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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

See Supplemental Conditions
Section 1.01 DEFINITIONS

A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of [illegible] ments and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.

B. "Architect/Engineer" or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.

C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.

D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.

E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.

F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.

G. "Contract Sum" is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.

H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.

J. "Day(s): Unless otherwise specified, day(s) shall mean calendar day(s)."

K. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.

L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.

M. "Final Completion" means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.

N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.

O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

See Supplemental Conditions
Section 1.01 DEFINITIONS

"Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the [illegible]

"Owner" means the state agency, institution, or its authorized representative with the authority to [illegible] in accordance with the Contract Documents and make related determinations and findings.

"Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

"Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.

"Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.

"Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.

"Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.

"Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.

"Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

"Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.

"Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

"Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.

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

1.02 ORDER OF PRECEDENCE

See Supplemental Conditions
Section 1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents [illegible]

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.

See Supplemental Conditions
Section 1.02 ORDER OF PRECEDENCE

5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.

6. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.

7. Signed and Completed Bid Form.

8. Instructions to Bidders.

9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

See Supplemental Conditions
Section 1.02 Replaces section 1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;

Familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;

Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and

Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:

   a. Completed operations/products liability;

   b. Explosion, collapse, and underground; and

   c. Employer's liability coverage.

2. Automobile Liability Insurance: Automobile liability

B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

See Supplemental Conditions
Section 2.02 COVERAGE LIMITS, INSURANCE COVERAGE CERTIFICATES

Insurance amounts: The coverage limits shall be as follows:

A. Limits of Liability shall not be less than $1,000,000 Combined Single Limit for Bodily Injury and Property Damage (CSL) for Automobile Liability, Each Occurrence, Bodily Injury and Property Damage, Each Occurrence.

B. $2,000,000 Aggregate for Annual General Aggregate.

C. $2,000,000 Annual Aggregate for Products and Completed Operations Liability.

D. $1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.

B. List Project info: All insurance certificates shall name Owner's Project number and Project title.

C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

See Supplemental Conditions
Section 2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order or Contract Modification which increases the price, in the aggregate, by more than 25% of the Contract Price, the Contractor shall provide either new payment and performance bonds for the revised Contract

See Supplemental Conditions
Section 2.04 PAYMENT AND PERFORMANCE BONDS

Prior to Work, the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall furnish payment and performance bonds or riders attached to the Contract Documents increase the bond by 25% of more. Supplement of performance bond is required when Contract Sum is $35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

A. Owner has a reasonable objection to the surety; or

B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

See Supplemental Conditions
Section 2.06 BUILDER'S RISK

Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the Contract Sum, plus value of Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, such insurance is a cost reimbursable item for the Builder's Risk Insurance. The insurance shall protect the interest of Owner, Contractor and any Subcontractors, as their interests may appear.

Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

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

3.02 CONSTRUCTION SCHEDULE

See Supplemental Conditions
Section 3.02 CONSTRUCTION SCHEDULE

Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The

See Supplemental Conditions

Section 3.02 CONSTRUCTION SCHEDULE

A. Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

B. Form of Progress Schedule: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.

C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.

D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.

E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

See Supplemental Conditions

Section 3.03 OWNER'S RIGHT TO SUSPEND THE WORK CONVIENCE

A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend the Work for a period of 90 Days, or for such longer period as mutually agreed.

B. Notice of suspension of Work: Upon receipt of notice to suspend the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work; or

2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;

2. Acts or omissions of any government entity;

3. Fire or other casualty for which Contractor is not responsible;

4. Quarantine or epidemic;

5. Strike or defensive lockout;

6. Unusually severe weather conditions which could not have been reasonably anticipated; and

7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

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

D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was

concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.

F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.

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

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

See Supplemental Conditions
Section 3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

Liquidated Damages

1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to the Owner's ability to fulfill its Contract Documents obligations to the public. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

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

Actual Damages

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

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

See Supplemental Conditions
Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

See Supplemental Conditions

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

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare Contract Documents with each other and with information furnished by Owner. If, in the course of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.

Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.

F. Interpretation questions referred to A/E: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

See Supplemental Conditions

Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark Project Record Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and mechanical, electrical, and communications installations, field changes of dimension and details, actual suppliers, manufacturers, and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated weekly to reflect actual construction and installation.

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Submit Project Record to A/E prior to Final Acceptance: Contractor shall submit complete and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

See Supplemental Conditions

Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the

See Supplemental Conditions

proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and [illegible] Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor's submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own [illegible] duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

Approval of Shop Drawings by Contractor and A/E: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness and compliance with the Contract Documents [illegible] Shop Drawings shall be stamped by an appropriate professional licensed by the state of [illegible] shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.

Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications are prepared in sections which conform generally with [illegible] Contractor convenience and shall not control Contractor

See Supplemental Conditions

dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by

See Supplemental Conditions Part 4 SPECIFICATIONS

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

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

See Supplemental Conditions

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely [illegible] this Project. They are not to be used by Contractor or any Subcontractor [illegible] for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and [illegible] Drawings, Specifications, [illegible] prepared by A/E appropriate to and for use in the execution of their Work.

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

A. [illegible]

See Supplemental Conditions
Section 5.01 Paragraph A

B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.

C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.

D. See Supplemental Conditions
Section 5.01 Paragraph D

E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.

B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.

C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

D. SEE SUPPLEMENTAL CONDITIONS FOR NEW PARAGRAPH

5.03 PATENTS AND ROYALTIES

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

5.04 PREVAILING WAGES

A. See Supplemental Conditions
Part 5.04 Replaces Paragraph A –PREVAILING WAGES

B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

G. See Supplemental Conditions

5.05 HOURS OF LABOR

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

B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days

a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

A. See Supplemental Conditions
Part 5.06 Replaces Paragraph A

B. During performance of the Work:

1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.

2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.

3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

A. See Supplemental Conditions

B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.

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

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

a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;

b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and

c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.

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

a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);

b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;

c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and

d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

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

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

2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise

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

F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.

H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.

B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.

C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.

D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to

Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

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

5.10 UNFORESEEN PHYSICAL CONDITIONS

A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

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

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

B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.

B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.

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

C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.

B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:

1. Constitute or imply acceptance;

2. Relieve Contractor of responsibility for providing adequate quality control measures;

3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;

4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or

5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.

B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.

C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

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

Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

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

H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.

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

5.17 CLEAN UP

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

5.18 ACCESS TO WORK

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

5.19 OTHER CONTRACTS

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

5.20 SUBCONTRACTORS AND SUPPLIERS

A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide

documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

   a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

   b. A Washington Employment Security Department number, as required in Title 50 RCW;

   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

   d. An electrical contractor license, if required by Chapter 19.28 RCW;

   e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.

B.

See Supplemental Conditions
Part 5.20 Replaces Paragraph B –SUBCONTRACTORS AND SUPPLIERS

C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and

2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.

3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.

B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;

2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;

3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and

4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.

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

5.22 INDEMNIFICATION

A. Contractor to indemnify Owner: Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;

2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and

3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

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

6.02 SCHEDULE OF VALUES

See Supplemental Conditions
Part 6.03 A APPLICATION FOR PAYMENT

6.03 APPLICATION FOR PAYMENT

A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.

B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.

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

1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;

2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);

4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;

6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;

7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and

8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.

B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

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

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

6.05 PAYMENTS WITHHELD

A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:

1. Non-compliant Work: Work not in accordance with the Contract Documents;

2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;

3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;

4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or

5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

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

6.07 SUBSTANTIAL COMPLETION

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

6.08 PRIOR OCCUPANCY

A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.

B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.01 CHANGE IN THE WORK

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

7.02 CHANGE IN THE CONTRACT SUM

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

See Supplemental Conditions

Part 7 Replaces PART 7 CHANGES

b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.

See Supplemental Conditions

Part 7 Replaces PART 7 CHANGES

e. insurance and bond costs as set forth below.

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

(3) The Mechanical Contractors Association of America for equipment used on mechanical work.

See Supplemental Conditions

Part 7 Replaces PART 7 CHANGES

tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

See Supplemental Conditions

Part 7 Replaces PART 7 CHANGES

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

C. <u>Change Order Pricing – Unit Prices</u>

See Supplemental Conditions
<u>Part 7 Replaces PART 7 CHANGES</u>

c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;

See Supplemental Conditions

Part 7 Replaces PART 7 CHANGES

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.

B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.

C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:

1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;

2. Dates: The date on which facts arose which gave rise to the Claim;

3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;

4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;

5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;

6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;

7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;

8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

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

D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:

1. Response time for Claim less than $50,000: If the Claim amount is less than $50,000, with a decision within 60 Days from the date the Claim is received; or

2. Response time for Claim of $50,000 or more: If the Claim amount is $50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.

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

8.02 ARBITRATION

A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.

B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Claims less than $30,000: Disputes involving $30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or

2. Claims greater than $30,000: Disputes over $30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.

E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:

1. Daily time sheets and supervisor's daily reports;

2. Collective bargaining agreements;

3. Insurance, welfare, and benefits records;

4. Payroll registers;

5. Earnings records;

6. Payroll tax forms;

7. Material invoices, requisitions, and delivery confirmations;

8. Material cost distribution worksheet;

9. Equipment records (list of company equipment, rates, etc.);

10. Vendors', rental agencies', Subcontractors', and agents' invoices;

11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;

12. Subcontractors' and agents' payment certificates;

13. Cancelled checks (payroll and vendors);

14. Job cost report, including monthly totals;

15. Job payroll ledger;

16. Planned resource loading schedules and summaries;
17. General ledger;

18. Cash disbursements journal;

19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;

20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;

21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;

23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:

1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;

2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;

4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;

5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or

7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.

B. Owner's actions upon termination: Upon termination, Owner may at its option:

1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;

2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and

3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.

C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.

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

F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.

B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:

1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;

2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;

4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;

5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and

6. Continue performance not terminated: Continue performance only to the extent not terminated

C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.

D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

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

10.02 SUCCESSORS AND ASSIGNS

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

10.03 MEANING OF WORDS

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

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

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

10.08 THIRD-PARTY AGREEMENTS

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

10.09 ANTITRUST ASSIGNMENT

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

10.10 HEADINGS AND CAPTIONS

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

See Supplemental Conditions
New Sections 10.11.01 through 10.11.07

--END of General Conditions--

SUPPLEMENTAL CONDITIONS FOR JOB ORDER CONTRACTS

Last update July, 1 2016

1.01 Replaces Section 1.01 Definitions

A. "Application for Payment" means a written request submitted by Contractor to the Owner, or if the Owner has retained an A/E for a Work Order, to the A/E for payment of Work completed in accordance with the Contract Documents and approved Work Order

B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.

C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following, for the Contract or for an individual Work Order: (1) a change in the Work; (2) the amount of the adjustment in the Sum, if any, and (3) the extent of the adjustment in the Time, if any.

D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.

D.1 “Coefficient” is the Contractor’s competitively bid price adjustment to the unit prices as published in the Unit Price Book. The contents and variations allowed in the “Coefficient” are further defined in the RFP and in this Supplemental Conditions document. The “Standard Coefficient” is for Work that is conducted during normal working hours (7:00AM to 5:00PM, Monday through Friday) and the “Non-standard Coefficient” is for Work that occurs during other than normal working hours (5:00PM to 7:00AM, Monday through Friday, and weekends and holidays). Coefficients may also vary according the location of the Work in a Zone specified in the RFP.

E. “Contract” is the “Job Order Contract” as defined below in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated definitive Work Orders.

E.1 “Contract Award Amount” is the “Minimum Committed Amount” of Work Orders stated in the RFP.

F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Job Order Contract and other Special Forms.

F.1 “Contract Manual” means the volume assembled for the Request for Proposal (RFP) for the Job Order Contract that may include the bidding requirements, sample forms, and other Contract Documents.

G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including the Contract Award Amount and any amount for Work Orders that is above the Contract Award Amount.

H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

I. "Contractor" (also “Job Order Contractor”) means the person or entity awarded the Job Order Contract who has agreed with Owner to perform Work in accordance with specific Work Orders, associated Project Documents, and the Contract Documents.

J. "Drawings" are the graphic and pictorial portions of the Project Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.

K. "Final Acceptance" means the written acceptance associated with a Work Order issued to Contractor by Owner after Contractor has completed the requirements of the Project Documents.

L. "Final Completion" means that the Work is fully and finally completed in accordance with the Project Documents.

M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.

M.1 “Job Order Contract” (JOC) is a contract between the Owner and a licensed contractor in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated definitive Work Orders for public works as defined in RCW 39.04.010. The Contract and individual Work Orders are further defined and/or limited in location, work content, term, and amounts by the RFP, and other requirements included in the General and Supplemental Conditions documents.

M.2 “Minimum Committed Amount” is the minimum dollar amount of total Work Orders stated in the RFP that the Owner commits to expending.

N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time or individual Work Order begins to run.

O.1 “Open Contract Sum” means the total sum of all open Work Orders. This term is used to set the parameters for bonding level and insurance requirements.

P. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.

S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.

T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.

T.1 “Project Documents” means the documents associated with a specific Work Order and includes the scope of work, dollar amounts, schedule, Drawings and Specifications, and all addenda and modifications thereof.

U. "Project Manual" see Contract Manual.

V. "Project Record" means the separate set of Work Order Drawings and Specifications as further set forth in paragraph 4.02A.

W. "Schedule of Values" means a written breakdown allocating the total Work Order Sum to each principle category of Work, in such detail as requested by Owner. The Work Order and its attachments satisfy the requirement for a Schedule of Values.

X. "Specifications" are that portion of the Project Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.

Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.

AA.1 “Unit Price Book” is the book specified in the RFP containing specific prices to be used in establishing a price for a Work Order.

AB. "Work" means the construction and services required by the Project Documents associated with a specific Work Order, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Project Documents.

AC. “Work Order” is the negotiated and agreed definition of the work to be performed, considering the Work Order Request and Proposal Order Proposal. The contents of the Work Order are further defined in Section 10.11.04 of these Supplemental Conditions.

AD. “Work Order Request” is an order issued by an Owner to the Contractor for a definite scope of work to be performed pursuant to a Job Order Contract. Section 10.11.02 of these Supplemental Conditions describes what is to be included in the definite scope of work.

AE. “Work Order Proposal” is a proposal from the Contractor for the work requested in a Work Order Request. The contents of the Proposal are further defined in Section 10.11.03 of these Supplemental Conditions.

AF. "Small business" RCW 39.26.010(21) means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(i) Fifty or fewer employees; or

(ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

AG. “Veteran-Owned Businesses” In accordance with Executive Order 13-01-Veterans Transition Support, the Department of Enterprise Services (DES) shall set a target of awarding at least five (5) percent of all procurement contracts to certified veteran-owned businesses. The Department of Veterans Affairs (DVA), in consultation with DES, will establish agency reporting standards and protocols.

1.02 Replaces Section 1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

1. Signed Public Works Contract, including any Work Orders, Change Orders, and any Special Forms.

2. Supplemental Conditions for State Facility Construction Using Job Order Contracting.

3. Special Conditions for Job Order Contracts.

4. General Conditions.

5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.

6. Drawings--in case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.

7. Signed and Completed Form of Proposal.

8. Instructions to Bidders.

9. RFP

10. Advertisement for Bids

1.02 Replaces Section 1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. The Contract Award Amount less the actual total amount payable by Owner to Contractor for work performed is reasonable compensation if the Owner fails to issue the Minimum Committed Amount of Work Orders stated in the RFP.

2. Contractor has carefully reviewed the Contract Documents and satisfied itself as to the typical or probable nature, locations, character, quality and quantity of the potential Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents.

3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and

4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and have sufficient experience and competence to do so.

5. The Unit Price Book prices, multiplied by the appropriate Contractor-proposed Coefficients and City Cost Index, when used as the basis for a Work Orders and Change Orders as described in this document, are reasonable and complete compensation for the Work.

2.02 Replaces Section 2.02 – COVERAGE LIMITS, INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A, dated 07/02/92 or the ACCORD form.

B. Required Coverage

1. For a contract less than $100,000.00, the coverage required is:

a. Public Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	$1,000,000.00
General Aggregate Limits	$1,000,000.00
(other than products – commercial operations)	
Products – Commercial Operations Limit	$1,000,000.00
Personal and Advertising Injury Limit	$1,000,000.00
Fire Damage Limit (any one fire)	$50,000.00
Medical Expense Limit (any one person)	$5,000.00

b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

c. Employers Liability on an occurrence basis in an amount not less than $1,000,000.00 per occurrence.

2. For contracts over $100,000.00 but less than $5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below $100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than $2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over $5,000,000.00 is:

Each Occurrence	$2,500,000.00
General Aggregate Limits	$5,000,000.00
(other than products – commercial operations)	
Products – Commercial Operations limit	$5,000,000.00
Personal and Advertising Injury Limit	$2,500,000.00
Fire Damage Limit (any one fire)	$50,000.00
Medical Expense Limit (any one Person)	$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: $1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

   a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Environmental Impairment Liability insurance for the hazardous substance removal as follows:

EACH OCCURRENCE	AGGREGATE
$500,000.00	$1,000,000.00

      or $1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

      1) Insurance certificate must state that the insurer is covering hazardous substance removal.

      2) Should this insurance be secured on a "claims made" basis, the coverage must be continuously maintained for one year following the project's "final completion" through official completion of the project, plus one year following.

   b. For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The state of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.04 Replaces Section 2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for all open Work Orders, Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is $35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

AIA Payment Bond and Performance Bond forms A312 are required by the Owner for the work of this contract. These forms must be obtained from the Contractor's bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.06 Replaces Section 2.06 BUILDER'S RISK

A. Contractor shall purchase and maintain property insurance in the amount of Four Million Dollars ($ 4,000,000) including all Work Orders and Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. For projects not involving New Building Construction, 'Installation Floater' is an acceptable substitute for the Builder's Risk Insurance."

B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's sub-consultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.02 Replaces Section 3.02 – CONSTRUCTION SCHEDULE

3.02 PROGRESS SCHEDULE

A. Contractor shall submit with each Work Order Proposal a Progress Schedule for the Work. The Schedule shall indicate proposed Work Order start date, on-site date, constraining dates indicated by Owner on Work Order Request, constraining dates in the Contractors work that might affect Owner, such as utility shutdowns and access or use limitations of the site, key dates of interest such as start or complete of subcontractors efforts, and Substantial and Final Completion dates. Any mutually-agreed adjustments to this Schedule will be incorporated by Work Order authorized start date.

B. The Progress Schedule shall be submitted in a form acceptable to the Owner and be capable of being transmitted electronically.

C. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise agreed by Owner and Contractor, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.

D. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone on the Progress Schedule. Contractor shall indicate the expected duration of the delay and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 Replaces Section 3.03 OWNER'S RIGHT TO SUSPEND THE WORK CONVENIENCE

A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of any Work Order for up to 90 days, or for such longer period as mutually agreed.

B. Upon receipt of a written notice suspending the Work Order work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work Order Work; or
2. Terminate the Work Order Work covered by the notice as provided in the termination provisions of part 9.

C. If a written notice suspending the Work Order Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. Contractor shall be entitled to an equitable adjustment in the Work Order Contract Time, or Work Order Contract Time, Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in part 7.

3.07 Replaces section 3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Timely performance and completion of the Work Order Work is essential to Owner and time limits stated in the Work Order are of the essence. Owner may incur serious and substantial damages if Substantial Completion of the Work does not occur within the Work Order Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages may be included in a Work Order at the option of the Owner.
2. The liquidated damage amounts set forth in the Work Order will be assessed not as a penalty, but as liquidated damages for breach of the Work Order. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Work Order.

B. Actual Damages

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

PART 4 – Replaces Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Design Requirements are to be included in a Work Order Request and are intended to document Owner requirements for basic physical objectives to be achieved by accomplishing the work and any specific required design features. The Design Requirements shall include sufficient information on location, dimensions, quantities, physical interfaces with existing structures and systems, and desired functional characteristics, so that the Contractor can proceed with a Work Order Proposal. If the Owner does not also provide Design Documentation such as sketches, lists, Specifications, and Drawings, the Contractor can proceed with preparation of an appropriate level of detail of Design Documentation, as necessary for preparing the Work Order Proposal, with the approval of the Owner. The Contractor-prepared Design Documentation is subject to the review and approval of the Owner as part of the Work Order Proposal negotiation. Any additional Design Documentation prepared by the Contractor during the course of the Work is also subject to Owner review and approval.

4.005.1 Design Documentation requirements will be defined in the Work Order Request and will be tailored to be appropriate for the complexity and size of the requested Work.

4.005.2 Owner approved design work over and above that required by Paragraph 4.03 shall be indicated on the Work Order Proposal as separate line items. If Owner and Contractor agree, the design work may be covered by a separate Work Order.

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

A. The intent of the Design Documentation is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Design Documentation, and other provisions of the Contract Documents.

B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the Owner in writing.

D. Contractor shall do no Work without applicable Drawings, Specifications, or other agreed types of Design Documentation or written modifications, or Shop Drawings where required, unless agreed otherwise in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.

F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner.

4.02 PROJECT RECORD

A. Contractor shall legibly mark in ink on a separate set of the Design Documentation all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."

B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.

C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

A. "Shop Drawings" means any documents and other information required to be submitted to the Owner by Contractor pursuant to the Work Order or Contract Documents, showing in detail: the

proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings, if required include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work on a particular Work Order or as required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to Owner without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for Owner review. Owner will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner has approved or taken other appropriate action. Owner shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Work Order or Contract Documents may be returned without action.

C. Approval, or other appropriate action with regard to Shop Drawings by Owner, shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.

D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Work Order, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

E. Unless otherwise provided in Division I, Contractor shall submit to Owner for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

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

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

A. The Drawings, Specifications, and other documents provided by Owner are instruments of service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents provided by Owner; the Owner shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to Owner, on request, upon completion of the Work.

B. The Drawings, Specifications, and other documents provided by the Owner, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents provided by Owner appropriate to and for use in the execution of their Work.

C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5.01 – PERFORMANCE

Replaces Paragraph B & D

B. The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Contractor in his bid amount

Add New Section 5.02 D – PERMITS, FEES, AND NOTICES

D. The General Contractor shall submit copies of each valid permit required on the project to the Owner’s representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

PART 5.04 Replaces Paragraph A – PREVAILING WAGES

A. The Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

The Contractor shall strictly adhere to the rules and regulations applicable to Job Order Contracting administered by the Department of Labor and Industries (L&I), Prevailing Wage Division. Contractors may contact L&I Prevailing Wage Support at (360) 902-5335 or e-mail pw1@lni.wa.gov.

PART 5.06 NONDISCRIMINATION

PART 5.20 Replaces Paragraph B – SUBCONTRACTORS AND SUPPLIERS

B. Prior to submitting the first Application for Payment, Contractor shall furnish in writing to Owner on Owner provided form(s) the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of $2,500.00. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

Every month for the duration of your contract, submit the following payment information through the DES Diversity Compliance program (B2Gnow) at:
https://des.diversitycompliance.com/:

- Payments received by the prime contractor from the Agency
- Payments paid to each subcontractor, including all lower tier subcontractors
- Payments paid to each supplier

For B2Gnow account login or account creation details, please refer to the "A. INSTRUCTIONS TO JOB ORDER CONTRACT BIDDERS – 8. WASHINGTON STATE DIVERSE BUSINESS GOALS" and http://www.des.wa.gov/services/facilities/Construction/Forms/Pages/Forms.aspx

Part 6.02 Replaces Part 6.02 SCHEDULE OF VALUES

The Priced Item List and Non-priced Item List, with actual expenditures and commitments indicated (attachments to the approved Work Order) satisfy the requirement for a Schedule of Values. Payment for Work shall be made only for and in accordance with those items included in the Priced Item List and Non-priced Item List.

Part 6.03A Replaces Part 6.03A under APPLICATION FOR PAYMENT

A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Priced Item List and Non-priced Item List. Each application shall be supported by such substantiating data as Owner may require.

PART 7 Replaces PART 7 CHANGES

7.01 CHANGES IN THE JOB ORDER CONTRACT WORK OR TIME

A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work defined by a specific Work Order or of the Job Order Contract. These changes shall be incorporated into the Project Documents or Contract Documents through the execution of Change Orders. If any change ordered by Owner causes an

increase or decrease in the Work Order or Contract Sum or Time, an equitable adjustment shall be made and such adjustment(s) shall be incorporated into a Change Order or additional Work Order, at the option of the Owner. Further, the Contractor can request an equitable adjustment as defined in 7.02 if the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in a Work Order Sum in accordance with the following procedure. No change in a Work Order Sum shall be allowed to the extent that Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.

B. If Owner desires to order a change in the Work, it may request a written Change Order or additional Work Order proposal from Contractor. Contractor shall submit a Change Order or Work Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Work Order Sum or Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

B.1 The COP shall be comprised of a Change Order form as the top sheet, and the price established and supporting information provided of the same type required to be included for a Work Order Proposal, as described in Part 10.11.01-.07

C. Upon receipt of the Change Order or Work) proposal, or a request for equitable adjustment in the Work Order Sum or Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor, and provide written authorization to proceed with the Change Order or Work Order. Pending agreement on the terms of the Change Order or Work Order, Owner may direct Contractor to proceed immediately with the Work proposed. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Project and Contract Documents.

D. The Change Order or additional Work Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order or Work Order, or related to the events giving rise to the request for equitable adjustment.

E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract or Work Order Sum or Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.

Add Paragraph F – CHANGE IN THE WORK

F. 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.

2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements

of Part 7 of the General Conditions and, Part 10.11.01-.07 as applicable. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. A Work Order Sum can be changed by Change Order or by issuing an additional Work Order. Contractor shall include any request for a change in the Contract or Work Order Sum in its Change Order proposal.
2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Work Order Sum in accordance with the following procedure. No change in the Work Order Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
   a. A request for an equitable adjustment in the Work Order Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Work Order Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
   b. Contractor shall not be entitled to any adjustment in the Work Order Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Work Order Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Work Order Sum requested. Failure to properly give such written notice shall, to the extent Owner’s interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
   c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Project and Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the Progress Schedule. Failure to provide such additional information and documentation within the time allowed or within the format required

shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Work Order Sum, shall be determined by applying the Unit Cost Manual method for costing Work Orders as defined in the RFP Section E: Special Conditions for Job Order Contracts, Section 1.

7.03 CHANGE IN THE CONTRACT TIME

A. The Contract Time shall only be changed by a Change Order. A Work Order Time can be changed by Change Order or by issuing an additional Work Order. Contractor shall include any request for a change in the Contract or Work Order Time in its Change Order proposal.

B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract or Work Order Time in accordance with the following procedure. No adjustment in the Contract or Work Order Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract or Work Order Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.

2. Contractor shall not be entitled to an adjustment in the Contract or Work Order Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract or Work Order Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract or Work Order Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract or Project Documents provide entitlement to an equitable adjustment in Contract or Work Order Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the

format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

C. Any change in the Contract or Work Order Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract or Work Order Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract or Work Order Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

D. Contractor may request compensation for the cost of a change in Contract or Work Order Time in accordance with this paragraph, 7.03D, subject to the following conditions:

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

10.11.01 NEW SECTION – PREPARATION AND AUTHORIZATION OF A WORK ORDER

Work Order Requests, Work Order Proposals, and Work Orders shall be prepared using the attached specimen forms or equivalent forms and programs agreed between Owner and Contractor. The forms in the agreed programs shall be capable of being transmitted electronically.

10.11.02 WORK Order Request

The Owner initiates a Work Order by issuing a Work Order Request to the Contractor. The Request will include Owner Requirements consisting of: an overall statement of work and objectives; desired start date, substantial completion date, and any other dates that might affect or constrain the Contractor or that are required by the Owner; any specific Owner design requirements such as dimensions, quantities, materials, finishes, component types or brands (see Part 4 – Specifications, Drawings, and Other Documents); and any liquidated damages (see 3.07). The Contractor and the Owner will then, as soon as possible, jointly conduct an on-site review of the requested Owner Requirements and Work, to clarify the requirements and Work. At the time of the on-site review the Contractor may begin preparing a Work Order Proposal based on verbal description of Owner Requirements and Work, but before the

Work Order Proposal is accepted and authorized by the Owner, the Request must be documented by the Owner on a Work Order Request form, at least to the extent that the accepted Work Order Proposal is referenced on a Work Order Request, for the record.

10.11.03 WORK Order Proposal

In response to a Work Order Request, the Contractor submits a Work Order Proposal. The Proposal shall contain the following:

As appropriate for the nature and amount of the requested Work, and to the extent that this information is not provided by the Owner with the Work Order Request, and with the agreement of the Owner, some or all of the following: drawings, sketches, specifications, narrative descriptions of design requirements, references to other applicable design and specification information. Preparation by the Contractor of this design information can be, with pre-approval of the Owner, included as a Job Order Proposal statement of work item.

A Statement of Work, in listing format, on attached Form; this Statement of Work should contain all the Owner-provided statement of work items and such other work items that the Contractor requires completing all the Work associated with each item on Statement of Work, a Priced Item List based on the Unit Price Book. Each item on the Priced Item List will include the Unit Price Book number, quantity, unit price, Coefficient, price (quantity times x unit price x city cost index x coefficient), and whether the item will be subcontracted.

Also associated with each item of the Statement of Work, the Work Order Proposal shall contain an Non-priced Item List; the list shall identify, as applicable: item name, type of material, manufacturer name, part number, type of work, quantity, unit price for labor hour, labor hours, (if applicable), item price for material, and whether the item will be subcontracted.

The priced and non-priced item lists shall also contain provision for indicating for each item, upon application for payment, the percent complete, and price (expenditures and committed) to date based on the percent complete. This provision is intended to allow usage of the priced and non-priced item lists as a Schedule of Values, as described in 6.02.

Permits and other fees imposed by local jurisdictions shall be listed separately on a Work Order proposal as a reimbursable item and shall not be covered as part of the coefficient.

Progress Schedule, as described in 3.02

10.11.04 Work Order

Upon receipt of the Work Order Proposal, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable revisions to the Work Order Proposal with Contractor, at which time the Work Order Proposal becomes a Work Order. Owner’s signed approval constitutes authorized Notice to Proceed with the Work Order. Contractor shall not proceed with any Work until it has obtained Owner's authorization. A Work Order shall be treated as a Contract as to applicability of requirements for Contract indicated in this document.

10.11.05 Work Order Checklist

The JOC will return the following checklist items to the Client Representative and/or DES Project Manager with your JOC Work Order proposal and Work Order Modifications. This documentation will assist DES in the review of scope and quantity validation.

- ☐ Narrative report of scope interpretation
- ☐ Proposal/Summary of work
- ☐ Schedule of Values/Project Cost summarized

- ☐ Documentation of all items not found in RS Means (i.e. material quotes, unique items, subcontractor proposals)
- ☐ Drawings or sketches depicting scope of work (dimensions should be included)
- ☐ Photos of existing conditions
- ☐ Photos of work area and surrounding site
- ☐ Shop drawings (if applicable)
- ☐ Submittals (if applicable)
- ☐ Designate any long-lead material items
- ☐ Project schedule

10.11.06 Use of Unit Price Book

The unit price for each item to be used from the Unit Price Book is the “Bare Costs” column. Therefore Division 1, Items in 01-11, 01-21-16, and 01-31, should not be included on the Priced Item List. The price (unit price x quantity x city cost index x Coefficient) is the total amount to be paid to the Contractor for the item for self-performed items or subcontractor-performed items. Cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees should be included on the Work Order Proposals as separate line items, and not multiplied by the coefficient and city cost index, and actual cost indicated upon application for reimbursable payment.

10.11.07 Coefficient

A separate Coefficient should be used for normal-work-hours priced items and non-normal-work-hours priced items. The coefficient, when multiplied by a priced item price, quantity, and city cost index, will represent the total compensation to the Contractor for that item, including any apportionment to the individual item of any administrative and other indirect costs, overhead, and profit desired by the Contractor for a Work Order.

--END of JOC Supplemental Conditions--

SPECIAL CONDITIONS FOR JOB ORDER CONTRACTS

1. DEFINITION OF THE WORK ORDER PROJECT COSTS

The Work Order Project Cost is defined as the product of the appropriate JOC coefficient multiplied by the Contractor's estimate (the total of RS-Means unit price and non-priced items included in the project scope) for the work, plus the Washington State Sales Tax. The agreed to Work Order Cost must be within the Owner's budget.

2. DEFINITON OF THE JOC FEE: The JOC Coefficient includes the following Contractor's expenses, overhead and profit:
    A. All expenses of the Contractor for participation in and support of the construction of the project. The fee will include, but not be limited to:
        i. Staff and consultant costs and benefits to include costs by the Contractor's firm for taxes, all B&O taxes for the cost of the work, contributions, assessments, and benefits required by law or collective bargaining agreements. For personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, are considered to be provided within wages and salaries paid.
        ii. All travel expenses.
        iii. Solicitation of Subcontractors. The Contractor's firm shall manage the printing and distribution of bid packages.
        iv. All reproduction, phone, and facsimile, charges, postage, and so forth.
        v. All office support of the Contractor's firm for this project including direct costs, indirect costs, company overhead, and so forth.
        vi. Legal Expenses incurred in the administration of the contract and subcontracts.
        vii. The "Partnering" process between the Owner and Job Order Contractor that is required throughout the project.
    B. Bonds and Insurance
        i. Performance & Payment Bond: The Contractor shall include within its coefficient the cost for providing a payment & performance bond, including WSST. Upon award of the Contract the Contractor shall be required to provide a master Payment and Performance Bond in the amount of four million dollars ($ 4,000,000) and a Certificate of Insurance.
        ii. General Liability Insurance: For the duration of the project, the Contractor shall carry liability coverage in accordance with the Supplemental Conditions.
        iii. Builder's All Risk Insurance: The Contractor shall carry Builder's all-risk insurance, covering perils such as fire, flood, earthquake, and other natural disaster. The coverage shall be accordance with the Supplemental Conditions.
    C. Survey, Building Lines, Testing Quality Control
        i. Survey: When applicable to a specific Work Order, a site survey and topographical map will be provided by the Owner; the Contractor will establish a site bench mark, site corners, the location of on-site improvements, and off-site access and utilities. The Contractor shall establish survey markers, site controls, and building lines on the site, from the general survey, as required for a specific Work Order.

ii. Testing: The Owner shall pay for separate quality assurance testing. Such testing will be coordinated by the Contractor.

3. CONTRACTOR STAFFING: The Contractor shall provide for sufficient and appropriately skilled staff and support to implement the quality control program described in Section 4 below. In addition, the project manager or superintendent shall be available to perform weekly site inspections with the Owner for the duration of each Work Order Project.
4. JOC QUALITY CONTROL
   A. General
      i. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations, both on-site and off-site, that complies with Contract and Work Order requirements and are keyed with the construction schedule. The Contractor shall review and certify as correct, complete, and in compliance with project document requirements all shop drawings and lists of materials, fixtures and equipment as required by technical specifications.
      ii. Quality Control is the sole responsibility of the Contractor.
5. WASHINGTON STATE SALES TAX (WSST)
   Washington Sales Tax is due on the amount of each Work Order. WSST is to be paid to the Washington State Department of Revenue by the Contractor.

6. SUBMITTAL OF REQUESTED INFORMATION
   Per RCW 39.10.460, the Contractor, at any time, upon request by a public body, shall submit the following information:

   A. A list of work orders issued;
   B. The cost of each work order;
   C. A list of the subcontractors hired under each work order;
   D. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each work order subcontract; and
   E. Any other information requested including, but not limited to, cost of each subcontract value per work order.

--END of JOC Special Conditions--