W E T H E R H O L T A N D A S S O C I A T E S , I N C .

REROOFING PROJECT .....South King Fire & Rescue
Station #62 – Mansard Roofs
31617 1st Avenue South
Federal Way, Washington

CLIENT .....South King Fire & Rescue
31617 1st Avenue South
Federal Way, Washington 98003-5201
Attn: Assistant Chief Ed Plumlee
Phone: 253-946-7312
Attn: Lance Boe
Phone: 253-946-7341

ROOFING CONSULTANT..... Wetherholt and Associates, Inc.
13104 NE 85TH Street
P. O. Box 816
Kirkland, Washington 98083
Phone: 425-822-8397
Attn: Don Davis

PROJECT NO. 0907-9C
March 26, 2014

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SECTION 00100

INVITATION TO BID

for

REROOFING WORK

at

South King Fire & Rescue
Station #62 – Mansard Roofs
31617 1st Avenue South
Federal Way, Washington

Sealed bids for the above project should be addressed to:

South King Fire & Rescue
31617 1st Avenue South
Federal Way, Washington 98003-5201
Attn: Assistant Chief Ed Plumlee
Tel: 253-946-7312

Bid Due Date: April 30, 2014 (Wednesday), 3:00 PM**.** Any proposals received after the time and date specified will not be considered.

Project: The project is described in the Contract Documents and consists of reroofing the mansard roofs of South King Fire & Rescue, Station #62, 31617 1st Avenue South Federal Way, Washington.

Pre-Bid Walkthrough: April 11, 2014 (Friday), 10:30 AM.

Contract Documents will be made available at the pre-bid walkthrough at the site.

Bid(s) must be submitted on the prescribed form. Bid(s) shall be enclosed in an opaque sealed envelope, bearing the name and address of the Bidder and addressed to the OWNER.

The Owner reserves the right to reject any and all Bid(s) for any or no reason, to waive informalities and irregularities, to reject any Bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time not greater than 60 days from the bid opening date.

End of Invitation to Bid

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Should there be any doubt as to the meaning or intent of the Contract Documents, the Bidder should request of the OWNER OR CONSULTANT, no later than five days prior to Bid date, an interpretation thereof. Any interpretation or change in the Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Contract Documents. Bidders shall indicate receipt of all Addenda. Neither CONSULTANT nor OWNER will be responsible for any other explanation or interpretations of said Documents.

2. LICENSING REQUIREMENTS FOR CONTRACTORS

Bidders and their proposed subcontractors shall be registered and shall hold such licenses as may be required by the laws of Washington, including RCW 18.27, for the performance of the work specified in the Contract Documents.

3. BIDDER'S UNDERSTANDING

Each Bidder must inform itself of the conditions relating to the execution of the work, and inspect the site and make itself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of its obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for itself and to its complete satisfaction all information concerning site conditions.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, federal, state and local laws, statutes, and ordinances relative to the execution of the work and existing at the time of bid opening. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, wage and hour requirements, nondiscrimination in the employment of labor, provisions for aged and disabled persons, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

4. TYPE OF BID (PROPOSAL)

Lump sum prices for the Work shall be submitted in the appropriate places in the Proposal. The total amount to be paid the CONTRACTOR shall be the amount of the lump sum bid, as adjusted for additions or deletions resulting from OWNER-authorized changes in the project, plus applicable taxes.

5. PREPARATION OF PROPOSALS

Complete the Proposal form by entering requested information in the appropriate spaces. All price information shall be shown in both words and figures, in space provided. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. Any Proposal which contains omissions,

incomplete erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid may be deemed unresponsive.

The Bidder must sign their Proposal in the blank space provided thereon. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the OWNER prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

Bidder shall complete and submit the following with its bid:

A: Bidder's Proposal 00400 (all pages)
B: Manufacturer's Certification of Approval
C: Resumes of Bidder's Project Manager and Superintendent
D: Bid Bond

6. SALES AND OTHER TAXES

Prices quoted in the Proposal shall **NOT** include local and state sales taxes. The OWNER will pay the local and state sales taxes directly to the CONTRACTOR based on the monthly progress pay estimate. All other taxes required by the laws and statutes of the State and its political subdivision shall be paid by the CONTRACTOR.

7. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith. Bid shall be enclosed in an opaque sealed envelope, bearing the name and address of the Bidder and addressed to the OWNER. Mark lower left corner of envelope:

"PROPOSAL FOR REROOFING WORK:
South King Fire & Rescue - Station #62 - Mansards"

8. DETERMINATION OF BIDDER RESPONSIBILITY

In determining the responsibility of the apparent low bidder, the OWNER will consider the following:

1) The successful Bidder must be able to demonstrate successful completion of three similar projects in the last three years.

2) Bidder shall submit with their Proposal the name of the manufacturer of the roofing system being bid. If the Bidder fails to specify the roofing system being bid, the Owner may consider the Bid non-responsive. The successful bidder may not substitute another roofing system without written consent of the Owner as described in the Contract Documents. **Bidder shall also submit Manufacturer's Certification of Approval as specifically called out in Section 00400 Proposal**.

3) The experience and qualifications of the designated Project Manager, whose name shall be shown on the Proposal Form. The designated Project Manager shall have a minimum of three years of successful experience in project management and scheduling of projects of similar scope and complexity. Samples of project schedules, schedules of values, and other project documentation may be required at Owner's option. **Submit resume demonstrating relevant experience with bid**.

4) The experience and qualifications of the designated Superintendent, whose name shall be shown on the Proposal Form. The designated Superintendent shall have a minimum of three years of successful experience in on-site supervision of projects of similar scope and complexity, and coordination of multiple trades and subcontractors, not restricted solely to roofing and sheet metal trades. **Submit resume demonstrating relevant bid experience.**

Upon notice of Award, neither the Project Manager nor the Superintendent shall be changed without the written approval of the Owner.

5) Bid Guarantees:
   a. Each bid must be accompanied by cash, certified or bank cashier's check, or by a bid bond, in the amount of 5% of the Base Bid, made payable to King County Fire District #39, dba South King Fire & Rescue.
   b. Surety Company Bid Bond, if supplied with the bid in lieu of certified check, shall be a bond of Surety Company licensed to do business in the State of Washington. The successful bidder's certified check, cashier's check or bid bond will be retained until he has entered into contract and furnished the required performance bond. The Owner reserves the right to hold the bid quarantees of the next two low bidders until execution of the contract, or for a period of 60 days, whichever is the shorter time. Should the bidder fail to enter into contract and furnish a performance bond within 10 days after his proposal has been accepted, his bid guarantee shall be forfeited to the Owner as liquidated damages, not as a penalty. Checks and bid bonds of all other bidders will be returned as soon as practical after bids are opened.

6) Power of Attorney
Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effectively dated copy of their powers of attorney.

7) Taxes
   a. The contract sum and any agreed variations thereof include all taxes imposed by law, except only State of Washington Sales Tax. The Contractor shall furnish proof of payment of all taxes required by law.
   b. The State of Washington Sales tax will be collected from the Owner and will be paid to the State by the Contractor in conformance with the law. A proportion of the amount of Washington State Sales Tax will be added by the Owner to each payment voucher.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Bidder. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph

10, AWARD OF CONTRACT, of these Instructions to Bidders has elapsed.

10. AWARD OF CONTRACT

Within 15 calendar days after the opening of Proposals, the OWNER will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable insurance certificate(s), the OWNER may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 15 days after the opening of Proposals.

The OWNER reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

The OWNER retains the right to accept alternate bid items at the bid price within 10 days after the Effective Date of the Agreement.

11. BASIS OF AWARD

If an award is made by the OWNER, it will be to the lowest responsive, responsible Bidder which, in the OWNER'S sole and absolute judgment, will best serve the interest of the OWNER.

12. EXECUTION OF CONTRACT

The successful Bidder shall, within 15 calendar days after receiving Notice of Award, sign and deliver to the OWNER a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within 15 calendar days after receiving the signed Contract from the successful Bidder, the OWNER'S authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

13. TIME OF COMPLETION

The times of substantial and final completion of the work to be performed under each phase of this Contract are the essence of the Contract. Extensions of time may be allowed only in strict accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work is stated in the Proposal.

14. NAMING OF SUBCONTRACTORS

In the spaces provided on the Form of Proposal, Bidder shall name the Subcontractors whose subcontract amount is more than ten percent of the Contract Sum for the Base Bid. The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form of Proposal. Should alternate bids require different named subcontractors; the Bidder shall identify the alternate subcontractors and the affected portion of the Work.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____, as Principal and

_____ a Corporation
duly organized and existing under the laws of the State of Washington and authorized to do business in the State of Washington, as surety, are held and firmly bound unto
_____, hereinafter call the Owner, in the

Full and just sum of _____

_____ DOLLARS ($_____), good and lawful money of the United States of America, to the payment of which sum of money well and truly be made, the said Principal and surety bind themselves, their and each of their heirs,

Executors, administrators, successors and Signed, Sealed and Dated this _____day

Of _____A.D. 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Owner shall make any award to the Principal for:

_____CONTRACT, _____
according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Owner in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Owner; or if the Principal shall, in case of failure so to do, pay to the Owner the damages which the Owner may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal_____

By_____

Surety_____

By_____
Attorney-in-Fact

END OF BID BOND

SECTION 00400

REROOFING WORK

NOTE TO BIDDER: Use preferably **BLACK** ink for completing this Proposal form.

PROPOSAL

To: **Assistant Chief Ed Plumlee**

Company/Address: **South King Fire & Rescue**
31617 1st Avenue South
Federal Way, Washington 98003-5201

Project Title: REROOFING WORK:
South King Fire & Rescue
Station #62 – Mansard Roofs
31617 1st Avenue South
Federal Way, Washington

Bidder's person to contact for additional information on this Proposal:

Company:_____

Contact Person: _____

Telephone:_____ Fax:_____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official or representative of the OWNER, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the CONSULTANT, OWNER, and other sources in arriving at its conclusions.

The Bidder further declares that it has carefully examined Contract Documents for construction of the project, that it has inspected the site, that it has satisfied itself as to quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of quantities of work and materials as included in this Form of Proposal is brief and is intended only to indicate the general nature of the work and to correlate said quantities with detailed requirements in the Contract Documents, and that this Proposal is made according to provisions and under terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION, BONDS & INSURANCE

The Bidder agrees that its Proposal shall not be withdrawn for a period of 60 days after bid opening. The Bidder further agrees that if this Proposal is accepted, it will, within 10 calendar days after receipt of Notice of Award, sign the Contract and deliver to the OWNER the required Performance and Payment Bonds and Certificates of Insurance, and will, to the extent of its Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents.

CONTRACT TIME

The Bidder agrees to **Substantially Complete the Work within 45 work days after the Date of Notice to Proceed, and to Finally Complete work within 14 calendar days after Substantial Completion**.

SALES AND USE TAXES

Prices quoted in the Proposal shall **NOT** include local and state sales taxes applied to the Owner's payments. The OWNER will pay the local and state sales taxes directly to the CONTRACTOR based on the monthly progress pay estimate. All other taxes as required by the laws and statutes of the State and its political sub-division shall be paid by the CONTRACTOR.

WAGE RATES

Inasmuch as the Contractor will be responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting bids based on these Specifications.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and further agrees that his Proposal(s) includes all impacts resulting from said Addenda.

TOTAL LUMP SUM BASE BID:

The Bidder agrees to accept as full payment for the Work, as specified in the Contract Documents and shown on the Drawings, and based upon the undersigned's estimate of quantities and costs, the following lump sum:

Reroof all mansard roof areas including new underlayment, **asphalt composition shingle roofing**, metal flashing, gutters (where identified), and closures:

DOLLARS ($_____)_____

_____

_____

ALTERNATE BID No. 1:

Reroof all mansard roof areas as indicated for the base bid, but install **standing seam sheet metal roofing** per Section 07411 on the mansard roofs in lieu of asphalt composition shingles:

DOLLARS ($_____)_____

UNIT COSTS:

Provide a unit cost to remove and replace deteriorated or damaged existing 1/2" plywood decking with new 1/2" CDX plywood decking, or to match existing size.

($_____)_____/4 ft x 8 ft Sheet of 1/2 inch CDX Plywood

QUALITY ASSURANCE

The Bidder proposes the following roofing manufacturer's system to be used for the following portions of the work in the event that the Bidder is awarded the Contract, and will not be changed except with the written approval of the OWNER, which the OWNER may withhold for any reason:

Type of Work	Manufacturer of System
Asphalt Composition Shingles	
Metal Roofing (Alternate Bid)	

Bidder warrants that it is certified as an approved applicator-contractor by the manufacturer(s) of the above listed roofing system. **EVIDENCE OF SAID CERTIFICATION SHALL BE WRITTEN TO THE OWNER, SIGNED BY THE MANUFACTURER, AND SUBMITTED TO OWNER ALONG WITH THE BID.**

PROJECT MANAGEMENT AND SUPERVISION

The Bidder proposes the following designated Project Manager and Superintendent, whose experience and qualifications shall be as described in Paragraph 8 of 00100 Instructions to Bidders, and whose resumes indicating relevant experience are enclosed with this Proposal.

_____ _____

Project Manager Superintendent

BIDDER

The name of the Bidder submitting this Proposal is _____

doing business at_____, _____, ____ _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partners comprising the partnership, or of all persons interested in this Proposal as principals are as follows:

_____

Federal Tax Identification No:_____

Contractor's Washington Registration No:_____

Dept. of Labor and Industries Reg. No: _____

Washington State Department of Revenue No: _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20___.

Signature_____

Title_____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 20___.

Name of Corporation_____

By_____

Title_____

END OF SECTION

SECTION 00500

STANDARD LUMP SUM AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of the _____ day of _____, 2014 between the OWNER:

South King Fire & Rescue
31617 1st Avenue South
Federal Way, Washington 98003-5201

and the CONTRACTOR:

_____
_____
_____.

OWNER and CONTRACTOR agree as set forth below.

Article l. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Reroofing for: South King Fire & Rescue
Station #62 – Mansard Roofs
31617 1st Avenue South
Federal Way, Washington

to the limits shown on contract documents.

Article 2. CONSULTANT.

The Project has been designed by: Wetherholt and Associates, Inc.
P.O. Box 816
Kirkland, Washington 98033
(425) 822-8397 FAX (425) 822-7595

who is hereinafter called CONSULTANT and who is to assume all duties and responsibilities and have the rights and authority assigned to CONSULTANT in the Contract Documents.

Article 3. CONTRACT TIME.

The Work will be Substantially Completed within forty-five (45) work days after the Date of Notice to Proceed, and completed and ready for final acceptance and payment (Final Completion) within fourteen (14) calendar days after Substantial Completion.

Article 4. CONTRACT SUM.

4.1 OWNER shall pay CONTRACTOR the following sum for completion of the Work in accordance with the Contract Documents

BASE BID:

Reroofing Work at South King Fire & Rescue, Station #62 – Mansard Roofs:

DOLLARS ($_____)_____

_____

All work subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the OWNER:

Alternate #1: _____

Alternate #2: _____

Alternate #3: _____

Alternate #4: _____

Article 5. PROGRESS PAYMENTS:

5.1 Prior to the first Application for Payment, CONTRACTOR shall submit to the OWNER a Schedule of Values in the format required by the OWNER, and supported by data to substantiate its accuracy as requested by OWNER. The approved Schedule of Values shall be used as a basis of payment for Applications for Payment.

5.2 Progress payments shall be made monthly for duly approved work performed during the calendar month preceding the application. CONTRACTOR shall submit Applications for Payment as described in Article 18 Payments and Completion.

5.3 Payments due and unpaid under the Agreement shall bear interest as specified by RCW 39.76.

5.4 Liquidated Damages: $500 per day if substantial completion is not met; $250 per day if final completion is not met. Time will be added to the schedule as necessary for weather delays.

5.5 Lien Releases: Include a signed conditional lien release form with progress payments. Include a signed unconditional lien release form with final payment. Forms are attached.

Article 6. FINAL PAYMENT.

Final payment, constituting the entire unpaid balance of the Contract Sum shall be made by the OWNER to the Contractor when the Work has been completed, the Agreement fully performed, and the Work accepted by the OWNER.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1. PROJECT MANUAL: All Divisions except 00100 and 00200.

7.2. DRAWINGS: Dated – March 2014

7.2.1. Title Sheets
Roof Plans
Roof Details

7.3. Addenda. List addenda, if any, that are part of this Agreement: _____.

7.4. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 16 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Article 16 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 9: OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed three (3) copies of this Agreement.

This Agreement will be Effective _____, 2014.

OWNER:	CONTRACTOR:
South King Fire & Rescue **31617 1st Avenue South** **Federal Way, Washington 98003-5201**	_____ _____ _____
By_____/ /	By_____/ /
Address for giving notices:	Address for giving notices:
South King Fire & Rescue **Station #62** **31617 1st Avenue South** **Federal Way, Washington 98003-5201**	_____ _____ _____ _____

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

ARTICLE 10. THE CONTRACT DOCUMENTS.

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

10.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor of any tier or between any persons or entities other than the Owner and Contractor.

10.3 By executing the Agreement, the Contractor represents and acknowledges that the Contract Sum is reasonable compensation for all the Work, that the Contract Time is adequate for the performance of the Work, and that it has carefully checked and verified all pertinent figures and examined the Contract Documents and the Project site, including any existing buildings, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; normal climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. THE FAILURE OF THE CONTRACTOR TO FULLY ACQUAINT ITSELF WITH ANY APPLICABLE CONDITION OR MATTER SHALL NOT IN ANY WAY RELIEVE IT FROM THE RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND WITHIN THE CONTRACT TIME AND THE CONTRACT SUM.

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

10.5 If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall report it to the Consultant and the Owner in writing at once. The Contractor shall not proceed with the affected Work until it receives a written interpretation or clarification from Consultant.

ARTICLE 11. THE OWNER.

11.1 The Owner shall, upon request, furnish surveys and a legal description of the site.

11.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, plan check and building permit fees, assessments and charges required for the construction, use or occupancy of permanent structures

or permanent changes in existing facilities.

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

ARTICLE 12. THE CONTRACTOR.

12.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, for safety, and for coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. In no event shall the Contractor be authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

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

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

12.4 The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the Contract Documents.

12.5 The Owner shall pay to the Contractor local and Washington State sales taxes as required to be paid in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work. Contractor shall pay for all other types of taxes and fees for the Work or portions thereof provided by or through Contractor, including consumer, use, B&O, income, or other taxes, which taxes are legally enacted at the time bids are received whether or not yet effective.

12.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

12.7 Contractor shall schedule, supervise and coordinate the operations of all Subcontractors. Contractor shall be fully responsible to Owner and Consultant for acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor to the extent Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Consultant and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Consultant to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by laws and regulations.

12.8 The Contractor shall review, approve and submit to the Consultant: Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by Consultant if sufficient information is submitted by Contractor to allow Consultant to determine that the material or equipment proposed is equivalent or equal to that named.

12.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work or at the Owner's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

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

12.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

12.12 Subject to the following conditions, the Contractor shall defend, indemnify, and hold harmless the Owner and its agents, employees, and consultants, successors and assigns ("Indemnitee") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor").

12.12.1 The Contractor will fully indemnify Indemnitee for the sole negligence of the Indemnitor.

12.12.2 To the extent of the Indemnitor's negligence, the Contractor will indemnify Indemnitee for the concurrent negligence of the Indemnitor. The Contractor agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s).

To the extent any portion of this indemnification provision is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

12.13 Pursuant to RCW 49.70 and WAC 296-62-054 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

12.14 The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in this Paragraph 12.16.

12.14.1 The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner. The Contract Schedule will be used by the Owner and the Consultant to evaluate progress and status at the various stages of the Project, allocate funds per the cash flow information provided, determine the impact of any changes to the Contract, and establish the basis for progress payments.

12.14.2 The Contract Schedule will be reviewed by the Consultant and Owner. Such review of the Contractor's schedule shall not constitute an approval or acceptance or the Contract's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner.

12.14.3 Within fifteen (15) calendar days after its execution of the Agreement, the Contractor shall submit a complete Contract Schedule of the Work. This Schedule will include all activities required for contract completion, including construction and installation activities; the preparation, review and approval of submittals; the procurement, delivery and installation of materials and equipment; and testing and inspections. No activity shall include the work of more than one craft or trade. Any impacts resulting from the operations of other contractors, or from operating restraints imposed by the Owner, shall be identified in the Contract Schedule. The selection and number of activities shall be subject to Owner's approval.

ARTICLE 13. ADMINISTRATION OF THE CONTRACT.

13.1 The Owner will provide administration of the Agreement.

13.2 The duties and responsibilities and the limitations of authority of Consultant are set forth in the Contract Documents and shall not be extended without written consent of the Owner and the Consultant. The Consultant is not an agent of the Owner, and is not authorized to speak on behalf of or bind the Owner.

13.3 The Consultant may, upon direction of the Owner, make visits to the site at intervals appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

13.4 The Consultant and Owner will not have control over or charge of and will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 12.1 and 19.1. The Owner and the Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

13.5 Based on observations and evaluations of the Contractor's applications for Payment, the Owner will review and approve the amounts due the Contractor.

13.6 The Owner will direct the Consultant to issue such written clarifications or interpretations as to matters of design interpretation (in the form of Drawings or otherwise) as the Consultant may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Sum or the Contract Time, and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 13.

13.7 Consultant may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Sum or the Contract Time and are consistent with the overall intent of the Contract Documents. These will be accomplished by a Work Directive and will be binding on the Contractor, who shall perform the Work involved promptly. If Contractor believes that a Work Directive justifies an increase in the Contract Sum or an extension of the Contract Time, and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor as provided in Article 13, as soon as possible and no later than fourteen (14) calendar days after receipt of Work Directive.

13.8 The Owner will have authority to disapprove or reject Work which Owner believes to be defective, and will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

13.9 As to matter of design interpretation, Owner will direct Consultant on the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Any claim, dispute or other matters in question between Owner and Contractor, except those relating to artistic effect, will be referred to Owner in writing pursuant to Article 13.

13.10 Neither Consultant's authority to act under this Article 13 nor elsewhere in the Contract Documents, nor any decision made by Consultant in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Consultant or the Owner to the Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

13.11 The Consultant and the Owner will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and neither the Consultant nor the Owner will be responsible for the Contractor's failure to perform any of the Work.

13.12 All claims, disputes and other matters in question of the Contractor arising out of, or relating to, the Contract Documents or the breach thereof ("claims"), except claims which have been waived under the terms of the Contract Documents, shall be decided by a dispute resolution procedure to which the Owner, Contractor and Consultant agree in a preconstruction conference, unless the parties mutually agree in writing otherwise. Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

13.12.1 The dispute resolution procedure shall provide that the Contractor give written notice to Owner of claims as soon as possible and no later than fourteen calendar (14) days after their arising.

13.12.2 Mediation. Contractor may bring no claim against Owner unless the claim is first subject to non-binding mediation before a single mediator under the Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by Owner. A representative of Owner and Contractor with full authority to settle the claim must attend the mediation session. To the extent there are other parties in interest such as Subcontractors or Suppliers, their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the Owner and Contractor mutually agree otherwise, all unresolved claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by Owner.

13.12.3 Litigation. Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the dispute resolution procedures and subparagraphs 13.12.2 above. All unresolved claims shall be waived and released unless Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion designated in writing by Owner (provided that mediation has closed) or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Owner.

13.13 Notwithstanding the above, Owner may demand arbitration, before a single arbitrator appointed by the American Arbitration Association, under the Expedited Procedure of the Construction Industry Arbitration Rules within five (5) working days of the demand, for the purpose of seeking a declaratory judgment regarding the propriety of Owner's termination of Contract prior to such a termination. The hearing shall occur within seven days of the appointment of the arbitrator, and the award shall be made within two days of the close of the hearing, and shall be final and binding.

ARTICLE 14. SUBCONTRACTORS.

14.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. A Subcontractor of any tier includes Subcontractors as well as all direct and lower level sub-subcontractors.

14.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 15. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS.

15.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or

other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

15.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

ARTICLE 16. CHANGES IN THE WORK.

16.1 The Owner, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Contract Modification signed by the Owner, the Consultant, and Contractor or by written Work Directive Change signed by the Owner and the Consultant.

16.2 The Contract Sum and Contract Time shall be changed only by Contract Modification.

16.3 If the Owner and Contractor cannot agree on the cost or credit to the Owner from a Change in the Work, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with supporting data. Approval may not be given without such itemization. FAILURE TO PROVIDE DATA REQUESTED BY THE OWNER SHALL CONSTITUTE WAIVER OF ANY CLAIM FOR CHANGES IN THE CONTRACT TIME OR CONTRACT SUM. Notwithstanding any disagreement, Contractor shall carry on the Work and adhere to the Progress Schedule. Contractor's execution of a Contract Modification or written agreement shall constitute a waiver of claims by Contractor arising out of the work to be performed or deleted thereon, except as specifically described therein.

16.4 The total cost of any claim for an increase or decrease in the Contract Sum or any change in the Work, including a claim under Article 13, shall be limited to the reasonable value of the following:

16.4.1 Payroll costs for craft employees in the direct employ of Contractor in the performance of the changed Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs shall consist of salaries and wages of laborers, apprentices, journeymen and foremen performing and/or directly supervising the changed work on site plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, and health and retirement benefits, applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above only to the extent specifically pre-authorized by Owner. Payroll costs shall be based upon production rates no lower than those defined in R. S. Means Company Manhour Standards for Building Construction.

16.4.2 Cost of materials and equipment incorporated in the changed Work, including costs of transportation and required third-party storage thereof, and Suppliers' field services required in connection therewith. Cash discounts shall accrue to the Contractor unless Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. Trade discounts, rebates, refunds and returns from sale of surplus materials and equipment shall accrue to the Owner, and Contractor shall make provisions so that they may be obtained. Material costs shall be documented either by actual invoice or by supplier quotations.

16.4.3 Payments made by Contractor to the Subcontractors for changed Work performed by Subcontractors. The Subcontractor's Cost of the Work, including Fee, shall be determined in the same manner as Contractor's Cost of the Work. Subcontracts shall be subject to the other applicable provisions of the Contract Documents.

16.4.4 Costs of engineers, architects, detailer, testing laboratories, and surveyors employed for services specifically related to the changed Work.

16.4.5 Supplemental costs including the following:

16.4.5.1 Rental value of construction equipment and machinery and the parts thereof whether provided by Contractor or rented from others, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof only the extent required by the changed work. Equipment shall be paid for based on prevailing rate as published in the Rental Rate Agreement between the Associated General Contractors of Washington and the Washington State Department of Transportation, latest edition, or the actual rate paid as evidenced by rental receipts, whichever is less. Hourly, weekly, or monthly rates as appropriate will be applied to yield the lowest rates. The rental value of any such equipment, machinery or parts accrues only during the time necessary for the changed work.

16.4.5.2 Cost of premiums for additional Bonds and insurance required because of changes in the Work, which is defined as:

a) Contractors' liability insurance: the cost (expressed as a percentage) of any changes in the Contractors' liability insurance arising directly from the changed work; and

16.5 The cost to Owner of changes in the Work shall NOT include any of the following:

16.5.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, project managers, engineers, architects, estimators, general foremen, superintendents, attorneys, auditors, accountants, purchasing and contacting agents, expediter, timekeepers, clerks or other personnel employed by Contractor's principal or a branch office, for general administration of the Work, are to be considered administrative costs covered by the Contractor's Fee.

16.5.2 Expenses of Contractor's principal, branch or site offices.

16.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

16.5.4 Cost of premiums for bonds and insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 16.4.5.2 above).

16.5.5 Costs due to the negligence of Contractor, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

16.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 16.4.

16.5.7 Payroll costs and associated expenses for supervision of Subcontractor's work.

16.6 The Contractor's Fee allowed to Contractor for all overhead, profit and other costs, including all office, home office, and site overhead (including project manager, project engineer, superintendent and general foreman time), and delay and impact costs of any kind, shall be strictly limited in all cases to a fee, based on the following percentage of the various portions of the Cost of the Work, and calculated in the manner indicated on the form of Contract Modification Proposal:

16.6.1 For costs incurred under paragraphs 16.4.1 and 16.4.2, the Contractor's Fee shall be fifteen percent; except materials purchased by Contractor and installed by Subcontractors or by any workers not in the direct employ of the Contractor, for which the Fee shall be five percent;

16.6.2 for costs incurred under paragraph 16.4.3, the Contractor's Fee shall be ten percent;

16.6.3 no fee shall be payable on the basis of costs itemized under paragraphs 16.4.4, 16.4.5, and 16.5;

16.6.4 the amount of "credit" to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to 7.5 percent of the net decrease; and

16.6.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in costs.

16.6.6 The above fees shall be applied in the same manner as any Subcontractor tier.

16.7 Whenever the cost of any Work is to be determined pursuant to paragraph 16.4 or 16.5, Contractor will promptly submit on the form and in the manner required by Owner an itemized cost breakdown together with supporting data, including labor, material, equipment, and subcontract costs. Subcontract costs shall also be itemized. No change to the Contract Sum will be made without such information.

16.7.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Sum will be deemed to include for Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. Determination of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner and Consultant.

16.7.2 Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead, profit and other costs for each separately identified item.

16.7.3 Where the quantity of any item of Unit Price Work performed by Contractor differs by more than twenty-five percent from the estimated quantity of such item indicated in the Contract Documents, and there is no corresponding adjustment with respect to any other item of Work, Contractor may make a claim for an adjustment in the Contract Sum in accordance with Article 13 if the parties are unable to agree as to the amount of any such increase. If Contractor chooses not to make a claim and the quantities differ by more than 25 percent, Owner may demand an adjustment in Unit Price Paid.

16.8 In the event Owner and Contractor do not agree upon the adjustment in Contract Sum or for Contract Time, Owner may, at its option, direct Contractor to proceed with the Work by issuing a Work Directive Change. The Contractor shall promptly perform the Work in question in accordance with the Work Directive, and Owner and Contractor shall continue to negotiate the contract adjustment. In response to Owner's order to proceed, Contractor shall be deemed to have accepted Owner's value for the Work unless, within two (2) weeks, it notifies Owner in writing of its disagreement and sets forth in detail the reasons for its disagreement and the amount or other terms that it proposes pursuant to paragraph 16.2 and Article 13. Contractor's disagreement shall in no way relieve Contractor of its obligation to comply promptly with any written notice issued by Owner or Consultant.

16.9 **Claims for Concealed or Unknown Conditions.** Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Contract Modification only if a timely and proper notice and claim has been made. No increase to the Contract Sum or Time shall be allowed if Contractor knew or should have known of the concealed conditions prior to its executing the Agreement.

16.10 **Claims for Additional Cost.** If the Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work and within seven days after the occurrence of the event giving rise to such claim. No claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property, in which case the Contractor shall proceed. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined pursuant to Paragraph 16.4.

16.11 **Written Notice of Claims.** Any claim of the Contractor against the Owner for damages, additional payment for any reason, or extension of time, whether under the Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim therefor is made pursuant to and in strict accordance with the applicable provisions of the Contract Documents; or, if (and only if) no such provision is applicable, unless such claim is set forth in detail in writing and received by the Owner within seven calendar days after the facts upon which such claim is based become known or reasonably should have become known to the Contractor. No act, omission, or knowledge, actual or constructive, of the Owner shall in any way be deemed to be a waiver of the requirement for timely written notice unless the Owner provides the Contractor with an explicit, unequivocal written waiver of timely notice.

ARTICLE 17. TIME.

17.1 The date of commencement of the Work is the date established by the Owner in its "Notice to Proceed," at which time site work may begin. Within ten days of issuance of the "Notice of Award" and before any work is started on the project, the Contractor shall submit an executed contract, evidence of its bondability, certificates of insurance, and all other documents required by the Contract Documents.

17.2 Substantial completion is defined as the status at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be fully utilized for the purposes for which it is intended. All Work other than incidental corrective or punch-list work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts are not useable, 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 fact that the Owner may occupy the Work (or specific part) does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due to the Owner.

17.2.1 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Contract Modification for such reasonable time as the Owner may determine. The Contractor shall be entitled to damages for delay, limited to the liquidated rate of subparagraph 5.4, only where the Owner's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence.

17.2.2 The Contractor (including Subcontractors) shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.

17.3 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time or if Final Completion does not occur within fourteen days thereafter.

17.4 LIQUIDATED DAMAGES: Not used.

ARTICLE 18. PAYMENTS AND COMPLETION.

18.1 **Progress Payments.** Payments shall be made as provided in Articles 5 and 6 of this Agreement. Progress payments will be made monthly for duly approved work performed during the calendar month preceding the application. Within the first ten days of each month, the Contractor shall meet with the Owner and submit a Progress Report and an itemized, notarized application for payment for work performed during the prior calendar month on a form approved by Owner, supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage as provided elsewhere in the Agreement. The Application for Payment will constitute a representation by CONTRACTOR to OWNER that the Work has progressed to the

point indicated, that the quality of the Work is in accordance with the Contract Documents, that all Subcontractors and Suppliers have been paid in accordance with previous pay applications, and that CONTRACTOR is entitled to the amount specified. No payment will be made for shop drawings or submittals until on-site receipt of materials, or for materials or equipment not delivered and suitably stored at the site.

18.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover damages for the anticipated delay, (7) failure to carry out the Work in accordance with the Contract Documents,
(8) delay by Contractor and/or its Subcontractor(s).

18.3 When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Consultant in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Consultant issue a certificate of Substantial Completion. Within five working days thereafter, Owner, Contractor and Consultant shall make an inspection of the Work to determine the status of completion, If Consultant does not consider the Work Substantially Complete, Consultant will notify Contractor in writing giving the reasons therefor. Contractor shall thereupon expeditiously complete the Work, again request an inspection, and pay the costs associated with the inspection, including Consultant's fees. If Consultant considers the Work Substantially Complete, Consultant will prepare and deliver to Owner a tentative certificate of Substantial Completion and a tentative list of items to be completed or corrected before final payment. Immediately before partial or complete occupancy by Owner, an inspection tour of the area to be occupied will be scheduled by Consultant. Owner, Consultant, and Contractor will jointly tour the area and record mutually agreed items still remaining to be finished and/or corrected as well as items for which there is not mutual agreement. Any items missed by the inspection but required or necessary for Final Completion of the Work shall be supplied and installed by the Contractor as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour. Owner shall have seven calendar days after receipt of the tentative certificate during which to make written objection to Consultant as to any provisions of the certificate or attached list. Within five working days of delivery of the tentative Certificate of Substantial Completion, Owner will deliver to Contractor a written division of responsibilities pending final payment between Owner, and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless Owner notifies Contractor and Consultant otherwise prior to Consultant's issuing the definitive Certificate of Substantial Completion, the aforesaid recommendation will be binding on Contractor until final payment. The fact that Owner may occupy the Work or designated portion thereof does not indicate that the Work is Substantially Completed, nor does such occupation toll or change any liquidated damages due Owner.

18.4 After Contractor has completed such corrections to the satisfaction of Consultant and delivered maintenance and operating instructions, schedules, guarantees, certificate of inspection, marked-up record documents and other documents, as required by the Contract Documents, and after Consultant has indicated that the Work is acceptable, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include labor, services, material and equipment for which a lien could be filed, and that payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or

Owner's property might in any way be responsible, have been paid in full or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier refuses or fails to furnish a release or receipt in full because of a dispute, retainage will be withheld. Contractor shall indemnify and hold Owner harmless from any such liens, including expenses and attorney's fees, including those incurred in proving right to indemnification.

18.5 Neither final payment nor any remaining retained percentage shall become due until any required occupancy permit has been issued and the Contractor submits final completion to the Owner.

18.6 If any Subcontractor of any tier or supplier refuses to furnish a release or waiver required by the Owner, the Owner may retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

18.6.1 Final Payment by Owner. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from (1)liens, Claims, security interests or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents.

18.6.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled at the time of the final application for payment.

18.6.3 Contract Modifications. The execution of a Contract Modification shall constitute a waiver of claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Contract Modification, except as specifically described in the Contract Modification. General reservations of rights will be deemed waived and void.

18.7 Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of liens. Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors and suppliers). Contractor shall furnish to Owner such releases of claims and other documents as may be requested by Owner from time to time to evidence such payment (and discharge). Owner may, at its option, withhold payment, in whole or in part, to Contractor until such documents are so furnished. If Contractor does not receive payment for such cause which is not the fault of a particular Subcontractor, Contractor shall pay that Subcontractor on demand, made at anytime after which such payment to Contractor would have been made, for its satisfactorily completed work, less the retained percentage.

ARTICLE 19. PROTECTION OF PERSONS AND PROPERTY.

19.1 The Contractor shall be responsible for all aspects of safety , including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or

adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designed for removal, relocation or replacement in the course of construction.

19.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 12.12.

19.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB").

ARTICLE 20. BONDS AND INSURANCE.

20.1 Insurance. Contractor shall purchase and maintain at its own cost in a company or companies licensed to do business in the State of Washington such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents, whether to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

20.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts, including Contingent Employers Liability (Stop Gap);

20.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

20.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

20.1.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;

20.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

20.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property;

20.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, including coverage for Owned Motor Vehicles, Non-Owned Motor Vehicles and Hired or Borrowed Motor Vehicles; and

20.1.8 Blanket Contractual Liability.

20.2 The insurance required by this paragraph 20.2 shall be written on an occurrence basis, for not less than the following (or greater if required by law):

20.2.1. Worker's Compensation
- (a) State: Statutory
- (b) Employer's Liability: $500,000

20.2.2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage):
- (a) Bodily Injury; Property Damage; Combined Single Limit: $1,000,000 Each Occurrence
- (b) Products and Completed Operations to be maintained for two years after final payment.
- (c) Property Damage Liability Insurance shall provide X, C and U coverage.

20.2.3. Blanket Contractual Liability:
- (a) Bodily Injury; Property Damage; Combined Single Limit; $1,000,000 Each Occurrence

20.2.4. Personal Injury, with Employment Exclusion Deleted: $1,000,000 Each Occurrence

20.2.5. Comprehensive Automobile Liability:
- (a) Bodily Injury; Property Damage; Combined Single Limit: $1,000,000 Each Occurrence

20.2.6. True umbrella coverage, which provides excess limits over the primary layer and broader scope, in an amount not less than $3,000,000.

20.2.7. The Owner and Consultant shall be named as an additional insured on such policies other than State Workers Compensation. The Owner's specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Policies shall contain a provision that the Owner shall be given 30-days written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification or restriction thereto.

20.3 Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain, in a company authorized to do business in the State of Washington, property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interest of Owner, Contractor, Subcontractors, Consultant and Consultant's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The Owner shall bear no

responsibility for such portions of the Work or the consequences of their damage or loss.

20.4 Contractor shall purchase and maintain such boiler and machinery insurance for applicable equipment utilized or contained in the Work, which will include the interests of Owner, Contractor, Subcontractors, Consultant and Consultant's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

20.5 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interest of Contractor, Subcontractors or others in the Work to the extent of any deductible amounts in its policies. The risk of loss within the deductible amount will be borne by Contractor, Subcontractor or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

20.6 **WAIVER OF RIGHTS**

20.6.1 Owner and Contractor waive all rights against each other for losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 20.4 and 20.5 and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Consultant, Consultant's consultants and other parties named as insureds in such policies for losses and damages so caused. Each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Consultant, Consultant's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as Trustee or otherwise payable under any policy so issued.

20.6.2 Owner and Contractor intend that any policies provided in response to paragraphs 20.4 and 20.5 shall protect the parties insured and provide primary coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by Consultant or Consultant's consultant, Owner will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

20.7 Any insured loss under the policies of insurance required by paragraphs 20.4 and 20.5 will be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Contract Modification or Written Amendment, or be a separate contract, at Owner's option.

20.8 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 20.2 and 20.3 on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing thereof within ten days of the date of delivery of such certificate to Owner. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by Owner on the basis of their not complying with the Contract Documents, Contractor shall notify Owner in writing thereof within ten days of the date of delivery of such contracts to Contractor. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonable request. Failure by Owner or Contractor to give any such notice of objection within the

time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

20.9 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of the Work, such use or occupancy may be accomplished, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof in writing and have effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy. Such use or occupancy by Owner shall not indicate Substantial Completion, or acceptance, nor toll or change any liquidated damages due Owner.

ARTICLE 21. CORRECTION OF WORK.

21.1 The Contractor shall promptly correct Work rejected or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion of the Agreement or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 21 apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

21.2 Nothing contained in this Article 21 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of two years as described in Paragraph 21.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 22. MISCELLANEOUS PROVISIONS.

22.1 **Applicable Law.** The Agreement shall be governed by the law of the State of Washington.

22.2 **Statutes.** The Contractor shall abide by the provisions of all applicable Washington statutes. The statutes referenced in the Contract Documents, are not meant to be a complete list and should not be relied upon as such.

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

22.4 **Law Against Discrimination.** Contractor should comply with pertinent statutory provisions relating to public works of RCW 49.60.

22.5 **Provisions for Aged and Handicapped Persons.** Contractor should comply with pertinent statutory provisions relating to public works of RCW 70.92.

22.6 **Safety Standards.** Contractor should comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work."

22.7 **Unemployment Compensation.** Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this

Agreement or arrange for a bond acceptable to the commissioner.

22.8 **Drug-Free Workplace.** The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

ARTICLE 23. TERMINATION OF THE CONTRACT.

23.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety calendar days by notice in writing to Contractor and Consultant, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Article 13.

23.2 Upon the occurrence of any one or more of the following events:

23.2.1 if Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

23.2.2 if a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

23.2.3 if Contractor makes a general assignment for the benefit of creditors;

23.2.4 if a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

23.2.5 the Contractor fails to make prompt payment to Subcontractors or for materials or labor;

23.2.6 if Contractor fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule as revised from time to time);

23.2.7 if Contractor disregards laws or regulations of any public body having jurisdiction;

23.2.8 if Contractor disregards the authority hereunder of Owner, or Consultant; or

23.2.9 if Contractor otherwise violates in any substantial way any provision of the Contract Documents;

Owner may, seven days after giving a written Notice of Termination to Contractor and to the extent permitted by laws and regulations, terminate all or a portion of the Work of Contractor, exclude Contractor from the site and take possession of the Work and of Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient, in such case Contractor shall not be entitled to receive any payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct, indirect, impact, and consequential costs to Owner of completing the Work (including but not limited to fees and charges of engineers, architects, and other professionals and court costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be incorporated in a Contract Modification, but when exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

23.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

23.3.1 The Owner may, at any time upon ten days' written Notice of Termination to the Contractor terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

23.3.2 If the Owner terminates the Work or any portion thereof for convenience, the Owner shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with subparagraph 23.3.3, plus ten percent of the actual costs recovered under 23.3.3, unless the Contractor would have sustained a loss in the entire Contract had it been completed, in which case the 10% markup will not be included, and an appropriate adjustment will be made to reduce the amount due the Contractor in proportion to the rate of loss.

23.3.3 If the Owner terminates the Work or any portion thereof for the convenience, the Owner shall pay the Contractor as follows:

23.3.3.1 an amount consistent with the terms of the Contract Documents for supplies, services, or property accepted by the Owner pursuant to subparagraph 23.4.1.4 (or sold or acquired pursuant to subparagraph 23.4.1.7) for which the Owner has not paid;

23.3.3.2 the cost incurred in the performance of the Work terminated exclusive of any costs attributable to supplies or services otherwise paid or to be paid for under this subparagraph; and

23.3.3.3 the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to subparagraph 23.4.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination).

23.3.4 The total sum to be paid to the Contractor under this Paragraph 23.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to a buyer. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of owner against Contractor then

existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by owner will not release Contractor from liability.

23.4.1 Upon receipt of any Notice of Termination, Contractor shall, unless otherwise directed by Owner:

23.4.1.1 discontinue performance of the Work on the date and to the extent specified in the Notice of Termination;

23.4.1.2 place or enter into no further agreements with any Subcontractor or Supplier for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

23.4.1.3 in the manner and at the times and to the extent directed by Owner, either terminate or assign to Owner Contractor's right, title and interest under the agreements with any Subcontractors or Suppliers to the extent relating to Work terminated by the Notice of Termination;

23.4.1.4 transfer title and deliver to Owner in the manner, at the times and to the extent, if any, directed by Owner, (i) the materials, equipment, Work in process and completed Work and other items produced as a part of, or acquired in connection with, the performance of the Work terminated by the Notice of Termination and (ii) the completed or partially completed plans, drawings, information and other property which, if the Work had been completed, would have been required to be furnished to Owner;

23.4.1.5 settle, subject to the prior written approval of Owner, outstanding liabilities and claims arising out of any termination directed by Owner of agreements with Subcontractors or Suppliers not assigned to Owner;

23.4.1.6 use its best efforts to minimize its costs and expenses due to such termination;

23.4.1.7 use its best efforts to sell, to the extent and at the prices subject to the prior written approval of Owner, any materials, equipment, Work in process, completed Work and other items produced as a part of, or acquired in connection with, the performance of the Work terminated by the Notice of Termination, to the extent not delivered to Owner pursuant to item (.4) above, provided, that Contractor may acquire such materials, Work in process, completed Work and other items to the extent and at such prices subject to the prior written approval of Owner, and provided further that the proceeds of any such sale or acquisition shall be applied in reduction of any payments to be made by Contractor to Owner or paid by Contractor to Owner in such manner as Owner may direct;

23.4.1.8 complete timely performance of such part of the Work as has not been terminated by the Notice of Termination; and

23.4.1.9 take such action as may be necessary, or as Owner may direct, for the protection and preservation of the property related to the Contract which is in the possession of Contractor (whether or not at the Project site) and in which Owner has or may acquire an interest.

23.4.2 After receipt of Notice of Termination, Contractor shall submit to Owner any termination claim it may have in the form and with the certification prescribed by Owner. Such claim shall be submitted promptly but in no event later than three (3) months after the effective date of the termination. If Contractor fails to submit its termination claim within such three (3) month period, Owner may determine on the basis of information available to it the amount, if any, due Contractor by reason of the termination, and such determination shall be final. After Owner has made a determination under this paragraph, Owner shall pay or credit to Contractor the amount so determined, which payment or credit shall be deemed to satisfy claims of Contractor against owner

by reason of such termination.

23.4.3 Upon any termination (for convenience) pursuant to paragraph 23.2, Contractor waives any and claims for additional compensation or damages (including any claim for loss of anticipated profits) on account thereof, and the sole remedy of Contractor shall be to receive payment or credit as provided in this Paragraph. Upon such termination, Contractor shall be entitled to be paid or credited that portion of the Contract Sum otherwise payable under the Contract which is allocable to Work satisfactorily performed at the Project site together with Contractor's actual reasonable costs occasioned by such termination and not previously paid for, less the aggregate amount of any payments previously made to Contractor under the Work. If at the date of such termination Contractor has properly prepared or fabricated off the Project site any goods for subsequent incorporation at the Project site, and if Contractor delivers such goods to the Project site or to such other place as Owner shall direct, then Contractor shall be paid as specified elsewhere in the Contract Documents (less the cost of completion for uncompleted goods) for such goods. In no event, however, shall Contractor be entitled to be paid or credited an amount in excess of Contractor's actual reasonable costs occasioned by such termination plus the total Contract Sum payable under the Contract Document(s) (a) reduced by the aggregate amounts of payments made to Contractor under the Contract and (b) further reduced by that portion of the total Contract Sum which is allocable to Work with regard to which the Agreement is not so terminated.

23.4.4 In arriving at the amount due Contractor under paragraph 23.2, there shall be deducted (a) unliquidated advance or other payments on account made to Contractor, applicable to the terminated portion of the Work, (b) any claim which Owner may have against Contractor in connection with the Work or the Contract Documents, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by Contractor or sold, pursuant to this Paragraph, and not otherwise recovered by or credited to Owner.

23.4.5 In the event of any termination pursuant to Paragraph 23.3 of all or any portion of the Work, Owner may at its option take over the Work as to which the Agreement is terminated and prosecute the same to completion, by contract or otherwise.

23.4.6 Unless otherwise provided for in the Contract Documents, Contractor, from the effective date of termination and for a period of three (3) years after final settlement, shall preserve and make available to Owner for examination, copying and auditing, at reasonable times at the office of Contractor and without charge, its books, records, documents and other evidence bearing on the costs and expenses of Contractor under the Agreement and relating to the Work as to which the Agreement is so terminated.

23.5 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety calendar days by Owner or under an order of court or other public authority, or Owner fails to act, favorably or unfavorably, on any Application for Payment within thirty days after it is submitted, or Owner fails for thirty days to pay Contractor any sum determined by Owner to be due, then Contractor may, upon seven calendar days' written notice to Owner and Consultant, terminate the Agreement and recover from Owner payment for Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Owner has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven calendar days' written notice to Owner and Consultant stop the Work until payment of amounts then due. The provisions of this paragraph shall not relieve Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

END OF SECTION

SECTION 00800

SUPPLEMENTAL CONDITIONS

1. The Contractor's Project Manager, whose name is shown on the Proposal Form, shall have a minimum of three years of successful experience in project management and scheduling of projects of similar scope and complexity. Resumes, project experience, examples of project schedules, schedules of values, and other project documentation may be required at Owner's option.

2. The Contractor's Superintendent, whose name is shown on the Proposal Form, shall have a minimum of three years of successful experience in on-site supervision of projects of similar scope and complexity, and coordination of multiple trades and subcontractors, not restricted solely to roofing and sheet metal trades. Resume and documentation of relevant project experience may be required at Owner's option.

3. Upon Notice of Award, neither the Project Manager nor the Superintendent shall be changed without the written approval of the Owner.

4. The Superintendent shall not be employed on any other Project during the course of the Work. The Superintendent shall remain on the project whenever any worker or subcontractor is present.

END OF SECTION

SECTION 01100

SUMMARY OF WORK

1.01 WORK SUMMARY

A. Work of this contract is for reroofing the steep slope mansard roof areas at the South King Fire & Rescue, Station #62 at 31617 1st Avenue South in Federal Way, Washington. Work, as defined in the Contract Documents, includes but is not limited to:

Base Bid:	Removal of all existing asphalt composition shingles, underlayment, metal flashing, and gutters at the steep slope mansard roof areas; installation of new underlayment and asphalt composition shingles, and installation of sheet metal gutters (where indicated), flashing, trim, and joint sealers.
Alternate 1:	Same work as the base bid, but install standing seam sheet metal roofing per Section 07411 on the mansard roofs in lieu of asphalt composition shingles.

1.02 CONTRACTOR'S USE OF PREMISES

A. Contractor shall limit the use of the premises for work and for storage, to allow for Owner and tenants occupancy, and/or work by other Contractors.

B. Coordinate use of site with the Owner prior to utilization of area. Providing barriers and security is Contractor's responsibility.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Contractor is responsible for becoming thoroughly familiar with building spaces and building systems which may be impacted by Contractor's work.

Prior to commencement of work by Contractor, Contractor shall conduct an inspection of building interiors to determine what precautions or protection of building, equipment, or surfaces are deemed appropriate.

F. Notify Owner's representatives in writing of any equipment, fans, etc. that require Owner disconnect. Any disconnection of equipment, fans, etc. by Contractor shall be reconnected in manner equal or better than original, and shall be in accordance with any and all applicable code requirements.

Contractor shall take reasonable care to avoid causing debris to drop from the existing ceiling. Dropping rolls of roofing onto the roof deck, and causing ceiling tile or light fixtures to drop will not be acceptable. Damage will be repaired at Contractor's expense.

1.03 OWNER OCCUPANCY

A. The Owner and tenants will occupy the site and existing building during construction. Cooperate with the Owner and tenants to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's and tenant's operations. All necessary additional precautions to protect tenants shall be included in the Contract Sum for any Work to be performed during periods of Owner occupancy.

1.04 WORK PHASING

A. None noted

1.05 BUILDING PERMIT

A. As required by the City of Federal Way.

1.06 TERMS AND DEFINITIONS

A. The term 'indicated' is a cross reference to details, notes or schedules on the drawings, other paragraphs or schedules in the Project Manual, and similar means of recording requirements in the contract documents.

B. Where terms such as "shown", "noted", "scheduled" and "specified" are used in lieu of "indicated, it is for the purpose of helping the reader accomplish the cross reference and no limitation of location is intended except as specifically noted.

C. Where not otherwise explained, terms such as "directed", "requested"', "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by the Owner", "requested by the Owner", etc. However, no such implied meaning will be interpreted to extend the Consultant's responsibility into the Contractor's area of construction supervision.

D. The meaning of the word "approve", where used in conjunction with Consultant's response to submittal, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by Consultant be interpreted as a release of Contractor from responsibilities to fulfill requirements of the contract documents.

E. The word "installer" is a person or entity engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that Installers be recognized experts in the work they are engaged to perform.

F. The word "provide" means to furnish and install.

END OF SECTION

SECTION 01120

ALTERATION PROJECT PROCEDURES AND METHODS

PART 1 GENERAL

A. Work includes, but is not limited to the following:

1. Coordinate work of trades and schedule elements of alterations and renovation work by procedures and methods to expedite completion of the work.

B. In addition to selective demolition specified Section 02050, and that specifically shown; cut, move or remove items necessary to provide access or to allow alterations and new work to proceed.

C. Patch, fill holes and depressions, repair and refinish existing items to remain, to the specified condition for each material, with a workmanlike transition to adjacent new items of construction. Match existing as applicable.

D. Protect and prevent damage to existing finishes, equipment, and adjacent work scheduled to remain.

E. When new work abuts or finishes flush with existing work, smooth and workmanlike transition is required to be invisible at five feet.

F. Protect and prevent clogging of existing and new roof drainage system.

END OF SECTION

SECTION 01145

CUTTING AND PATCHING

1.01 GENERAL

A. Notify Owner, Construction Manager, and Consultant well in advance of executing any cutting and alteration affecting:

1. the work of the Owner or any separate Contractor;
2. structural value or integrity of any element of Project;
3. integrity or effectiveness of weather-exposed or moisture-resistant elements or systems;
4. efficiency, operational life, maintenance, or safety of operational elements; and
5. visual qualities of sight-exposed elements.

B. Submit description of affected work and products to be used; necessity for cutting or excavating; effect on structural or weatherproof integrity of Project; extent of refinishing to be done; and alternatives to cutting and patching.

C. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

D. Operational and Safety Limitations: Do not cut and patch operating elements of safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

E. Visual requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Consultant's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

1.02 MATERIALS

A. Comply with Specifications and standards for each applicable product.

B. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials. Salvage and re-use existing materials as indicated on drawings and specifications, or as otherwise required where new equal materials are not available. Include in the proposal the extent of all re-usable items to be incorporated.

1.03 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

2. Execute fitting and adjustment of products to provide finished installations complying with specified products, functions, tolerances, and finishes.

3. Fit work air-tight to pipes, sleeves, ducts, conduit, and other surface penetrations. Maintain required clearance around pipe in accordance with National Fire Protection Association NFPA-13. Provide and install required fire-stopping in conjunction with patching.

D. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01310

PROJECT MEETINGS

PART 1 GENERAL

A. Weekly Project Status Meetings shall be scheduled at a day, time and location to be established in the Pre-construction meeting. Such meetings will continue until final completion of the work. The Owner or Consultant shall:

1. Prepare agenda for meetings.
2. Preside at meetings.
3. Record the minutes; include significant proceedings and decisions.
4. Reproduce and distribute copies of minutes.

B. Attendance:

1. Owner and Consultant.
2. Contractor's superintendent and Project Manager.
3. Sub-Contractors and/or suppliers as required.

C. Representatives of Contractor, Sub-Contractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

D. Agenda may include, but is not limited to:

1. Review of minutes of previous meeting.
2. Review of submittal schedules; expedite as required.
3. Review of work progress since previous meeting.
4. Projected progress and schedule during succeeding work period.
5. Potential problems, conflicts.
6. Status of Construction Schedule.
    a. Problems which impede Construction Schedule.
    b. Review of off-site fabrication, delivery schedules.
    c. Corrective measures and procedures to regain or revise projected schedule.
7. Maintenance of quality standards.
8. Pending changes and substitutions. Review proposed changes for:
    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.
9. Other business.
10. Field Observations.

END OF SECTION

SECTION 01330

SUBMITTALS

1.01 GENERAL

A. Make all submittals to Owner.

B. Pay all costs of reproduction, distribution, and materials.

C. Accompany submittals with transmittal letter containing:
1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Supplier(s)/Manufacturer(s):
   a. Name.
   b. Address.
   c. Telephone number.
   d. Representative's name.
5. Number of Copies/Shop Drawings, Product Data and Samples.
6. Identification of product or material, as appropriate:
   a. Detail number.
   b. Location.
   c. Specification Reference.
   d. Applicable Standard.
   e. Finishes.
   f. Identification of deviations from Contract Documents,
7. 4" x 5" blank space for Consultant's/Engineer's stamp.
8. Contractor's certification stamp, signed.
9. Identification of revisions on resubmittals.

E. Additional Information Required on Submittals:
1. Relation to adjacent structure or materials.
2. Fabrication methods, assembly, installation, accessories, fasteners, and other pertinent information.
3. Field dimensions, clearly identified.
4. Coordination with other trades. Stamped and signed by affected trades on each submittal.

F. Provide submittals in the following quantities:

1. Shop Drawings: One reproducible transparency and four opaque reproductions. After Owner/Consultant's review, reproduce and distribute as specified.
2. Product Data & Office Samples (except MSDS's): Submit a minimum of four copies; two will be retained by Owner for use by Owner, Consultant and/or Engineer; upon review, one returned for Contractor's use.

1.02 CONTRACTOR REVIEW

A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.

B. Coordinate submittals with requirements of Work and of Contract Documents.

C. Contractor shall sign submittal transmittal, certifying review, verification of field measurements, and Contract Documents compliance. REVIEW AND SIGNING BY CONTRACTOR REQUIRED BEFORE SUBMITTAL TO CONSULTANT.

D. NOTIFY OWNER IN WRITING AT TIME OF SUBMITTAL OF ANY DEVIATIONS FROM REQUIREMENTS OF CONTRACT DOCUMENTS. SEE SECTION 01630 SUBSTITUTIONS AND PRODUCT OPTIONS.

E. Do not fabricate products or begin work which requires submittals until return of submittal with Owner/Consultant acceptance.

2.01 SHOP DRAWINGS

Submit Shop Drawings for fabricated and other work, as required by Specifications. Fabricate no work until Shop Drawings have been accepted.

1. Show by whom materials, items, work, and installation are supplied, performed, or installed. Designate every item, fastener, material article, and the like, of installations. DO NOT use the expression "by others".
2. If Shop Drawings show variations from Contract requirements because of standard shop practices or other reason, make specific mention of such variations in transmittal.
    a. If indicated departures affect a correlated function, item, article, work, installation or construction of other trades, make note of it in your transmittal. If extra cost is involved in related changes, the Contractor assumes all such costs.
3. If the Owner/Consultant makes changes in the Shop Drawings varying from Contract and causing Contract Sum deviation, notify the Owner and do not proceed with fabrication or installation until you receive written instructions or a Modification Proposal from the Owner.
4. Present in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, room numbers, or other reference shown on Contract Drawings. Do not submit freehand drawings.
5. Maximum Sheet Size: 24 x 36 inches or multiples of 8 1/2 x 11 inches.

2.02 PRODUCT DATA

A. Clearly identify on each copy, as applicable:
1. Pertinent products or models;
2. Performance characteristics and capacities;
3. Dimensions and clearances;
4. Wiring, piping diagrams, controls, and the like pertinent information.
5. Collect required data into one submittal for each unit of work or system; mark each copy to show which choices and options are applicable to project.
6. MSDS's as required.

B. Manufacturer's Standard Schematic Drawings and Diagrams:
1. Modify drawings and diagrams to delete inapplicable information.
2. Supplement to provide pertinent information.

C. Manufacturer's Instructions: Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, and finishing as required by applicable Specification Section.

D. MSDS's: For each and every substance which is known to be present in the workplace, and for which a Materials Safety Data Sheet exists, submit Materials Safety Data Sheets (MSDSs) in accordance with WAC 296-62-054 through -05427, Hazard Communication Standard (available from Department of Labor and Industries).

Note: MSDS's must be submitted in advance of usage of any material on the site.

2.03 SAMPLES

A. Office samples shall be of sufficient size and quantity to clearly illustrate:
1. Products' functional characteristics with integrally related parts and attachment devices; and
2. Full range of color, texture, and pattern.

B. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Owner selection.

C. Submit samples to illustrate functional characteristics of products, including parts and attachments.

D. Approved samples which may be used in the Work are indicated in the Specification section.

E. Label each sample with identification required for transmittal letter.

F. Provide field samples of finishes at Project, at location acceptable to Owner, as required by individual Specifications section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.

2.04 INDUSTRY STANDARDS

A. General: Where submittal of a standard is specified, except where included integrally with Product Data submittal, submit a single copy for Owner's use. Where workmanship at Project Site and elsewhere is governed by a standard, furnish additional copies to fabricators, installers, and others involved in performance of the Work.

2.05 MISCELLANEOUS

A. Manufacturer's Certificates and the like: Also note requirements of individual specifications sections.

B. Submit other pertinent data as applicable.

END OF SECTION

SECTION 01400

QUALITY CONTROL

1.01 GENERAL

A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.02 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.03 MANUFACTURERS' INSTRUCTIONS

A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, use more stringent.

1.04 MANUFACTURERS' CERTIFICATES

A. When required by individual Specifications Section, submit manufacturers' certificate, in duplicate, that products meet or exceed specified requirements.

1.05 MANUFACTURERS' FIELD SERVICES

A. When specified in respective Specifications Section, require supplier and manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, testing, as applicable, and to make appropriate recommendations.

B. Representative shall submit written report to Owner or Consultant listing observations and recommendations.

END OF SECTION

SECTION 01450

INSPECTION SERVICES

1.01 GENERAL

A. Under this Contract an independent agency employed by Owner may perform monitoring, inspections and tests of roofing and associated work.
   1. Contractor is to cooperate with and to allow full access to site by inspecting and testing agency for performance of specified inspection services.
   2. Employment of Roof Inspection Service does not relieve Contractor of obligations to perform any work under this Contract.

1.02 DUTIES OF INSPECTION AGENCY

A. Examine sheathing and substrates prior to roofing. Make interim inspections as work progresses. Monitor environmental weather conditions, methods and materials for conformance to Contract Documents and good roofing practices whether or not specifically indicated by Contract Documents.
   1. Perform such tests and laboratory services as may be needed to verify roofing conformance to Contract Documents and weather tightness.

B. Promptly submit after each visit a written report to Contractor, Owner and others as appropriate. Inform Consultant and Contractor immediately by phone of any work in non-compliance.

C. Perform additional inspections and tests requested by Consultant or Owner and when initial testing shows non-compliance with Contract Documents.

D. Limitations of Inspection Agency:
   1. Agency is not authorized to:
      a. Add, alter, revise or revoke requirements of Contract Documents.
      b. Approve or accept any portion of the work.
      c. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with Agency personnel. Provide required access to work.

B. Facilitate inspections and tests.

END OF SECTION

SECTION 01510

TEMPORARY UTILITIES

1.01 GENERAL

A. Furnish, install, maintain, and protect temporary utilities required for construction. Installations are required to be safe, non-hazardous, and sanitary. They are to be protective of persons and property, and be free of deleterious effects.

B. Materials may be new or used, but must be of adequate capacity for required usage. Materials must not create unsafe conditions, nor violate applicable codes and standards.
   1. In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with applicable local industry standards for construction work (published recommendations by local "building councils").
   2. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
   3. Conservation: In compliance with Owner's policy on energy/materials conservation, install and operate temporary facilities and perform construction activities in manner which reasonably will be conservative and avoid waste of energy and materials including water.

C. Completely remove temporary materials and equipment when no longer required. Clean and repair damages caused by temporary installations and use of temporary facilities. Disinfect premises occupied by temporary sanitary facilities.

1.02 TEMPORARY ELECTRICITY

A. If power is required, other than existing on site, arrange with utility company/Owner; provide service required for power, and PAY ALL COSTS for service and removal at end of project. Power used will be paid for by Owner. Install circuit and branch wiring, with area distribution boxes located so that electricity is available for power throughout the construction by the use of construction-type power cords. All temporary equipment shall be installed and maintained in accordance with all applicable safety regulations.

1.03 TEMPORARY TELEPHONE

A. At start of Work, provide mobile telephone or digital pager for Superintendent's use, to be operational and kept on his/her person at all times during working hours under this Contract.

1.04 TEMPORARY WATER

A. Provide water service for construction purposes. Reasonable quantities of water obtained through a maximum 3/4" pipe or hose from OWNER's facilities will be paid for by OWNER. Quantities of water above those which can be reasonably obtained through such service shall be provided through other means and paid for by CONTRACTOR.

B. PAY ALL COSTS for temporary piping including metering if required, pressure-reducing stations, removal of piping, and restoration of utilities at the completion of the work.

1.05 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities in compliance with laws and regulations. Service, clean, and maintain facilities and enclosures. Comply with rules and regulations of the State Board of Health Governing Sanitation of Places to Work, W.A.C. 248-62.

B. PAY ALL COSTS for installation, maintenance and removal of temporary sanitary facilities.

1.06 TEMPORARY FIRE PROTECTION

A. Comply with all governing laws, codes, and regulations to maintain required protection at all times. Conduct operations in a manner that is fire-safe for the work area and adjacent areas. Proper fire extinguishers shall be provided, identified, and maintained. The premise shall be maintained clear of rubbish, debris, or other material constituting a potential fire hazard. A proper fire separation shall be maintained.

B. Where significant or continued non-compliance with fire safety is noted, the Owner reserves the right to stop the work at no extra cost or extension of time pending remedial action. Furthermore, the Contractor shall be responsible for, and reimburse the Owner as appropriate, any fines or penalties levied by the Fire Department.

C. PAY ALL COSTS for installations, maintenance and removals.

END OF SECTION

SECTION 01560

BARRIERS AND PROTECTIVE DEVICES

1.01 GENERAL

A. Furnish, install, and maintain suitable fencing and other protective and sheltering devices as required to:
1. prevent injury to persons, including from traffic;
2. protect the work from Construction operations;
3. prevent public entry;
4. protect existing facilities;
5. protect trees, plants and grass areas from construction operations.

B. Materials may be new or used. They are to be suitable for intended purposes, reasonably clean, uniform in appearance, and structurally adequate for required purpose.

C. Comply with Federal, State, City, and other local Codes and regulations, as applicable.

D. Maintain facilities as long as required. Relocate facilities as required by construction progress.

E. Remove devices when no longer needed, or at completion of work.

1.02 NOT USED

1.03 BARRIERS AND OTHER PROTECTIVE DEVICES

A. Provide and install barriers and protective devices as required and necessary.

1.04 TREE AND PLANT PROTECTION

A. Preserve and protect existing trees and plants at the site.

B. Replace trees, plants and grass areas which are damaged or destroyed due to construction operations.

3.05 REMOVAL

A. Completely remove specified facilities including foundations, when no longer needed. Clean areas as required at installations. Clean and repair damage caused by installations. Perform any necessary filling and grading to make work conform to required construction finish elevations and slopes.

END OF SECTION

SECTION 01570

TEMPORARY CONTROLS

1.01 GENERAL

A. Provide and maintain controls using methods, equipment, and temporary construction, as necessary to protect against unfavorable environmental and other project site conditions and related areas under Contractor's management. Remove physical evidence of temporary control facilities at completion of Work.

B. Environmental Protection Procedures: Ensure compliance with regulations controlling construction activities at Project site. Designate one person, the Construction Superintendent or other, to enforce strict discipline regarding waste generation, pollution of air/water/soil, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project site.

C. Where applicable, conform to requirements of Puget Sound Air Pollution Control Agency, and other authorities' rules and regulations.

D. Comply with all applicable authorities' requirements including those of local utility companies.

1.02 DUST CONTROL

A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations. Prevent airborne dust from dispersing into the facilities and the atmosphere.

1.03 DEBRIS CONTROL

A. Maintain all areas free of extraneous debris. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, and along access roads and haul routes.

1. Provide covered containers for deposit of waste material, debris and rubbish. Maintain site in clean and orderly condition.
2. Legally remove waste materials, debris, and rubbish from site periodically and dispose of off-site.
3. Keep storm sewers free of debris or extraneous materials.

1.04 POLLUTION CONTROL

A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere. Allow no discharge of noxious substances from construction operations.

B. Provide equipment and personnel; perform emergency measures required to contain any spillages. Remove contaminated soils or liquids.

C. Take special measures to prevent harmful substances from entering public waters.

1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to bodies of water, or in sanitary or storm sewers.

D. Provide systems for control of atmosphere pollutants in accordance with Federal/State/Local published rules and regulations.
    1. Prevent toxic concentrations of chemicals.
    2. Prevent harmful dispersal of pollutants into the atmosphere.

1.05 CONSTRUCTION NOISE CONTROL

A. General: The Contractor shall conduct all his work, use appropriate construction methods and equipment, and furnish and install acoustical barriers, all as necessary so that no noise emanating from the process or any related tool or equipment will exceed legal noise levels determined by appropriate agencies.

B. Night time work: If the Contractor desires to perform any work outside of normal working hours, Contractor shall obtain all necessary permits from the appropriate agencies and make all necessary arrangements prior to commencing.

C. Mitigation of construction noise impact: The Contractor shall submit to the Consultant his plans to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments if necessary.

1.06 REMOVAL

A. Remove temporary controls upon completion. Clean and repair damage caused by installations. Restore existing facilities used during construction to specified or original condition.

END OF SECTION

SECTION 01630

SUBSTITUTIONS AND PRODUCT OPTION

1.01 GENERAL

A. Procedures and requirements for requesting substitutions and product options to products, materials, means and methods as specified in Contract Documents shall be in accordance with the following:
   1. Substitutions and product options are required to meet or exceed provisions of Contract Documents.
   2. Submittal of completed Substitution Request Form, provided as part of this Section, is required for consideration of manufacturers/products not otherwise approved by Contract Documents.

1.02 OPTIONS FOR SELECTING MANUFACTURERS/PRODUCTS

A. Where Specifications indicate only reference or performance standards, all manufacturers/products which meet these standards and other provisions of Contract Documents may be selected by Contractor without further approval.

B. Where Specifications name several manufacturers/products, Contractor is to select from only those listed. Other manufacturers/products will not be considered for substitution.

C. Where Specifications name one or more manufacturers/products, but include the words "or approved" after listing, Contractor must submit any substitution request on attached Substitution Request Form for consideration or acceptance.

D. Where Specifications name only one manufacturer/product, there is no option, and no substitution will be allowed.

1.03 SUBSTITUTION PROCEDURE

A. Submit written substitution requests to Owner on Substitution Request Form included in this Section. Submit two copies of each completed form and product data required.
   1. Prior Approvals: Submit at least 10 days prior to Bid Date
      Substitutions will be approved only as listed in Addenda.
   2. Substitution Requests After Contract Date: Only Substitution Requests submitted by General Contractor will be considered. Refer to Section 00700 General Conditions, Paragraph 6.7.1 through 6.7.4 for additional information.

B. In making request for Substitution, Contractor represents that:
   1. They have personally investigated proposed manufacturer/product, and verified that it is equal or superior in all respects to that specified.
   2. They will provide work for accepted substitution, as required, for full completion in all respects.
      a. They have outlined any changes required in accordance with form.
   3. They will provide the same guarantees and quality standards for Substitution as for specified product.
   4. They waive all claims for additional costs related to Substitution which consequently become apparent.

5. Their cost data is complete and includes all costs and related costs relevant to the Contract.

C. Owner will not consider:
   1. Substitutions requested directly by a Subcontractor supplier, or anyone other than Contractor.
   2. Substitutions which, if accepted, will require substantial revisions of Contract Documents.
   3. Substitutions indicated or implied on Shop Drawings or other Project data submittal.

      a. Considerations and acceptance will be made only through proper submittal of completed Substitution Request Form.

D. Architect will not consider:
   1. Substitutions which, if accepted, will require substantial revisions of Contract Documents.
   2. Substitutions indicated or implied on Shop Drawings or other Project data submittal.

NOTE: SUBSTITUTION REQUEST FORM FOLLOWS.

SUBSTITUTION REQUEST FORM

TO: _____

_____

PROJECT NAME: _____

CONTRACTOR: _____

We hereby submit for consideration, the following product instead of specified item for above project:

SECTION PARAGRAPH SPECIFIED ITEM

_____

Proposed substitution: _____

Attach complete dimensional information and technical data in accordance with Section 01300, including laboratory tests, if applicable.

Include complete information on changes to Drawings and Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality, performance, and appearance to that specified. Clearly mark Manufacturer's literature to indicate equality in performance. Indicate differences in quality of materials and construction.

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?:

Yes _____ No _____ If yes, clearly indicate changes. _____

_____

_____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?: _____

_____

C. What affect does substitution have on other trades, other Contracts, and Contract completion date?:

_____

D. What affect does substitution have on applicable code requirements?: _____

_____

E. Difference between proposed substitution and specified item?: _____

_____

F. Manufacturer's guarantees of the proposed and specified items are:
Same _____ Different (explain)_____

G. List of names and addresses of 3 similar projects on which product was used, date of installation, and Consultant's name and address:

1. _____

_____

2. _____

_____

3. _____

_____

H. Cost Impact:

_____

Undersigned attests function and quality is equivalent or superior to specified items.

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

Submitted By:_____

Signature_____ Title _____

Firm_____ Date _____

Address_____ Telephone _____

Remarks:_____

Signature must be by person having authority to legally bind his firm to the above term.

For Use by Owner:

_____ Accepted _____ Accepted as Noted

_____Not Accepted _____ Received Too Late

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

1.01 GENERAL

A. Work includes but is not limited to following:
1. Closeout Procedures
2. Maintenance Manuals
3. Warranties and Bonds
4. Special Guarantees
5. Return of Keys

1.02 CLOSEOUT PROCEDURES

A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.

B. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due. OWNER will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.03 MAINTENANCE and WARRANTY MANUALS

A. Provide Maintenance Data and Warranties bound in commercial quality, 8-1/2" x 11" three-ring binders.
1. Cover: Identify each binder with typed or printed title MAINTENANCE INSTRUCTIONS AND WARRANTIES; list title of Project; identify subject matter of contents.
2. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.
3. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
4. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
5. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

B. MAINTENANCE INSTRUCTIONS

1. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Consultant/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
2. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

3. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
   a) Include product data with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
   b) Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
4. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
5. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems.
6. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

C. WARRANTIES, BONDS, SERVICE CONTRACTS

1. Assemble executed certificates, warranties, bonds, and any required service and maintenance contracts from the respective Manufacturers, suppliers and subcontractors upon project completion.

2. Co-execute submittals when so specified.

3. Number of original signed copies required: Two each.

4. Provide complete information for each item following (as applicable):
   a. Product or work item.
   b. Firm, with name of principal, address, and telephone number.
   c. Description of Warranty and Bond (as applicable).
   d. Date of beginning of warranty; duration of warranty or service and maintenance contract.
   e. Information for Owner's personnel, including proper procedure in case of failure.
      (i). Instances which might affect validity of warranty or bond.
   f. Contractor, name of responsible principal, address, and telephone number.

D. WARRANTIES/GUARANTEES/FORMAT:
   a. Address to Owner.
   b. Submit to Owner on Contractor's letterhead before final payment and acceptance of work by Owner.
   c. Where more than one subcontractor is involved, submit guarantee for each.
      (i). Form of Guarantee:
         1) I (We), (insert the name of contractor), certify (insert name of trade or portion of work being guaranteed) installed by (insert name of appropriate sub-contractor) on the _____ Buildings, _____address_____, ____City____, Washington, is performed in strict accordance with Contract Documents. Further, I (we) guarantee this work to be (watertight, and without leaks)

(other) caused by defects in materials and workmanship, for (fill in specific required guarantee period) years from (date of substantial completion), and will repair, or replace, without delay, any defects in materials and workmanship discovered within guaranty period. Sincerely,

(Name of Contractor/responsible principal/address/telephone number)
Signed by Owner, Partner, or other person authorized to commit firm.

E. START OF WARRANTIES

Warranty periods are to begin on the date of Substantial Completion of the Work.

F. SPECIAL GUARANTEES

1. Special Guarantees: These special guarantees are an extension of the guarantee of work called for in the General Conditions. During the guarantee period, any repairs or replacements required because of defective materials or workmanship and the repairing of damage to other work caused by defective material/workmanship shall be performed by the Contractor at no cost to the Owner.

2. Provide a workmanship and materials guarantee from the materials manufacturer as required in the technical specifications. Define any limitations including excess traffic, blister repairs, and preventive maintenance.

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplemental Conditions, Divisions 1, 6, and 7 Specification Sections, apply to this section.

1.2 SUMMARY, EXECUTION, AND DISPOSAL

A. Work shall include all demolition work as required to complete roofing work as described herein. All adjacent or other work in the building or on site damaged by the Contractor shall be repaired or replaced at Contractor's expense.

This section requires the selective removal and subsequent offsite disposal or delivery to the Owner of the following:

n/a

B. Allow no debris to accumulate in or on building, on grounds, streets, or walks. Remove debris from site as demolition work progresses. Legally dispose of debris at Contractor's expense.

C. Provide for public protection as required by law. Keep streets and walks clean and free from obstruction. Furnish, install, and maintain for the duration of work all required scaffolds, chutes, tarpaulins, barricades, canopies, warning signs, platforms, and any other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations. The use of a magnet broom is encouraged on a daily basis to remove sharp objects that have fallen from the roof from public spaces.

D. Present roof membrane assembly will be tested for asbestos prior to the bid. Results will be posted per addendum.

E. Verify all drain lines and downspouts are functional prior to the start of work. Contractor to be responsible to assure drains are free draining upon completion of roofing work.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY AND SHEATHING

GENERAL - PART I

1.1 Summary:

A. This Section includes but is not limited to the following:

1. Furnish and install miscellaneous lumber as necessary to complete the work.

B. Related Sections:

1. General Conditions and Division 01 apply to this Section.

2. Division 07 - Thermal and Moisture Protection

PRODUCTS - PART II

2.1 General:

A. Plywood: Meet Requirements of PS 1-83/ANSI A199.1 except where APA Performance Rated units are specified. Every sheet shall bear appropriate APA grade stamp identifying species of plywood or by Certificate of Inspection issued by approved lumber grading or inspection bureau or agency listed above. Plywood shall not exceed 18% moisture content when fabricated nor more than 19% when installed. Waferboard, Composite board, and Oriented Strand Board WILL NOT be accepted as equals. In all cases, thickness shown is a minimum regardless of span rating. Material used for same purpose shall be of same thickness.

B. Miscellaneous Framing Lumber: Douglas-Fir, No. 2 and better, 19 percent maximum moisture content, size as required to accommodate conditions, pressure preservative treated where in contact with concrete substrates.

2.2 Nails and Fasteners:

A. Up to 15/32" panel - 8d common or box.

B. 15/32" and thicker panel - 10d common or galvanized box.

C. Dimensional Lumber - 16d common or galvanized box

D. Concrete Fasteners - Rawl Spike, minimum 1/4 inch diameter

2.3 Pressure Treated Wood:

A. Treat wood in contact with concrete or masonry in accordance with LP 2-80 and dried after treatment.

1. Lumber grade and species shall be as specified for the particular use.

2. Identify treated lumber as to name of treater, preservative used, and retention in lbs/cu ft.

3. Season after treatment to moisture content required for non-treated material.

EXECUTION - PART III

3.1 Installation:

A. General

1. Nail heads shall be flush with, but not penetrate, wood surface.

2. Secure nailers to form curbs with appropriate fasteners staggered at 16 inches on center. Place fasteners a maximum of 6 inches from butt or end joints of nailer.

3.2 Protection:

A. Protect wood carpentry from moisture until roofing is installed.

END OF SECTION

SECTION 07 300

FIBERGLASS SHINGLE ROOFING

PART 1 GENERAL

1.01 DESCRIPTION

A. **Base Bid:** Reroofing of mansard roof areas as indicated on plans.
   1. Provide all labor, materials and equipment necessary to remove existing shingles, underlayment, gutters (where identified), and flashing down to the roof sheathing in accordance with Specification 02 050 Demolition.
   2. Install new hand-nailed asphalt composition shingle roofing using six (6) nails per shingle, gutters (where identified), and accessories in accordance with this specification and related specification sections.

B. Related work specified elsewhere.
   1. 02 050 Demolition
   2. 06 100 Rough Carpentry
   3. 07 620 Flashing and Sheet Metal

1.02 SUBMITTALS

A. Product data, Roofing System: Submit the name of the manufacturer and specification numbers and product names of all materials proposed for use in the work. Include in submittal installation instructions and general recommendations for each principal roofing system product required. Include data substantiating that the materials comply with requirements.

B. Manufacturers: Provide primary products, including each type of asphalt shingle, roofing materials, and flashings, as specified from one manufacturer. Provide secondary products that are acceptable to, and approved by, the manufacturer of the primary products. Fire rating of system to be U.L Class A or as approved by other recognized laboratory.

1.03 WARRANTIES:

A. Upon successful completion of the work to the manufacturer's satisfaction, the following warranties shall be issued to the owner:
   1. Manufacturer:
      a) Provide the owner with manufacturer's 10 year No Dollar Limit (NDL) workmanship and materials warranty.
      b) Base Bid Shingles: 35-year shingle, 20-year algae resistant roofing, and 100 M.P.H. wind warranty from the manufacturer.
   2. Applicator: The Applicator shall supply the Owner with a separate 2-year workmanship warranty. In the event any work related to roofing, flashing, or sheet metal work is found to be defective or otherwise not in accordance with the Contract Documents and Manufacturer's requirements and installation instructions within the Applicator's warranty term, the Applicator shall repair that defect at no cost to the Owner.

Submit letter with the bid stating that the installer is approved by the manufacturer to install the specified product AND provide the specified warranties.

1.04 QUALITY ASSURANCE

A. Single Installer Responsibility: A single installer (contractor) shall perform the work, including sheet metal work, as required by this specification; and shall be a firm specializing in roofing system work **who has been in business under the same name and ownership for at least 5 years**, capable of showing successful installations similar to the work required for this project.

B. Owner: Notify Owner and Roofing Consultant 36 hours (one full working day) prior to commencement of work. The owner may provide special inspection of the roofing application. Such inspection will not relieve the contractor of responsibility for proper completion of the work.

C. Contractor: Install in accordance with primary products manufacturer, including each type of roofing, and flashings, as specified from one manufacturer. Install secondary products which are acceptable to, and approved by, the manufacturer of the primary products. Fire rating of system to be U.L Class A, or as approved by other recognized laboratory.

D. Pre-roofing conference: Prior to the installation of the shingle roofing system, meet at the project site with the roofing contractor, the Owner, Roofing Consultant, and other entities interested in the performance of the roofing system. Review the requirements (contract documents), submittals, proposed installation schedule, location and storage of materials, requirements for inspections and testing or certifications, forecasted weather conditions, governing regulations, insurance requirements, proposed installation procedures, and any other items that may be required for completion of the project. If meeting ends with substantial disagreement between parties, determine how disagreement will be resolved and set date for reconvened meeting.

E. Asphalt Shingle Mock Up: A two hundred (200) square foot area of asphalt shingles shall be installed as a mock up of the specified asphalt shingle roof system.
   1. Contractor shall provide 48 hour notice prior to start of mock up installation.
   2. The mock up is to be utilized by the Owner and the Roofing Consultant to evaluate installation procedures, quality of installation, and installers' ability to read, follow, and understand the written specification.
   3. Mock up is to be located at a lower corner of a roof area and finished as a setback.
   4. The mockup shall be evaluated and deemed acceptable by the Owner prior to commencement of roof system installation.
   5. The mock up, if found to be acceptable, may remain as part of the roofing system. However, if found to be unacceptable the mock up shall be removed at the sole expense of the Contractor and the mock up redone until found acceptable.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery: Material shall be delivered in the manufacturer's original sealed and labeled containers and in quantities sufficient to allow continuity of application.

B. Storage: Obtain permission of owner for roof top storage.
   1. Roof top storage of materials: do not exceed the allowable load for the structure.
   2. Materials shall be stored out of direct exposure to the elements.
   3. Roll goods shall be stored on end. Roll goods that have been stored on sides shall be removed from the site and not used.
   4. Material shall be protected against moisture so as not to allow moisture to penetrate the

cover or condensation to occur beneath the cover.

5. Do not store materials or set up staging on adjacent roof areas not in contract.

C. Handling: Material shall be handled in such a manner as to preclude damage and contamination with moisture or foreign matter.

1.06 PROJECT CONDITIONS

A. At ambient temperatures of 70° or greater, take care not to scuff the shingles as they are being installed. In temperatures of 70° or greater shingles must be stored in the shade. Scuffed shingles to be replaced to the satisfaction of owner's representative, at the expense of the installing contractor.

B. Roof deck shall be clean and dry before any roofing work proceeds. Roofing shall not proceed during precipitation, nor when moisture from dew is present, or if precipitation or other moisture source is expected. Roofer shall expose no more roof sheathing than can be covered with the new roofing assembly during the same work day.

C. Protection against staining, mechanical damage, and live loads shall be provided for adjacent surfaces as required during application of roofing.

D. The Contractor is responsible for damage to roof areas not in contract that are damaged as a result of this reroofing work.

1.07 BIDDING REQUIREMENTS

A. Pre-Bid Meeting: A pre-bid meeting shall be held with the Owner's Representative and involved trades to discuss all aspects of the project.

B. Site visit: Bidders shall visit the site and carefully examine conditions that may affect proper execution of the work. All dimensions and quantities shall be determined and verified by the contractor. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with the Owner or Owner's Representative

1.08 CODE REQUIREMENTS

A. The applicator shall submit evidence that the proposed roof system meets the requirements of the local building code and has been tested and approved or listed by the following test organizations. These requirements are minimum standards and no roofing work shall commence without written documentation of the system's compliance, as required in the "Submittals" section of this specification.

1. Underwriters Laboratories, Inc. - Northbrook, IL
    i. Class A fire rated assembly
2. Building permit
    i. Roofing Contractor is responsible for obtaining the reroofing permit from the City of Federal Way.

PART 2 PRODUCTS

2.01 BASE BID ROOFING MATERIALS

A. SBS Modified Asphalt Shingles: Legacy #273.
   1. Fiberglass Reinforced SBS modified asphalt laminated shingles with Scotchgard™ Algae Resistant Roofing System from 3M.
   2. Color to be chosen by owner from a standard color chart.
   3. Provide an additional two bundles of shingles to the owner for future repairs.

B. Roof Underlayment: MALARKEY SYNTHETIC UNDERLAYMENT #1030

C. Self-Adhered Membrane:
   1. Valleys: Malarkey Arctic Seal.
   2. Under Coping Metal: Grace Ultra, or approved high temperature product.

D. Starter Shingle: Malarkey Smart Start #220, full width starter shingle for installation at the rake and eave edges.

E. Hip Caps: Malarkey #227 12-inch Hip & Ridge with Scotchgard algae resistant roofing system and seal down strip and to match shingle color.

F. Nails: Hot dipped galvanized and/or stainless steel nails for **hand nailing** of asphalt shingles, of sufficient length as required to penetrate through sheathing. Nails must 12-gauge with 3/8" (10 mm) head. **Pneumatically driven nails not allowed. Staples are not allowed.**

G. Sealant: ChemLink M1, or approved equal.

H. Asphalt mastic: Provide manufacturer's approved asphalt mastic (Asbestos Free).

I. Step Flashing: 24 gauge prefinished Kynar 500 galvanized sheet metal; 4-inch by4-inch x 8-inch.

J. Valley Metal: Provide 24-gauge galvanized prefinished "W" valley metal.

K. Liquid Applied Flashing Membrane (at locations shown on the drawings):
   1. Primer: As recommended by the manufacturer.
   2. Membrane: Derbigum Derbiflash, Siplast Parapro 123, or Soprema Alsan RS.
   3. Reinforcement Fleece: 165 gram fleece, or as recommended by the manufacturer. All systems are to have reinforcing fleece.

L. Pipe and Conduit Flashings: 4 lb soldered lead flashings with minimum four inch flanges and 8-inch minimum height.
   1. Include new double wrap of EPDM batten seam tape, sealant, and stainless steel clamping band ring where flashing cannot be rolled into pipes.

PART 3 EXECUTION

3.01 GENERAL

A. Remove all debris, trash and scraps from the jobsite on a daily basis.

B. All damage to new and existing roof systems shall be repaired at no cost to Owner by General Contractor.

C. Do not start roofing work until deck meets shingle manufactures requirements and the requirements of this specification. The roof deck needs to be dry at the start of each day. Only perform as much of the new roofing work as can be made weather tight each day.

D. Application shall be in accordance with roofing system manufacturer's latest installation instructions and the requirements of this specification. Should the manufacturers and these specifications conflict, the more stringent shall apply.

3.02 PREPARATION AND DEMOLITION

A. Prior to start of work, test all drains and downspouts as required to identify any blockages. Notify the owner and consultant in writing with results of the test.

B. Completely remove and legally dispose of the existing roof assembly including shingles, underlayments and roof flashings as necessary to complete the new re-roofing work.
   1. Provide and install temporary weather protection as required to leave the building weather tight on a daily basis.

C. Prepare the existing sheathing to be smooth, even, and contiguous by removing protrusions (e.g. nails and staples) and repairing loose, warped, bent sheathing, especially at sheathing joints. Roofing should not start until all defects have been corrected.

3.03 SHINGLE ROOFING INSTALLATION

A. Install a single layer of roof underlayment, integrated in weather lapped fashion with single ply roof membrane.
   1. Roof underlayment is not to be utilized as temporary weather protection.
   2. Prior to installation, underlayment is to be stored on end on elevated platforms and protected from weather.
   3. The underlayment shall be installed parallel to the eaves, overlapping each lower course of underlayment minimum 3-inches.
   4. Endlap seams shall be 12 inches minimum and staggered 24 inches minimum.
   5. Extend continuously up roof-to-wall junctures and curbs a minimum of 8-inches.
   6. Extend 2 plies of underlayment through valleys.
   7. Underlayment shall be installed free of wrinkles and buckles. Wrinkles and/or buckles shall be cut and patched to maintain completed contact between underlayment and roof deck.
   8. Cuts in underlayment shall be repaired maintaining the specified separation between end laps of underlayment.

B. Install asphalt shingles in accordance with manufacturer's instructions using stainless steel and/or hot-dipped galvanized nails, over the underlayment.
   1. Shingles shall be secured with **six** nails per shingle and starter strip. Nails are to be placed flush with the shingle surface. Overdriven, under driven, crooked nails, and nails placed in the incorrect locations will not be accepted. Fasteners should be placed just below the self-seal strip with two nails spaced 1" on either side of each cutout. End

fasteners are set ¾" (19 mm) to 1¼" (32 mm) in from each edge of the shingle.

2. Use only hand nailing with fixed gauge hammers, all hammers to be new having fixed gages from a single source.
3. Install starter strip at the eaves and new asphalt shingles with an overhang at the eaves and rakes 3/4 -inch.
4. Install shingles "book style" with full width starter course and rake strip.
5. Install a quarter-sized dab of shingle adhesive in each tab corner. The shingle must be pressed firmly into the cement (avoid excessive use of adhesive as it may cause blistering).

C. Valleys are to be constructed with metal. Apply 36" width of self-adhered membrane centered in valley first, then apply underlayment run through the valley, followed by "W" valley metal. Trim shingle points.

D. Plumbing vent pipes and conduit penetrations shall be flashed with 4-pound lead flashings integrated into the asphalt shingle roof.
1. Store and reinstall any existing anti-vandalism caps or screens.
2. Flanges shall be six inch minimum width.
3. It may be necessary to field fabricate and field solder lead flashings at select through roof penetrations.
4. Flashing termination:
    i. Roll lead flashing minimum 0.5 inch into end of vent pipes.
    ii. Where flashings cannot be rolled into end of conduits or pipes, install new double wrap of EPDM batten seam tape, stainless steel clamping band ring and sealant. Batten seam tape to extend minimum two inches onto flashing and two inches onto pipe.
5. Strip upslope edge of flashing flange into shingle assembly with underlayment.

E. Gutters and Sheet Metal (see Specification 07 620 Flashing and Sheet Metal for additional requirements and information).

F. Liquid Applied Flashing Membrane:
1. Apply primer direct in one step utilizing a brush or paint roller. Do not allow ponding.
2. Allow primer to cure for a minimum of twelve (12) hours, or as recommended by the manufacturer. Exposure of the primer in excess of five (5) days or pre-mature exposure to moisture may require removal and application of new primer.
3. Mix resin components per manufacturer's recommendations.
4. Once the mix is ready, apply liberally to the prepared surface with a roller using a broad, even stroke.
5. Install membrane flashing system in accordance with the manufacturer's requirements / recommendations. Provide system with base flashing, counter flashing, and all other flashings required for a complete watertight system.
6. Flashings shall extend a minimum of eight inches (8") above finished membrane level and a minimum of six inches (6") onto horizontal deck surface, or as shown on the details and drawings.
7. Fleece sections shall overlap each other a minimum of two inches (2").
8. Work wet membrane to avoid any blisters, openings, or lifting at corners, junctions, and transitions. Assure full resin saturation of fleece. Extend resin beyond edge of fleece as required by the manufacturer.

3.04 CLEAN UP AND CLOSE OUT

A. CLEANING AND REPAIRING

1. At completion of each day's work and at work completion, sweep debris from new and adjacent surfaces. Do not allow fasteners, cuttings, filings or scraps to accumulate.
   a. Remove debris from Project Site upon work completion or sooner, if directed.

END OF SECTION 07 300

SECTION 07 411

METAL ROOF PANELS

PART 1 GENERAL

1.01 DESCRIPTION

A. **Alternate Bid for Mansard roofs:** Reroofing of mansard roof areas as indicated on plans.
   1. Provide all labor, materials and equipment necessary to remove existing shingles, underlayment, flashing, and gutters (where identified) down to the roof sheathing in accordance with Specification 02 050 Demolition.
   2. Install new pre-manufactured metal roof panels with standing seams and concealed clips, including underlayment, gutters (where identified), and accessories in accordance with this specification and related specification sections.

B. Related work specified elsewhere.
   1. 02 050 Demolition
   2. 06 100 Rough Carpentry
   3. 07 620 Flashing and Sheet Metal

1.02 PERFORMANCE REQUIREMENTS

A. TESTING AND CERTIFICATION
   1. Wind Uplift:
      a. The panel system shall be ASTM E1592 tested under the supervision of an accredited laboratory and the laboratory shall issue the test report.
         1. The testing laboratory shall meet the requirements for compliance with the ISO/IEC Standards 17025 or an accredited independent agency, recognized by the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement or ANSI.
      b. UL 580 test, Class 90 rated per Construction #364 minimum 24 gauge panels when installed over 1/2" plywood, with roof panel fastener clips spaced 2'-0" on center maximum.
   2. Air Infiltration: Panel to meet the following standard when in accordance with ASTM E-1680:
      a. With factory-applied continuous sealant 0.08 cfm/lineal ft. of panel seam at 1.57 psf positive pressure, and 0.13 cfm/lineal ft. of panel seam at 1.57 psf negative pressure.
   3. Water Penetration: Panel to meet the following standard when tested in accordance with ASTM-E1646:
      a. With factory-applied continuous sealant, no leakage at 6.24 psf.

1.03 SUBMITTALS

A. Product data, Roofing System: Submit the name of the manufacturer and specification numbers and product names of all materials proposed for use in the work. Include in submittal installation instructions and general recommendations for each principal roofing system product required. Include data substantiating that the materials comply with requirements.

B. Manufacturers: Submit manufacturer's technical product data, installation instructions and recommendations for each type of roofing required. Include data substantiating that materials comply with requirements.

C. Shop Drawings:
   1. Submit complete shop drawings detailing all perimeter flashings and joints in accordance with the manufacturer's standard recommendations.
   2. Describe all proposed details that deviate from what is shown on the plans.
   3. Details must allow for expansion and contraction.

1.04 WARRANTIES:

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal roof panel assemblies that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures, including rupturing, cracking, or puncturing.
      b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   2. Warranty Period: 25 years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
   1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
      a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
      b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
      c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
   2. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Weathertightness System Warranty: Manufacturer's full system non-prorated weathertight warranty in which manufacturer agrees to repair or replace metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period. All associated costs for this warranty shall be included in the bid.
   1. Weathertight Warranty Period: 10 years from date of Substantial Completion.

Submit letter with the bid stating that the installer is approved by the manufacturer to install the specified product AND provide the specified warranties.

1.05 QUALITY ASSURANCE

A. INSTALLER'S QUALIFICATIONS
   1. Installer must be approved by the Panel Manufacturer in writing prior to work

commencing.

2. Installer shall meet the following:
   a. Successfully applied five metal roofs of comparable size and complexity which reflects a quality weathertight installation.
   b. Have been in business for a minimum period of five years in the region where the work will be performed.

B. MANUFACTURER'S QUALIFICATIONS

1. Manufacturer shall have a minimum of 10 years experience supplying metal roofing to the region where the work is to be done.
2. Comply with current independent testing and certification as specified.
3. Manufacturer shall provide proof of $2,000,000 liability insurance for their metal roof system and comply with current independent testing and certification as specified.
4. The roof panel manufacturer must also subscribe to Underwriters Laboratories' "Follow Up Service" assuring continuing product compliance with UL requirements. Shipment packaging of panels and attachment clips must bear UL classification markings.
5. Panel manufacturers without full supporting literature; Flashings & Details Guides, Guide Specifications and Technical Support, shall not be considered equal to the specified product.

C. REGULATORY AGENCY REQUIREMENTS

1. Comply with UBC and local Building Code requirements if more restrictive than those specified herein.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery: Material shall be delivered in the manufacturer's original sealed and labeled containers and in quantities sufficient to allow continuity of application.

B. Protect against damage and discoloration.

C. Handle panels with non-marring slings.

D. Do not bend panels.

E. Store panels above ground, with one end elevated for drainage.

F. Protect panels against standing water and condensation between adjacent surfaces.

G. If panels become wet, immediately separate sheets, wipe dry with clean cloth, and allow to air dry.

H. Painted panels shall be shipped with a protective plastic sheeting or a strippable film coating between all panels. [Remove any strippable film coating prior to installation and in any case, do not allow the strippable film coating to remain on the panels in extreme heat, cold, or direct sunlight or other UV source.]

1.07 PROJECT CONDITIONS

A. Examine the conditions and substrates in which metal roofing work is to be installed. Substrate shall be installed level, flat and true to avoid panel stresses and distortion.

B. Field measurements shall be taken prior to fabrication of panels.

C. Proceed with roofing installation only after satisfactory conditions are met.

1.08 BIDDING REQUIREMENTS

A. Pre-Bid Meeting: A pre-bid meeting shall be held with the Owner's Representative and involved trades to discuss all aspects of the project.

B. Site visit: Bidders shall visit the site and carefully examine conditions that may affect proper execution of the work. All dimensions and quantities shall be determined and verified by the contractor. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with the Owner or Owner's Representative

PART 2 PRODUCTS

2.01 METAL PANELS

A. AEP Span, A Division of ASC Profiles Inc, 2110 Enterprise Boulevard, West Sacramento, CA 95691, 800-733-4955. Tacoma: 2141 Milwaukee Way, Tacoma, Washington 98421

B. PANEL DESIGNATION: Design Span® hp

1. Base Metal:
   a. Material: Steel conforming to:
      (1) ASTM A792 minimum yield 50,000 psi, thickness 24 gauge.
   b. Protective Coatings:
      (1) Conform to ASTM A792, AZ50 (Zincalume®/Galvalume®).
2. Exterior Finish: DuraTech® 5000 (Polyvinylidine Fluoride), full 70% Kynar® 500/Hylar 5000® consisting of a baked-on 0.15-0.20 mil corrosion resistant primer and a baked-on 0.70-0.80 mil finish coat with a specular gloss of 10-30% when tested in accordance with ASTM D-523 at 60°.
3. Interior Finish:
   a. Primer Coat Material: Corrosion-resistant primer; primer coat dry film thickness: 0.15 mils; finish coat material: polyester paint, finish coat dry film thickness: 0.35 mils.
   b. Color: Off-White to Light Gray
4. Panel Color: To be chosen by Owner from standard color chart.
5. Factory-Applied Seam Sealant:
   a. Cold-applied, non-skinning, butyl mastic sealant.
6. Configuration:
   a. Standing Seam: Roof panels shall consist of integral self-locking standing seams 1-3/4” high spaced 16” on center.
      (1) Striated pan.

C. ACCESSORIES
1. Roof Underlayment: Malarkey Synthetic Underlayment #1030, or approved equal.
2. Self-Adhered Membrane (High-Temp): Grace Ultra, or approved equal.
3. Fastener Clip: UL 90 rated 18 gauge G-90 Galvanized steel, 40 ksi yield strength, 3-1/2" long triple fastener type.
4. Fasteners: Per manufacturer's recommendation.
5. Sealant: Gunnable Grade Caulking: Single component polyurethane caulk.
6. Tape sealant: Butyl

D. FLASHING
1. Material, gauge and finish to match panels. Do not use lead or copper.

E. LIQUID APPLIED FLASHING MEMBRANE (at locations shown on the drawings):
1. Primer: As recommended by the manufacturer.
2. Membrane: Derbigum Derbiflash, Siplast Parapro 123, or Soprema Alsan RS.
3. Reinforcement Fleece: 165 gram fleece, or as recommended by the manufacturer. All systems are to have reinforcing fleece.

PART 3 EXECUTION

3.01 EXAMINATION

A. EXISTING CONDITIONS

1. Verify that members to receive panels are complete, accurately sized and located, in true plane, secure and otherwise properly prepared.

2. Prior to starting work, notify General Contractor about any defects requiring correction.

3. Do not start work until conditions are satisfactory.

3.02 PREPARATION

A. FIELD MEASUREMENTS

1. Verify prior to fabrication.

2. If field measurements differ from drawing dimensions, notify Architect/Engineer prior to fabrication.

B. PROTECTION

1. Treat, or isolate with protective material, and contacting surfaces of dissimilar materials to prevent electrolytic corrosion.

2. Require workmen who will be walking on Roofing Panels to wear clean, soft-soled work shoes that will not pick up stones or other abrasive material which could cause damage or discoloration.

3. Protect Work of other Trades against damage and discoloration.

C. SURFACE PREPARATION

1. Clean and dry surfaces prior to applying sealant.

3.03 INSTALLATION

A. PANELS

1. Follow roof panel manufacturer's directions.
2. Install panel seams vertically.
3. Lap panels away from prevailing wind direction.
4. Do not stretch or compress panel side-lap.
5. Secure panels without warp or deflection.
6. Fully engage interlocking seams.
7. Remove strippable protective film, if used, immediately preceding panel installation.

B. ALLOWABLE ERECTION TOLERANCE

1. Maximum Alignment Variation: 1/4 inch in 40 feet

C. FABRICATION

4. Unless otherwise shown on drawings or specified herein, fabricate panels in continuous one-piece lengths and fabricate flashings and accessories in longest practical lengths.
5. Roofing panels shall be factory formed. Field formed panels are not acceptable.

D. FLASHING

1. Follow Manufacturer's directions and Architect approved Shop Drawings.
2. Install flashings to allow for thermal movement.
3. Remove strippable protective film, if used, immediately preceding flashing installation.

E. CUTTING AND FITTING

1. Neat, square and true. Torch cutting is prohibited.
2. Openings 6 inches and larger in any direction: Shop fabricate and reinforce to maintain original load capacity.
3. Debur cut edge where necessary to saw-cut panels.

F. Liquid Applied Flashing Membrane:

1. Apply primer direct in one step utilizing a brush or paint roller. Do not allow ponding.
2. Allow primer to cure for a minimum of twelve (12) hours, or as recommended by the manufacturer. Exposure of the primer in excess of five (5) days or pre-mature exposure to moisture may require removal and application of new primer.
3. Mix resin components per manufacturer's recommendations.
4. Once the mix is ready, apply liberally to the prepared surface with a roller using a broad, even stroke.
5. Install membrane flashing system in accordance with the manufacturer's requirements / recommendations. Provide system with base flashing, counter flashing, and all other flashings required for a complete watertight system.

6. Flashings shall extend a minimum of eight inches (8”) above finished membrane level and a minimum of six inches (6”) onto horizontal deck surface, or as shown on the details and drawings.
7. Fleece sections shall overlap each other a minimum of two inches (2”).
8. Work wet membrane to avoid any blisters, openings, or lifting at corners, junctions, and transitions. Assure full resin saturation of fleece. Extend resin beyond edge of fleece as required by the manufacturer.

3.04 CLEAN UP AND CLOSE OUT

A. PANEL DAMAGE AND FINISH SCRATCHES

1. Do not apply touch-up paint to damaged paint areas that involve minor scratches.

2. Panels or flashings that have severe paint and/or substrate damage shall be replaced as directed by the Architect’s or Owner’s representative.

B. CLEANING AND REPAIRING

1. At completion of each day’s work and at work completion, sweep Panels, Flashings and Gutters clean. Do not allow fasteners, cuttings, filings or scraps to accumulate.
   a. Remove debris from Project Site upon work completion or sooner, if directed.

END OF SECTION 07 411

SECTION 07620

FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 DESCRIPTION

A. Work includes metal flashings at roof intersections, parapets, gutters (where indicated), penetrations, and as otherwise required for a complete, weatherproof installation.

1.2 REFERENCES

A. SMACNA, Architectural Sheet Metal Manual, Sixth Edition (2003).

1.3 SUBMITTALS

A. Product data, Sheet Metal: Submit the name of the manufacturer, specification numbers, and product names of all materials proposed for use in the work. Include in submittal installation instructions, shop drawings, and general recommendations for each principal product required. Include data substantiating that the materials comply with requirements.

PART 2 MATERIALS

A. Coping and counter flashing: Prefinished galvanized sheet steel, 24 gauge unless otherwise noted. Use 20 gauge minimum for clips. Finish to be Kynar 500 (PVF), color as directed by owner, as selected from standard color chart.

B. Step Flashing and Drip Edge Metal: Prefinished galvanized sheet steel, 24 gauge unless otherwise noted. Use 20 gage minimum for clips. Finish to be Kynar 500 (PVF_2), color as directed by Owner, as selected from standard color chart.

C. Flanged Flue Vent Flashing and Bonnets: Galvanized sheet steel, 24 gauge unless otherwise noted. All seams fully soldered. Provide minimum 6 inch flanges unless otherwise noted. Provide a minimum 8 inch high soldered cone flashing, matching existing profiles. Provide new bonnet flashing and sealant, matching existing or if not currently installed.

D. Soldered transition flashing: AISI 302/304 26 gauge stainless steel, 4 inch flanges.

E. Fasteners: Nails shall be hot-dip galvanized for galvanized steel. Bolts, and nuts, power driven fasteners, screws, washers, etc., shall be hot-dip galvanized or stainless steel. Screws shall be a high-dome, neoprene gasketed, hex head type, or incorporate a washer with a laminated neoprene gasket. Exposed screws to have prefinished heads of color matching the coping metal.

F. Gutters: Continuous 5-inch “K” Style gutters, 0.032” aluminum, or to match existing profile at south entry of building. Secure with K-Style Quick Screw hangers at 24” o.c.

PART 3 FABRICATION/INSTALLATION

A. Examine the substrate and the conditions under which the work is to be performed, and do not proceed until unsatisfactory conditions have been corrected. Surfaces to receive sheet metal are to be clean, even, smooth, dry, and free from defects and projections which might adversely affect the application. Verify slope prior to installation. Remove all mechanical units as required for access to curbs. Reinstall as required. Comply with SMACNA recommendations.

B. Work shall be accurately formed to sizes, shapes, and dimensions indicated with all angles and lines in true alignment. All work shall be straight, sharp, and erected plumb and level in proper plane without bulges or waves. Conform to standards of SMACNA.

C. Fabricate all items in maximum length and keep the number of joints to a minimum.

D. Cooperate with other trades in installation of work. Deliver items to be installed by others in time to avoid delay of project.

E. Make proper allowances for expansion and contraction of materials in all work.

F. Fabricate new coping with 4" minimum lapped seam joints and corners. Outside face of coping to extend as shown in drawings, and held in place with continuous clip. Inside face dimension to be two and one half (2 1/2) inches minimum, or as shown in drawings. Hem edges. Fasten inside face with gasketed cap screws spaced at two (2) feet on center. Top fastening or fastening through laps is not permitted.

G. Gutters: Remove all existing gutters. Install new site rolled gutters at locations shown on plan. Install continuous 5-inch "K" Style gutters, 0.032" aluminum, or to match existing profile at south entry of building. Secure with K-Style Quick Screw hangers at 24" o.c. Size gutter outlet to fit existing downspouts. Install expansion joints in gutter lengths greater than 50 feet. Provide flanged outlet tubes, sized to fit existing downspouts. Provide new stainless steel strainers at each gutter outlet tube.

H. Provide soldered sheet metal closures at transitions where shown on the drawings and details.

I. When no detail direction is provided in the contract documents for an existing roofing related condition, the contactor shall bring such transitions to the attention of the owner and consultant.

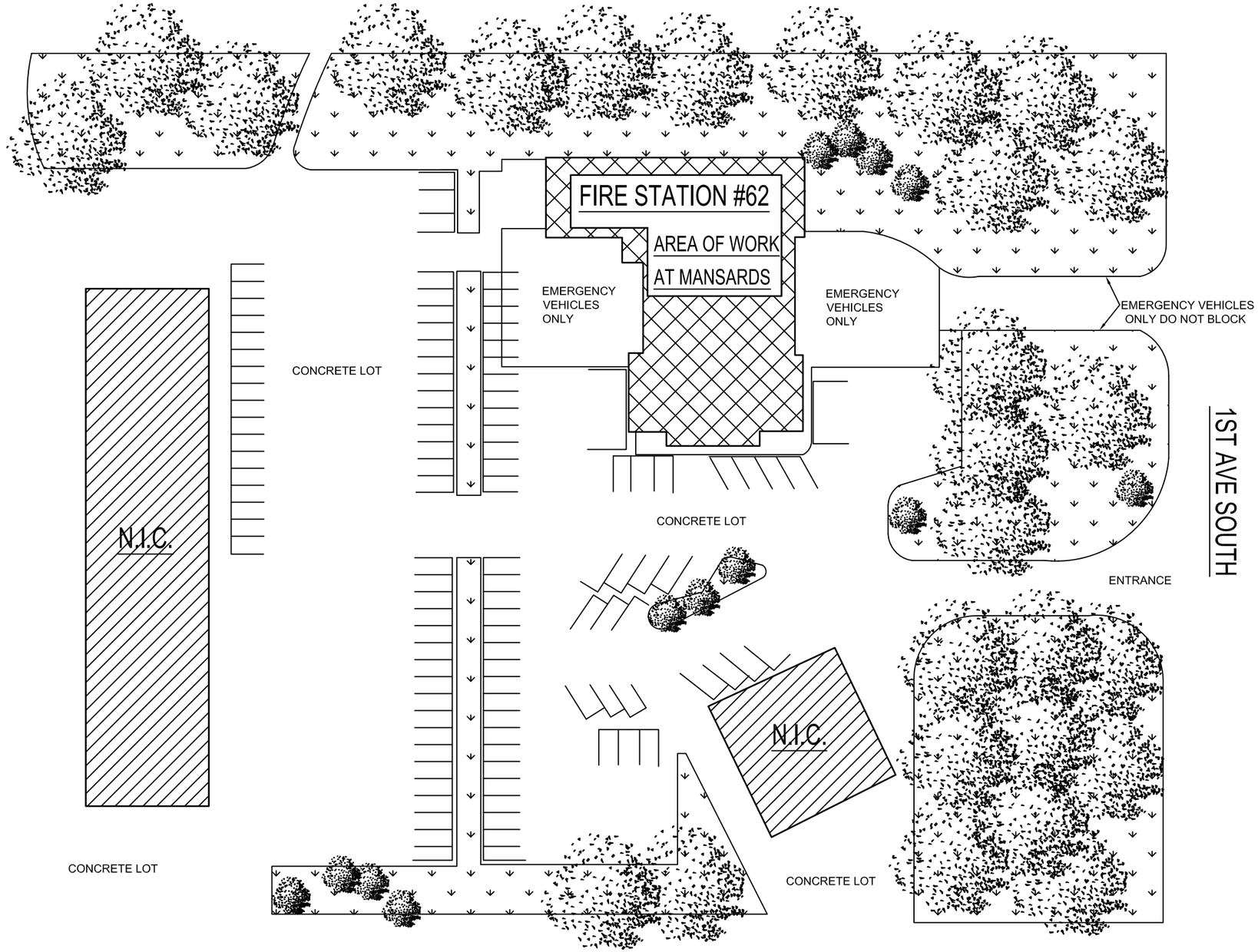
END OF SECTION

DRAWING INDEX

Sheet	Sheet Title
R100	COVER PAGE / SITE PLAN
R200	ROOF PLAN
R300	SHINGLE ROOF DETAILS
R301	METAL ROOF DETAILS - ALT. BID
R400	SHINGLE ROOF DETAILS
R401	METAL ROOF DETAILS - ALT. BID
R500	SHINGLE ROOF DETAILS
R501	METAL ROOF DETAILS - ALT. BID

ABBREVIATIONS:

@	AT
O.C.	ON CENTER
TYP.	TYPICAL
SIM.	SIMILAR
MIN.	MINIMUM
MAX.	MAXIMUM
GALV.	GALVANIZED
S.S.	STAINLESS STEEL
(N)	NEW
(E)	EXISTING
W/	WITH
N.I.C.	NOT IN CONTRACT
MECH.	MECHANICALLY



GENERAL NOTES

1. Contractor to verify all dimensions, appurtenances, and site conditions. Notify concerned parties of any conditions prior to bid which would affect the indicated work. Failure to notify constitutes acceptance of the conditions and indicated scope of work. Existing conditions shall not be the basis for contract increases.
2. Contractor shall not scale drawings, as the drawings are general and are intended to indicate the location of proposed work.
3. Details are included in this package. For conditions not detailed refer to the specifications/drawings, NRCA, and manufacturer's installation guidelines; whichever is more stringent shall govern.
4. Contractor shall coordinate location of contractor's equipment and vehicles with the owner. Contractor shall not impede owner's and tenants' use of the premises.
5. All roofing related debris shall be picked up on a daily basis and legally disposed of offsite.
6. Contractor shall be responsible for any damage to the premises as a result of prosecution of the work.
7. Contractor shall verify the status of all roof drains and/or downspouts prior to startup of the work. Owner's representative shall be notified of drain tests prior and be allowed an opportunity to observe said drain tests.
8. The roof shall remain weather-tight during the course of roof work. Contractor shall provide temporary weather protection capable of withstanding extended time periods on a daily basis.
9. A copy of the project plans and specifications shall be kept available on site at all times during the course of construction.

SITE PLAN
NOT TO SCALE

NORTH

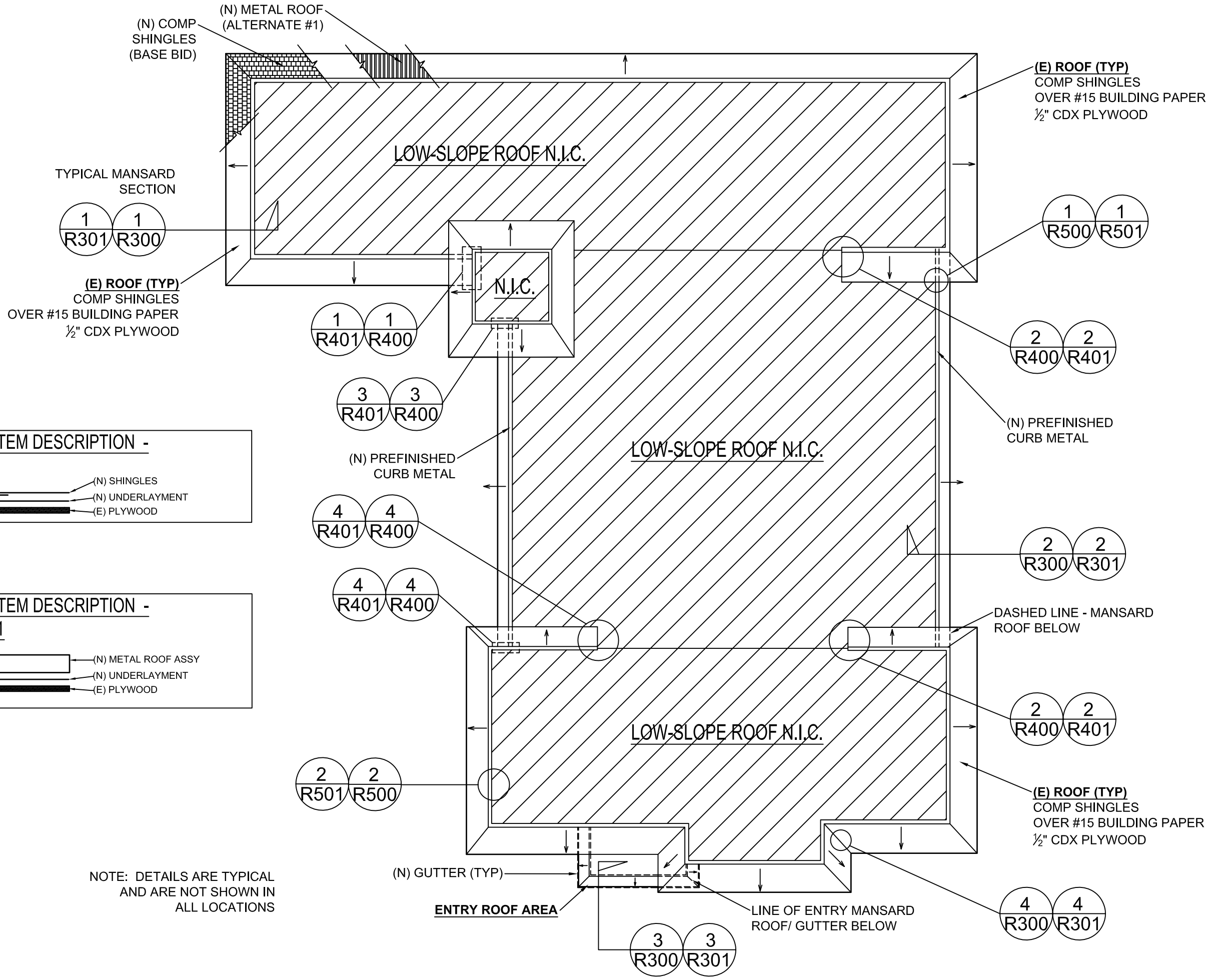
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SITE PLAN
Fire Station #62 - Mansard Reroof
CLIENT : South King Fire & Rescue
ADDRESS : 31617 1st Ave South
Federal Way, Washington
PHONE :

PRJ# : 10-090709C1
DRW : C.Northern
CHK : D. Davis
DATE : Mar 2014

SHEET
R100



(N) ROOF SYSTEM DESCRIPTION - BASE BID

(N) ROOF SYSTEM DESCRIPTION - ALTERNATE #1

NOTE: DETAILS ARE TYPICAL AND ARE NOT SHOWN IN ALL LOCATIONS

NORTH

ROOF PLAN

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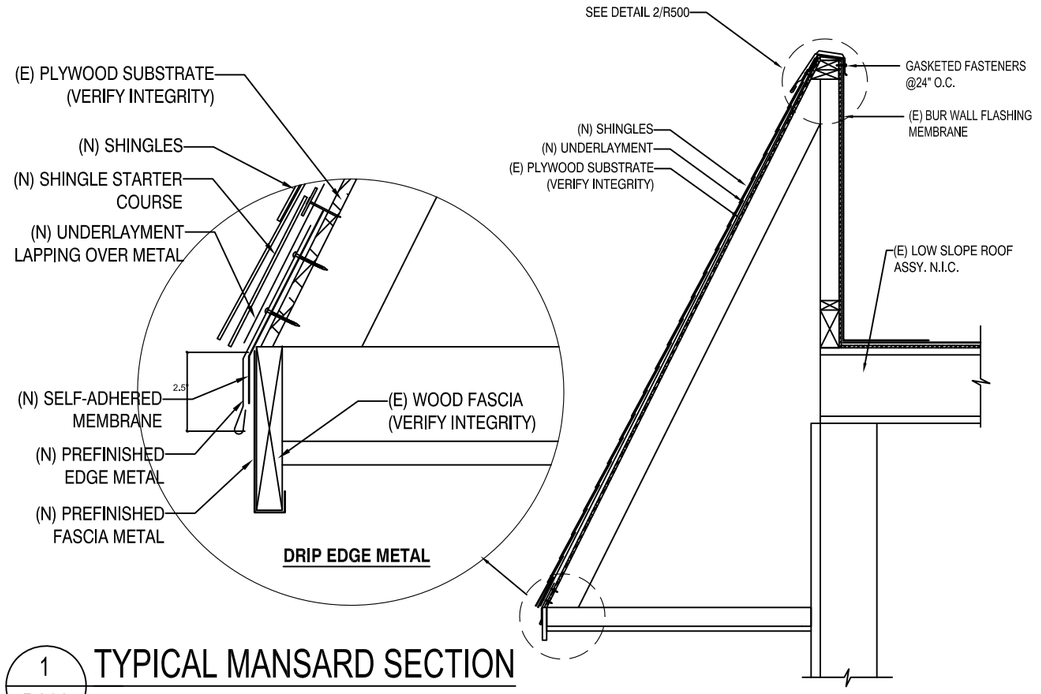
ROOF PLAN

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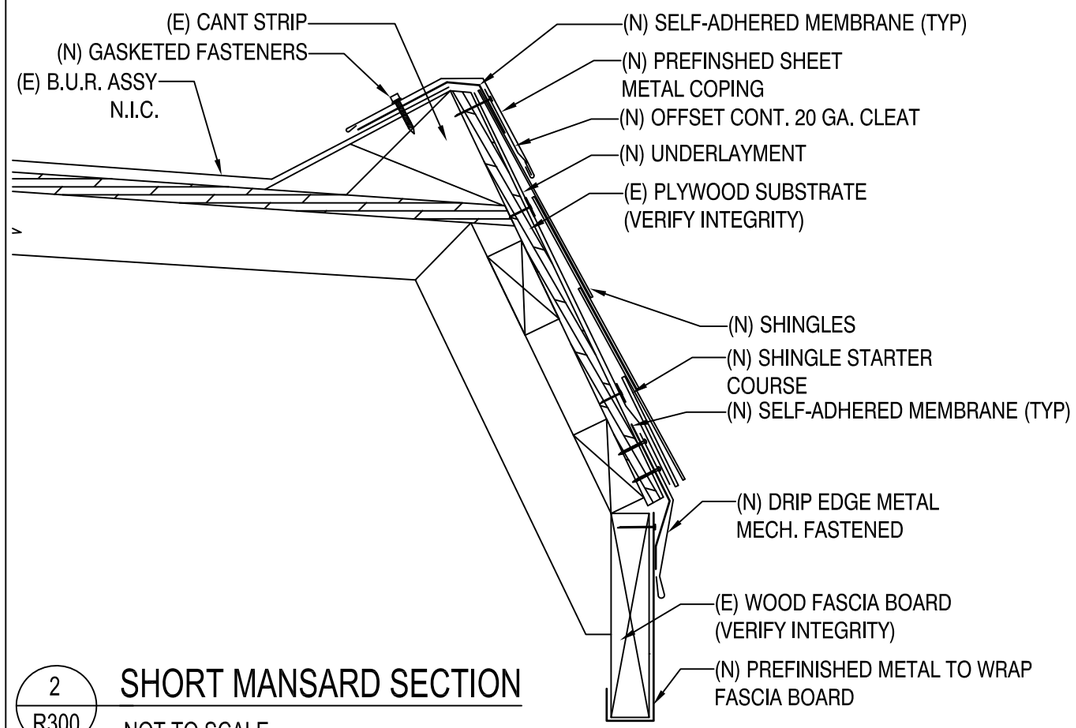
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DRW : C.Northern
CHK : D. Davis
DATE : Mar 2014

SHEET
R200



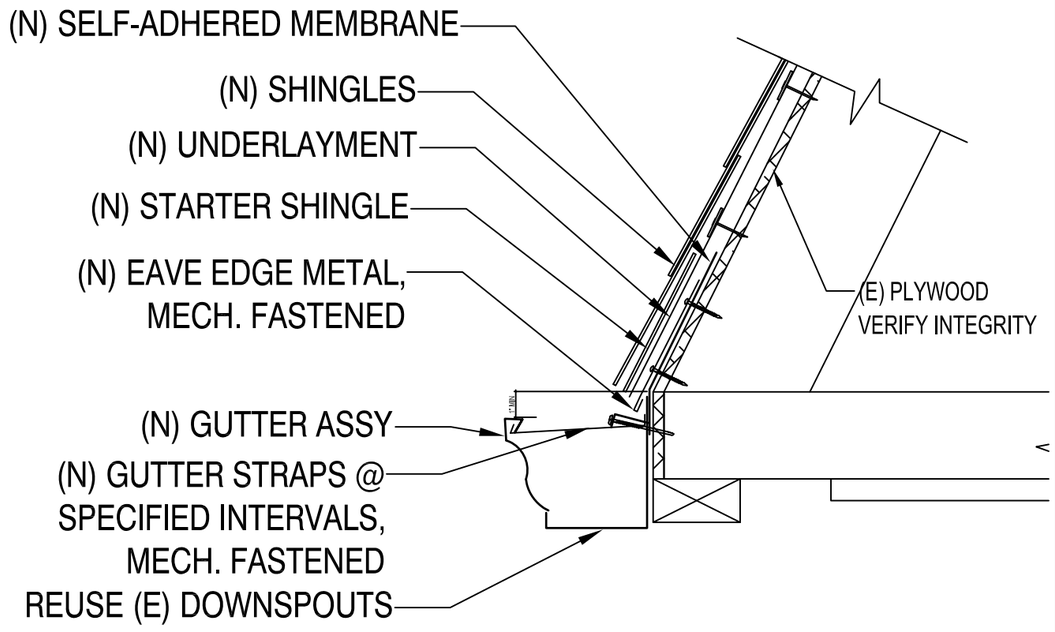
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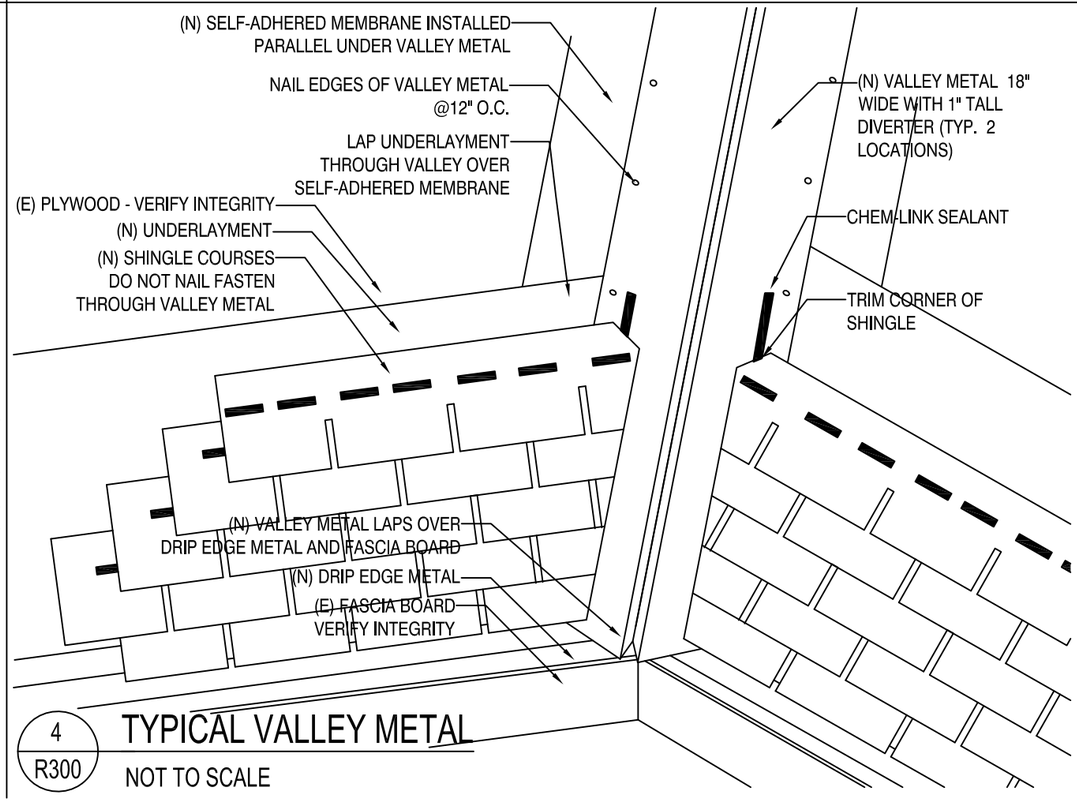
2 R300 **SHORT MANSARD SECTION**

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3 R300 **GUTTER @ ENTRY ROOF**

NOT TO SCALE



4 R300 **TYPICAL VALLEY METAL**

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TYPICAL ROOF DETAILS

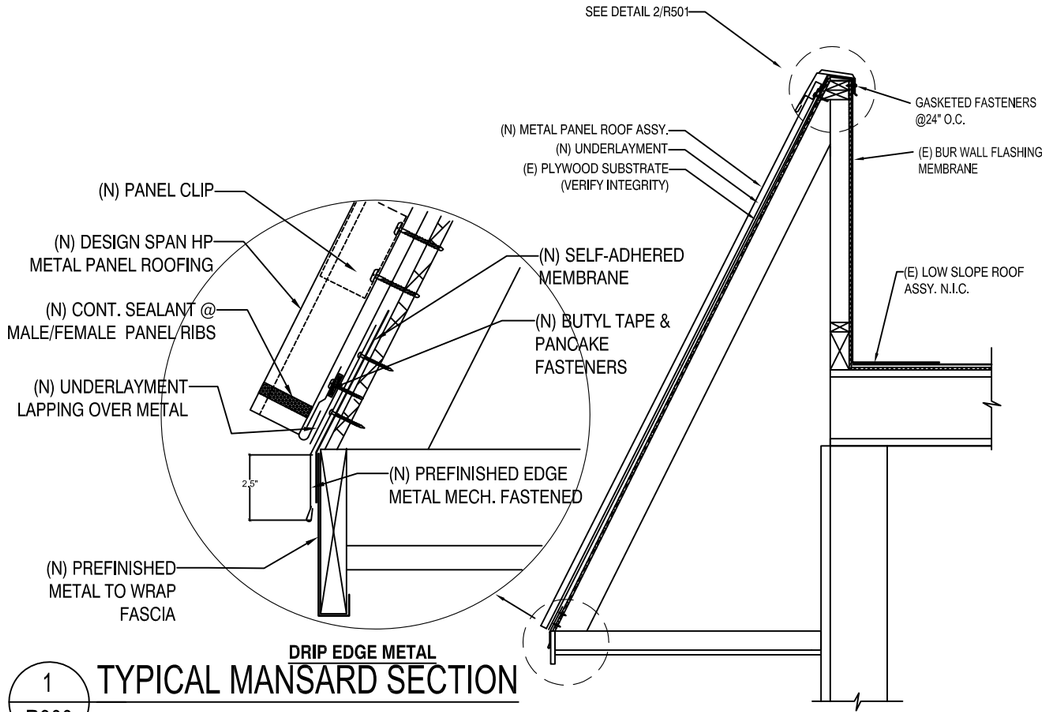
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PRJ# : 10--090709C1
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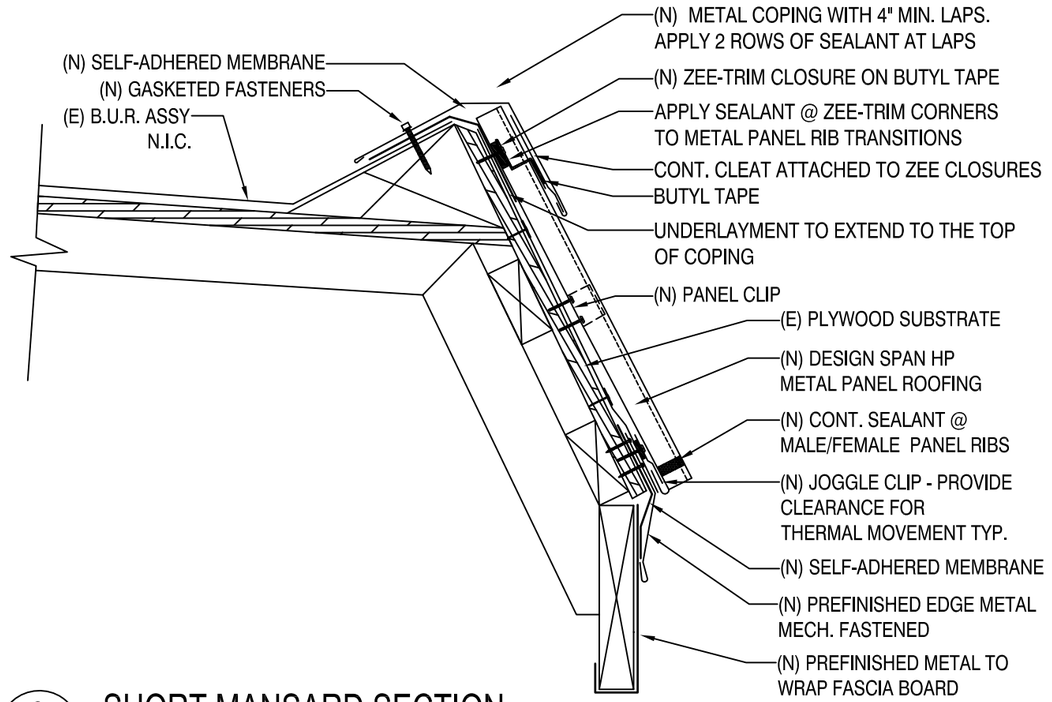
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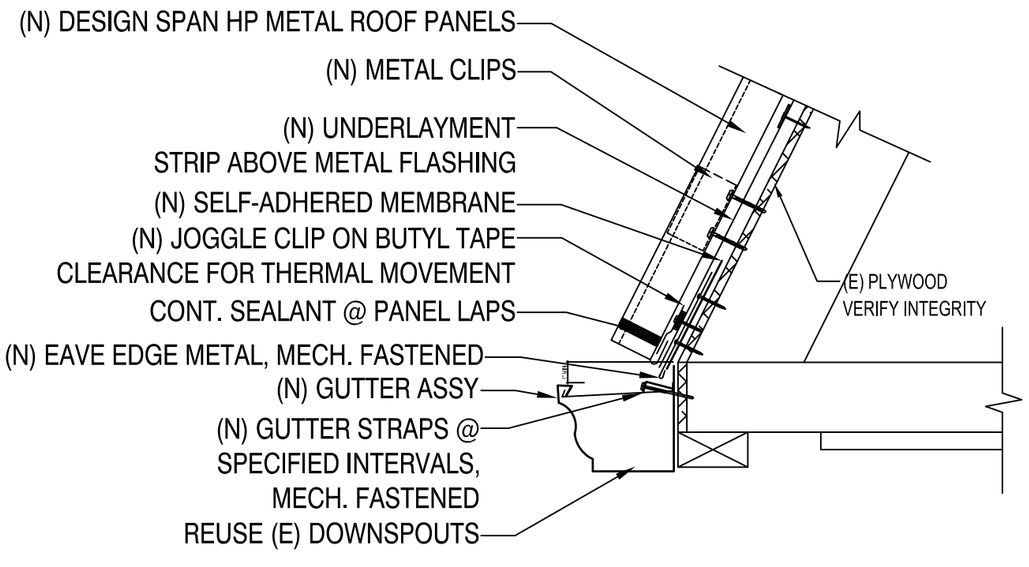
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2 R300 **SHORT MANSARD SECTION**

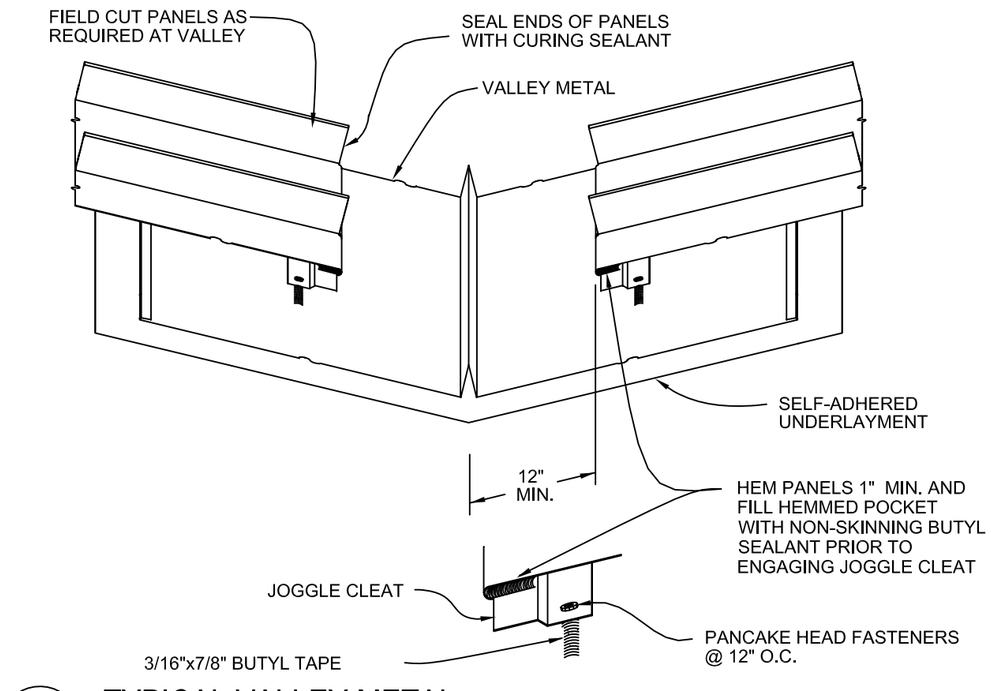
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3 R300 **GUTTER @ ENTRY ROOF**

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4 R300 **TYPICAL VALLEY METAL**

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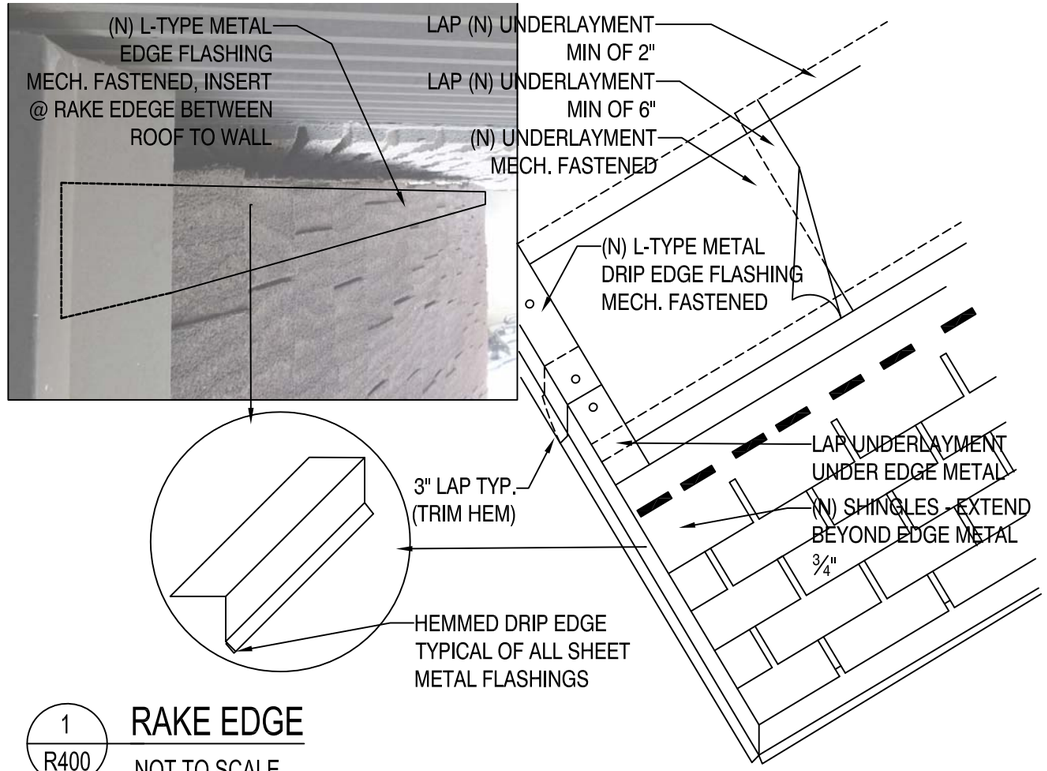
TYPICAL METAL ROOF DETAILS - Alternate Bid

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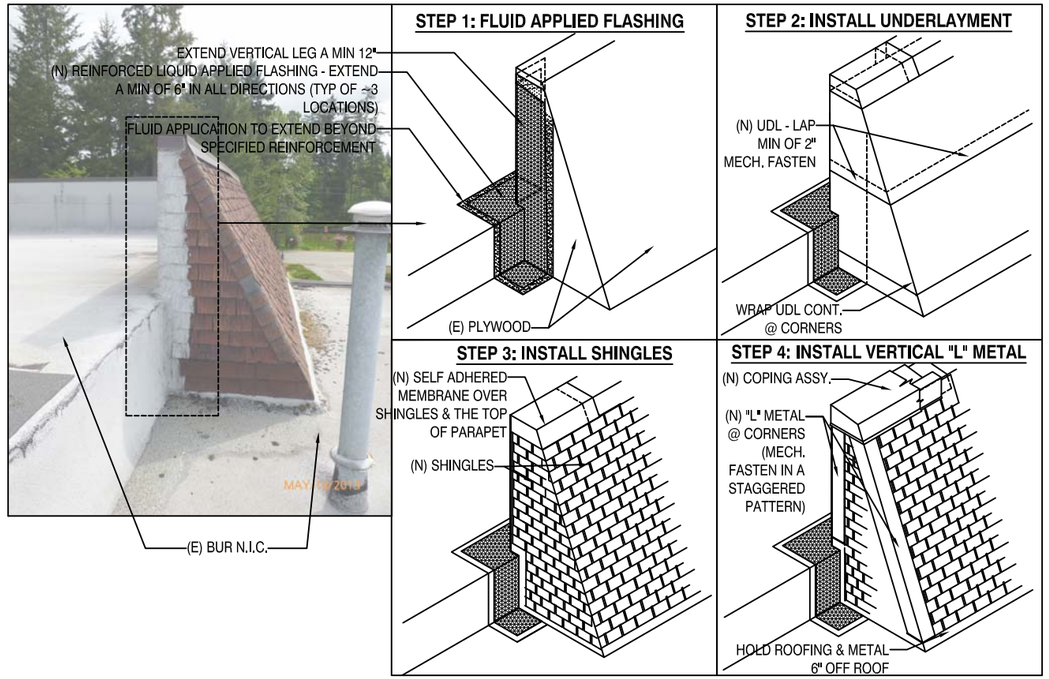
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DRW : C. Northern
CHK : D. Davis
DATE : Mar 2014

SHEET
R301



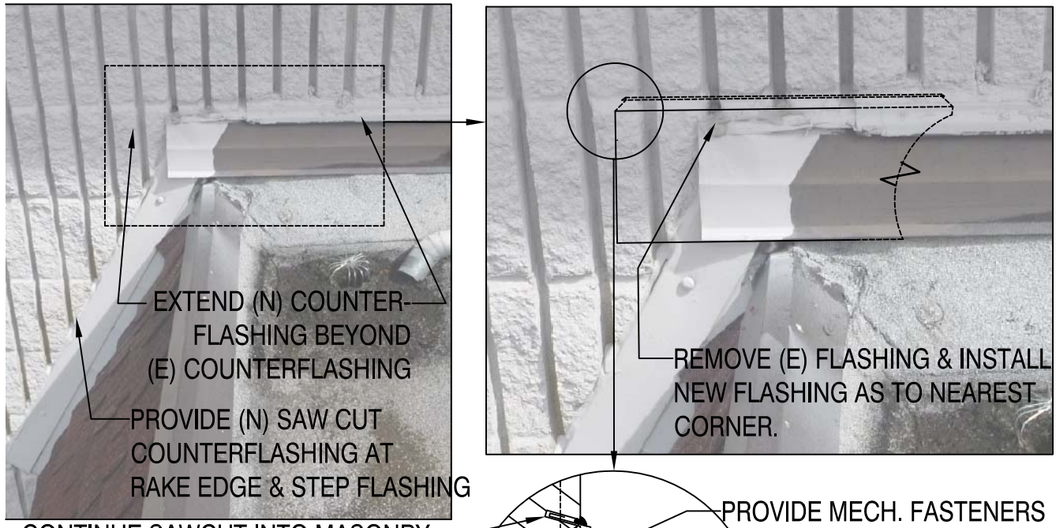
1 R400 **RAKE EDGE**

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2 R400 **TYPICAL STEEP TO LOW SLOPE TRANSITION**

NOT TO SCALE



3 R400 **FLASHING EXTENSION**

NOT TO SCALE



4 R400 **TYPICAL TERMINATION @ SOFFIT**

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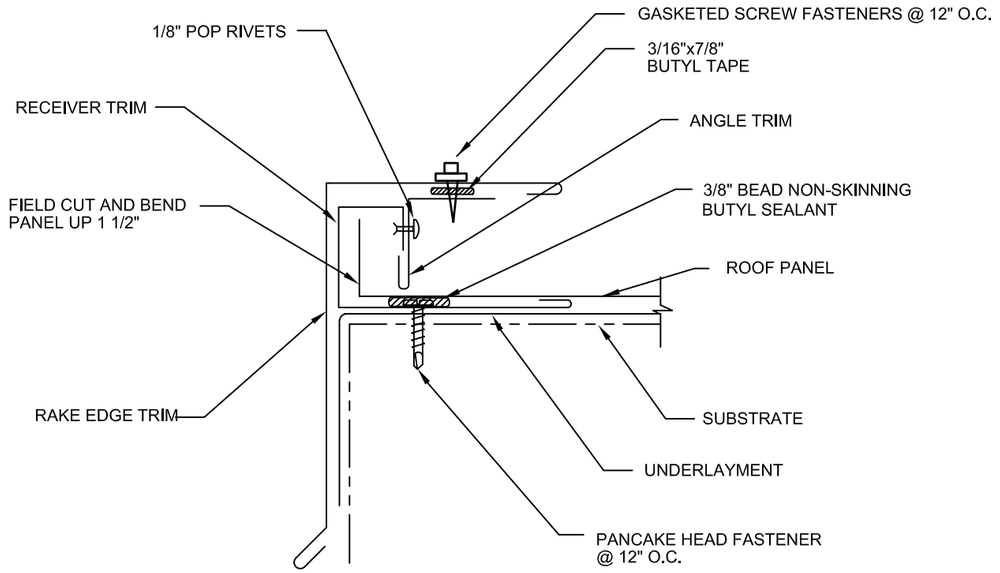
TYPICAL ROOF DETAILS

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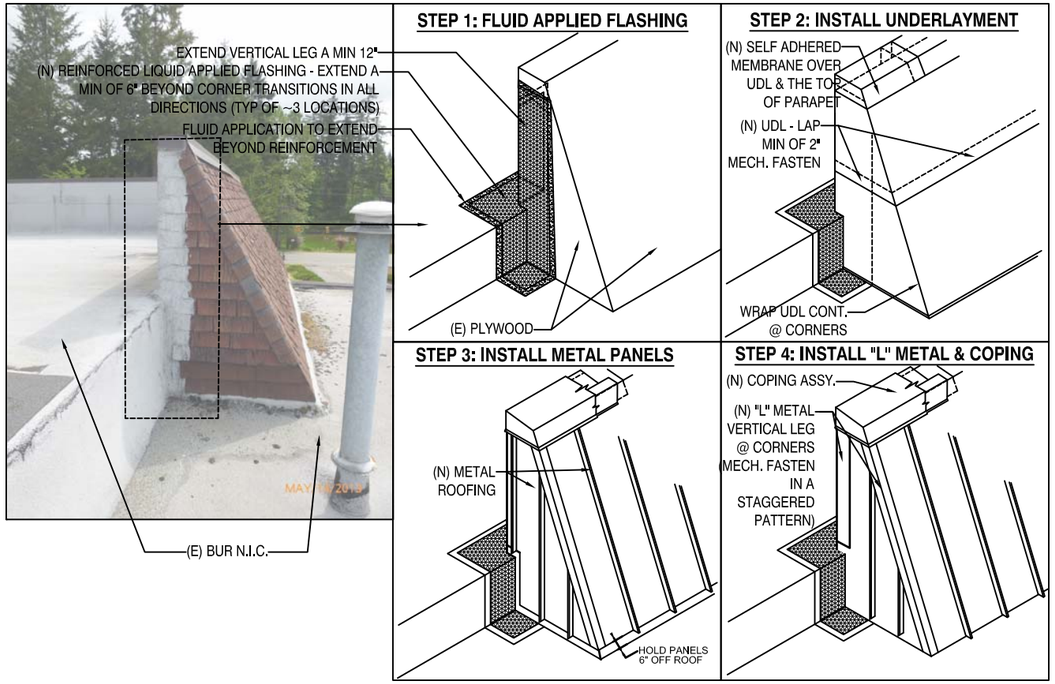
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R400



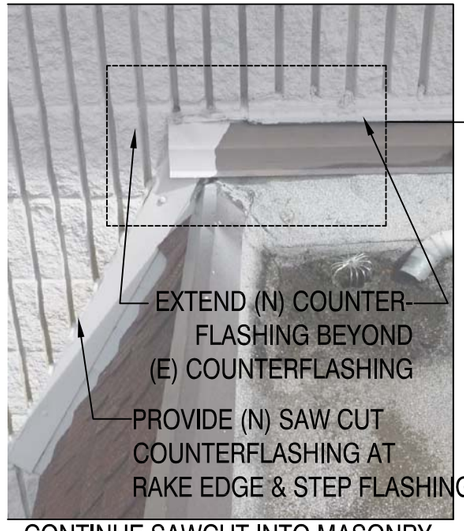
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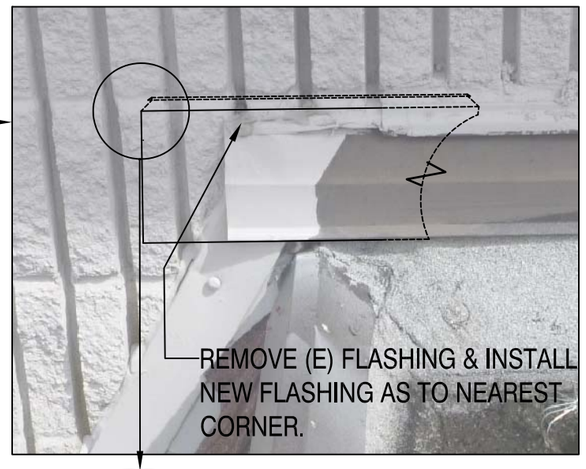
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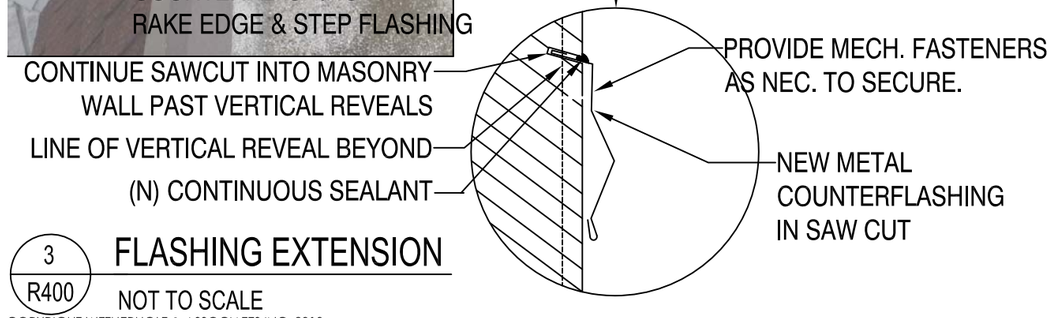


2 R400 **TYPICAL STEEP TO LOW SLOPE TRANSITION**

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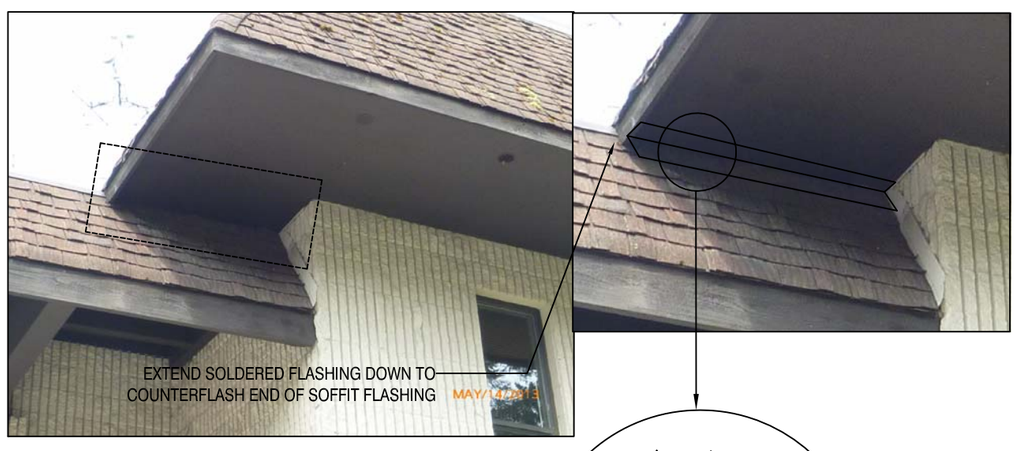


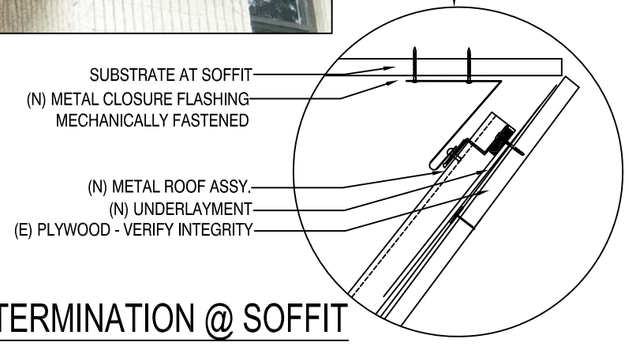


3 R400 **FLASHING EXTENSION**

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4 R400 **TYPICAL TERMINATION @ SOFFIT**

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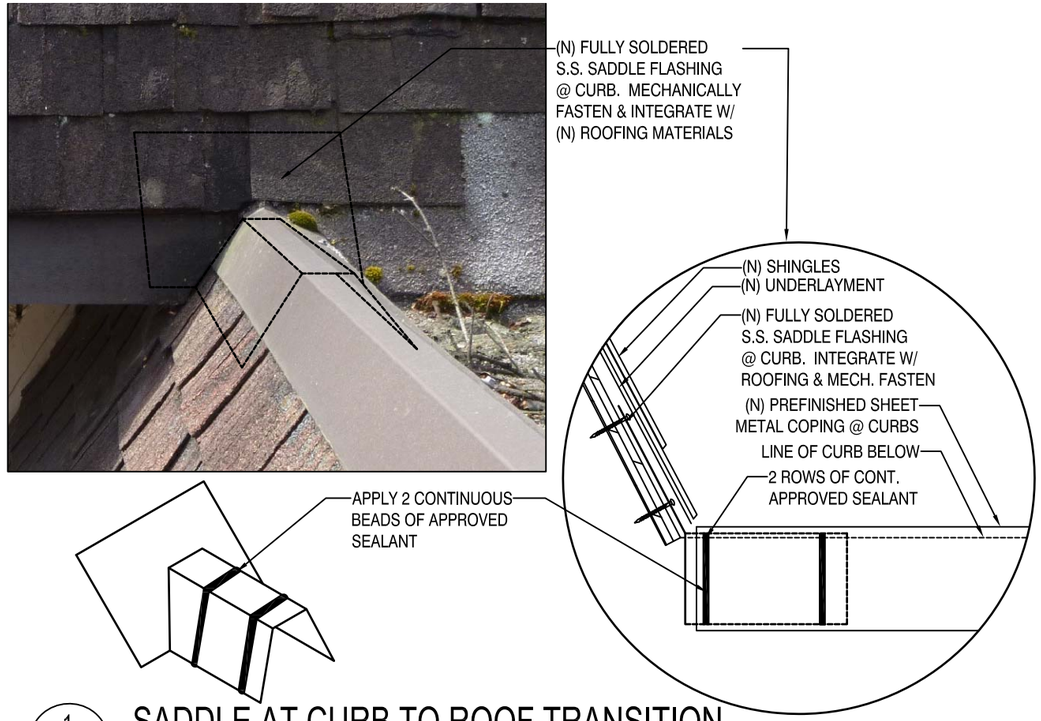
TYPICAL METAL ROOF DETAILS - Alternate Bid

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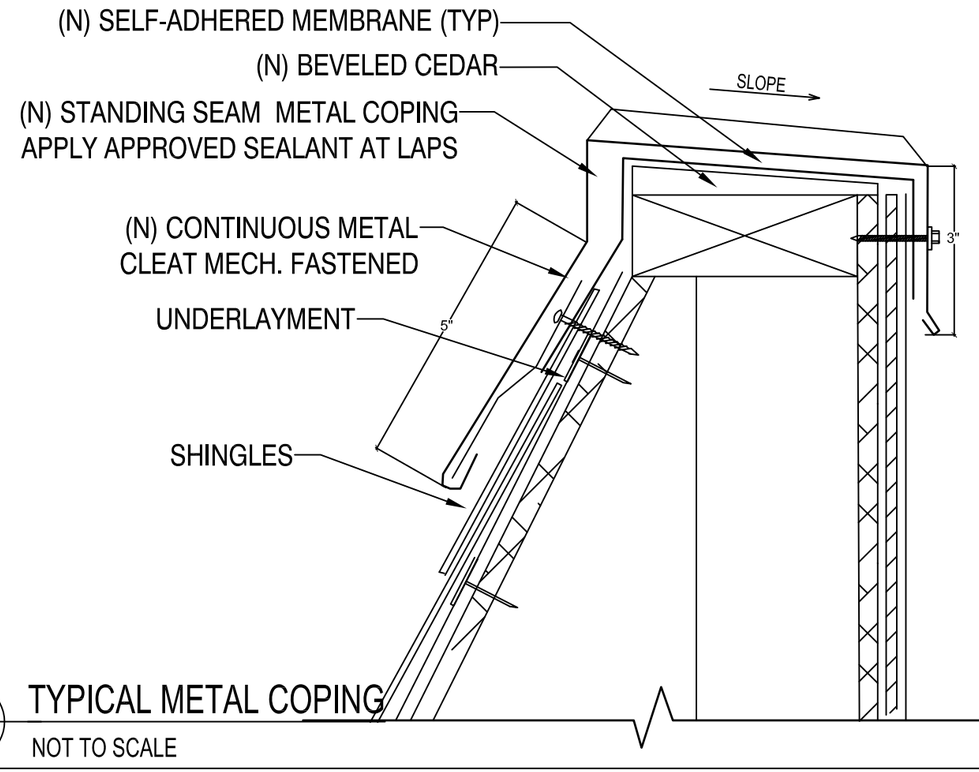
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DRW : C. Northern
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DATE : Mar 2014

SHEET
R401



1 / R500 SADDLE AT CURB TO ROOF TRANSITION

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2 / R500 TYPICAL METAL COPING

NOT TO SCALE

3 / R500 NOT USED

NOT TO SCALE

4 / R500 NOT USED

NOT TO SCALE

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TYPICAL ROOF DETAILS

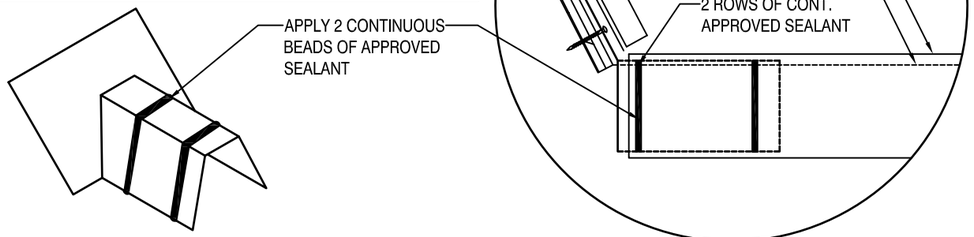
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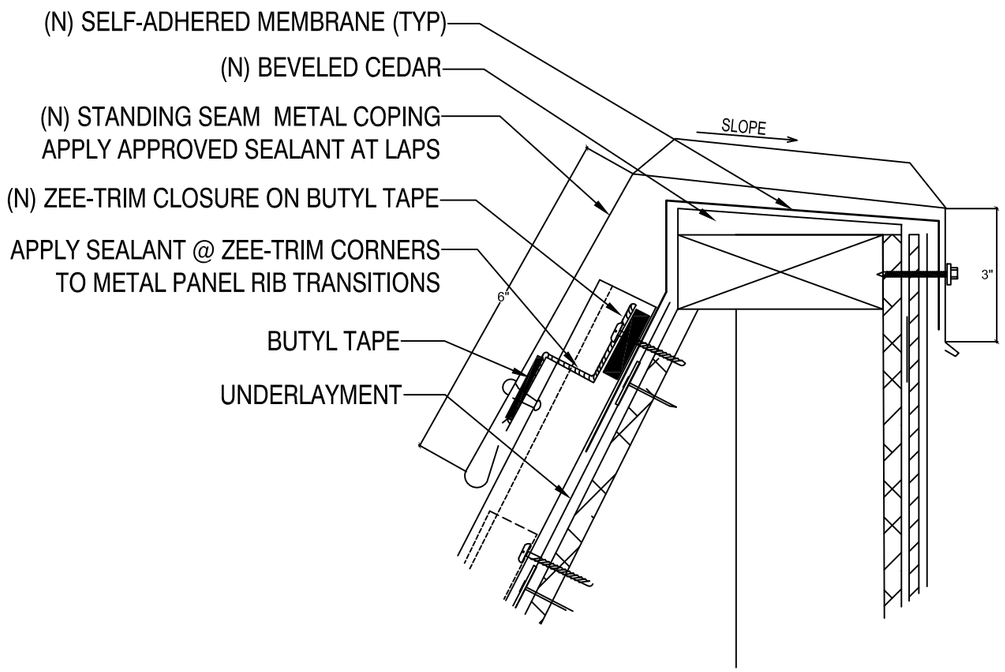
SHEET
R500





1 / R500 **SADDLE AT CURB TO ROOF TRANSITION**

NOT TO SCALE



2 / R500 **TYPICAL METAL COPING**

NOT TO SCALE

3 / R500 **NOT USED**

NOT TO SCALE

4 / R500 **NOT USED**

NOT TO SCALE

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TYPICAL METAL ROOF DETAILS - Alternate Bid

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SHEET
R501