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**LOUISE ANDERSON HALL – WINDOW REPLACEMENT**

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received for the following project:

**PROJECT:**
Number AE1206
Louise Anderson Hall – Window Replacement
Eastern Washington University
Cheney, Washington  99004

**TIME:**
2:00 PM
Thursday, April 22, 2010

**LOCATION:**
Eastern Washington University
Construction and Planning Services
101 Rozell
Cheney, Washington  99004

Prospective bidders may download construction documents (specification, drawings and addenda) from the EWU Construction and Planning Services web site link [http://www.ewu.edu/x65096.xml](http://www.ewu.edu/x65096.xml). Specifications may be viewed at the aforementioned office or the following locations: Associated General Contractors, Spokane; Spokane Regional Plan Center, Spokane; Associated Builders and Contractors, Spokane; Tri Cities Plan Center, Kennewick; Associated General Contractors, Hayden, Idaho and C&P Services, Eastern Washington University.

In accordance with state law, bidders are required to have a current Washington State contractor’s license at the time of submitting bids.

A prebid conference/site walkthrough will be held starting at 10:00 a.m. on Thursday, April 15, 2010. Bidders shall meet at the Louise Anderson Hall 1st floor assembly, 905 Elm Street, Eastern Washington University, Washington and Cedar Streets, Cheney, Washington, followed by a tour of the work site. Bidders are urged to attend.

Prospective bidders are advised of laudatory goals to encourage participation of minority and women's business enterprises in state contracting. The laudatory goals are: 10.0% MBE and 6.0% WBE. The state laudatory goals are not mandatory and will not be used as a criterion for awarding contracts.

This Bid is subject to Washington State Law, Eastern Washington University regulations, procedures and policies, as they exist or may hereafter be amended. The State of Washington, Eastern Washington University, acting through the Construction & Planning Services office, reserves the right to reject any and/or all proposals, and to waive bidding informalities.
INSTRUCTIONS TO BIDDERS
FOR EASTERN WASHINGTON UNIVERSITY FACILITY CONSTRUCTION

PART 0 – GENERAL CONDITIONS

0.01 EXPLANATION TO PROSPECTIVE BIDDERS

A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) 7 calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

B. In accordance with RCW 39.04.320 the Eastern Washington University requires 10% Apprenticeship Participation for all projects estimated to cost three million dollars or more. On applicable projects the bid advertisement and Bid Proposal form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.

0.02 PREPARATION OF BIDS – CONSTRUCTION

A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner’s agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation’s authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided.

B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.

C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words “no bid” in the space provided for any item on which no price is submitted.

D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

Instructions to Bidders
Page 1
0.03 BID GUARANTEE

A. When the sum of the base bid plus all additive bid alternates is $35,000.00 or less, bid security is not required.

   When the sum of the base bid plus all additive alternates is greater than $35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.

B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier’s check made payable to Eastern Washington University.

C. The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The successful bidder’s bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

D. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner.

   The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract.

E. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:

   1. Written notification is received by the Owner within 24 hours following bid opening.

   2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening.

   The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder’s request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder’s bid guarantee.
0.04 ADDITIVE OR DEDUCTIVE BID ITEMS

The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project.

The bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

0.05 ACKNOWLEDGEMENT OF ADDENDA

Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

0.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather and climatic conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

0.07 BID AMOUNTS

A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.

B. The actual cost of building permit (only) and the public utility hookup 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 Bidder in the bid amount.

C. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.
0.08 **TAXES**

The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[NOTE: Contractor must bond for contract amount plus the WSST.]

0.09 **SUBMISSION OF BIDS**

A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.

B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:

1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.

2. The Bidder can name itself for the performance of the work.

3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.

C. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:

1. The project number and description.
2. The name and address of the bidder.
3. Identification as Bid Proposal.

D. Prior to the bid opening, the Owner’s representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
E. A bid may be withdrawn in person by a bidder’s authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.

F. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

0.10 BID RESULTS

After the Bid Opening, Bidders may obtain bid results from Eastern Washington University Construction and Planning Services by calling (509) 359-6323.

0.11 LOW RESPONSIBLE BIDDER

Upon Owner’s request, the apparent low bidder must supply the requested information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the bid non-responsive.

If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder’s request. The hearing members will include the EWU Associate Vice President of Facilities and Planning, the EWU Director Construction and Planning Services (CPS), EWU CPS Contract Specialist, and the EWU CPS Project Manager. The Owner will issue a Final Determination after reviewing information presented at the hearing. The Owner’s Final Determination is specific to this project, and will have no effect on other or future projects.

“SUBCONTRACTOR RESPONSIBILITY CRITERIA” In accordance with SHB 2010 amending RCW 39.04 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. 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; and if applicable, have:
a. Have 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.
f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

0.12 CONTRACT AWARD

A. The Owner will evaluate bids responsiveness and responsibility.

1. A bid will be considered responsive if it meets the following requirements:
   a) It is received at the proper time and place.
   b) It meets the stated requirements of the bid proposal.
   c) It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
   d) It is accompanied by a bid guarantee, if required.

2. A bid will be considered responsible if it meets the following requirements:
   a) It meets an overall accounting of the responsibility criteria established for the project.

B. The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities.

C. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.

D. The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

E. The Contract will only become effective when signed by the Owner. Prior to the Owner’s signature, any and all costs incurred shall be the sole responsibility of the bidder.
0.13 DOCUMENTS (ATTACHED)

A. Advertisement for Bids
B. Bid Proposal
C. Washington State Prevailing Wage Rates

Note: AIA Payment Bond and Performance Bond forms (A312) are required. These forms will not be provided by the Owner.
In compliance with the contract documents, the following bid proposal is submitted:

1) BASE BID (Including Trench Excavation Safety Provisions)

(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS $ (Included also in Base Bid)

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

2) BID ALTERNATES (Specify whether additive or deductive)

(1) First Floor AUAP Windows – Drawing 2.1 $ 

Do not include Washington State Sales Tax in alternate amounts.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to achieve substantial completion of all the work under the Base Bid (and accepted alternates) within 110 calendar days after the date of Notice to Proceed.
Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of $1,000.00 for each consecutive calendar day that the undersigned is in default after the time to achieve substantial completion. Liquidated damages shall be deducted from the contract by change order.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum Number(s): ________________________________

Name of Firm_____________________________________

NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

Signed by ________________________________________, Official Capacity ______________________

Print Name_____________________________________

Address _________________________________________

City ___________________ State _______ Zip Code __________

Date _________________ Telephone ___________________ FAX ________________

State of Washington Contractor's License No. ____________________________

Federal Tax ID # __________________________ e-mail address: __________________________
**STATE OF WASHINGTON**

**BID BOND**

---

**PRINCIPAL** (Legal name and business address)

**TYPE OF ORGANIZATION** (Check one)

- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] JOINT VENTURE
- [ ] CORPORATION

**SURETY(IES)** (Name(s) and business address(es))

**SUM AMOUNT OF BOND**

(Amount not to exceed)

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**BID IDENTIFICATION**

- **BID DATE**
- **INVITATION NO.**
- **FOR**
  - [ ] MATERIALS/SUPPLIES/EQUIPMENT
  - [ ] CONSTRUCTION
  - [ ] SERVICES

---

WE, the Principal and Surety(ies), are firmly bound and obligated to the State of Washington in the above sum amount on conditions set forth below, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal has submitted the bid identified above.

THE ABOVE OBLIGATION shall be void and of no effect if the Principal, upon acceptance of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents and give bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him. Furthermore, in the event of failure to execute additional contractual documents and give bond(s), the above obligation shall be null and void if the Principal pays the State of Washington for any cost of procuring the work which exceeds the amount of his bid.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bond and have affixed their signatures and seals on the date set forth above.

---

**PRINCIPAL**

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<th>SIGNATURE</th>
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**SURETY A**

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2. NAME AND TITLE

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See Instructions to Bidders

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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.

B. "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 Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.

G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.

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

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

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

K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.

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

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 begins to run.

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.
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 Change Orders, and any Special Forms.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
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. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

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

2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other 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;
3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and

4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.
PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part 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. 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 5.17.

1. General liability on the ISO 1986 New Occurrence Form or its equivalent which will include:
   a. Completed operations/products liability;
   b. Explosion, collapse, and underground; and
   c. Employer's liability coverage.

2. Automobile liability

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

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

D. All insurance coverages shall be endorsed to include Owner 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

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 (other than Automobile liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.

B. $2,000,000 Combined Single Limit Annual General Aggregate.

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

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

2.03 INSURANCE COVERAGE CERTIFICATES

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

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

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

2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Sum, including all 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 $25,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.
2.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish additional security 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 requested by Owner.

2.06 BUILDER’S RISK

A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.

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

3.02 CONSTRUCTION SCHEDULE

A. Unless otherwise provided in Division 1, Contractor shall, within 14 days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

B. 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 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. 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, or revise the Progress Schedule to reconcile with the actual progress of the Work.

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

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

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

B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, 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. 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. 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. 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. 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. 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. 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. 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. 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. 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 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. 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. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.
3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

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

3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. 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

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

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

C. Contractor shall carefully study and compare the Contract Documents with each other and with 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 A/E in writing.

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

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

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

4.02 PROJECT RECORD

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

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

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

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

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

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

4.04 ORGANIZATION OF SPECIFICATIONS

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

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

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

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

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

5.01 CONTRACTOR CONTROL AND SUPERVISION

A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.

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

D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.

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

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

5.03 PATENTS AND ROYALTIES

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

5.04 PREVAILING WAGES

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

D. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled 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.

E. 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.

5.05 HOURS OF LABOR

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

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

5.06 NONDISCRIMINATION

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

B. During performance of the Work:

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

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

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

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

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

5.07 SAFETY PRECAUTIONS

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

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

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

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

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

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

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

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

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

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

   d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:

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

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

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

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

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

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

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

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

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

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

5.09 PRIOR NOTICE OF EXCAVATION

A. "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.

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

5.12 LAYOUT OF WORK

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

B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. 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 maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

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

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

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

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

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

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

5.15 TESTS AND INSPECTION

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

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

1. Constitute or imply acceptance;

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

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

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

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

C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

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

5.16 CORRECTION OF NONCONFORMING WORK

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

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

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

D. If, within one year after the date of 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 shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

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

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

H. Nothing contained in this 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 paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.

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

5.17 CLEAN UP

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

5.18 ACCESS TO WORK

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

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

5.20 SUBCONTRACTORS AND SUPPLIERS

A. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of $2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

B. 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.

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

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

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

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

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

5.21 WARRANTY OF CONSTRUCTION

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

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

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

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

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

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

C. The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION
A. 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. The sole negligence of Contractor or any of its Subcontractors;

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

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

6.02 SCHEDULE OF VALUES

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

6.03 APPLICATION FOR PAYMENT

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

B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, 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. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.

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

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

2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

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

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

6. Owner shall at all times have the right of access in company of Contractor;

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

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

6.04 PROGRESS PAYMENTS

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

B. Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required.
by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into 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 to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

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

6.05 PAYMENTS WITHHELD

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

1. Work not in accordance with the Contract Documents;

2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;

3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;

4. Failure to perform in accordance with the Contract Documents; or

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

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

6.06 RETAINAGE AND BOND CLAIM RIGHTS

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

6.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. 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. 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. 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 and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.

B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.
PART 7 - CHANGES

7.01 CHANGE IN THE WORK

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

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

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

D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 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.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.

2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent:

   a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is
entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

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

c. Within 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 Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

d. 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 Contract Sum, shall be determined by one of the following methods:

   a. On the basis of a fixed price as determined in paragraph 7.02B.

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

   c. On the basis of time and material as determined in paragraph 7.02D.

4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3. above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing -- Fixed Price

When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
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1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.

2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.

3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.

4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.

5. If the total cost of the change in the Work or request for equitable adjustment does not exceed $1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.

6. If the total cost of the change in the Work or request for equitable adjustment is between $1,000 and $2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
   a. lump sum labor;
   b. lump sum material;
   c. lump sum equipment usage;
   d. overhead and profit as set forth below; and
   e. insurance and bond costs as set forth below.

7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
   a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
      (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
      (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
      (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
      (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
(5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.

b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:


(2) The state of Washington Utilities and Transportation Commission for trucks used on highways.

(3) The National Electrical Contractors Association for equipment used on electrical work.

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

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, 1987 edition.

d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost $250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

(1) For Contractor, 3% of direct labor costs.

(2) For Subcontractors, 5% of direct labor costs.

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

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

f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:
(1). For projects where the Contract Award Amount is under $3 million, the following shall apply:

(a) For Contractor, for any Work actually performed by Contractor’s own forces, 16% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(c) For Contractor, for any Work performed by its Subcontractor(s), 6% of the first $50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

(2). For projects where the Contract Award Amount is equal to or exceeds $3 million, the following shall apply:

(a) For Contractor, for any Work actually performed by Contractor’s own forces, 12% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(c) For Contractor, for any Work performed by its Subcontractor(s), 4% of the first $50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.- e. above.

f. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

(1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with 7.02 b. 7a.- e. above.

(2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the Subcontractor cost developed in accordance with 7.02 b. 7a. - h.

h. Cost of change in insurance or bond premium: This is defined as:

(1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
(2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The costs 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. Change Order Pricing -- Unit Prices

1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
   a. Scope of work to be performed;
   b. Type of reimbursement including pre-agreed rates for material quantities; and
   c. Cost limit of reimbursement.

2. Contractor shall:
   a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
   b. Leave access as appropriate for quantity measurement; and
   c. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:
   a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
   b. Quantities must be supported by field measurement statements signed by Owner.

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

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

2. Contractor shall:
   a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
   b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
   c. Leave access as appropriate for quantity measurement;
   d. Perform all Work in accordance with this section as efficiently as possible; and
   e. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
   a. Labor detailed on daily time sheets; and
   b. Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.

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

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

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

3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with 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 Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

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

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

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

1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;

2. Compensation under this paragraph is limited to changes in Contract 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 Time in accordance with paragraph 7.03C; and
5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:

a. cost of nonproductive field supervision or labor extended because of the delay;

b. cost of weekly meetings or similar indirect activities extended because of the delay;

c. cost of temporary facilities or equipment rental extended because of the delay;

d. cost of insurance extended because of the delay;

e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.
PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

A. 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. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.

C. 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. 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. The date on which facts arose which gave rise to the Claim

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

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

5. The identification of any documents and the substance of any oral communications that support the Claim;

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

7. 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. 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 required by, section 7.02; and

9. 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. 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. If the Claim amount is less than $50,000, with a decision within 60 days from the date the Claim is received; or

2. 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. 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. 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 timely made in accordance with the requirements of this section.

8.02 ARBITRATION
A. 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. 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. Disputes involving $30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or

2. 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. 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. 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. 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. 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. 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. 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. 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 the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;

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

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

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

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

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

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

B. Upon termination, Owner may at its option:

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

2. Accept assignment of subcontracts pursuant to section 5.21; and

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

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

D. When Owner terminates the Work in accordance with this 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. 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. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

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

9.02 TERMINATION BY OWNER FOR CONVENIENCE

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

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

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

2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;

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

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

6. Continue performance only to the extent not terminated.

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

D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.
PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

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

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, 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

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 action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records 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

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

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.
2.01 **CONTRACTORS LIABILITY INSURANCE** - Replaces Section 2.01 A.1.

1. General liability on the CGL 00 01 10 01 form or its equivalent which will include:

   a. Completed operations/products liability;

   b. Explosion, collapse, and underground; and

   c. Employer’s liability coverage.

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 ACORD form.

B. Required Coverages

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

   a. Comprehensive General 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:

      | Coverage                          | Limit          |
      |----------------------------------|---------------|
      | 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 $2,000,000.00
   General Aggregate Limits $4,000,000.00
   (other than products – commercial operations)
   Products – Commercial Operations limit $4,000,000.00
   Personal and Advertising Injury Limit $2,000,000.00
   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 **Pollution Liability** insurance for the hazardous substance removal as follows:

   
<table>
<thead>
<tr>
<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000.00</td>
<td>$1,000,000.00</td>
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</table>

   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 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.

2.05 Add New Paragraph C. - ADDITIONAL BOND SECURITY “Contractor shall promptly furnish proof of additional security (bond rider) to protect Owner and persons supplying labor or materials required by the Contract Documents if:”

C. The contract amount is increased by 15% or more.

2.06 Builder’s Risk – Add the following at the end of paragraph 2.06 A: “For projects not involving New Building Construction, ‘Installation Floater’ is an acceptable substitute for the Builder’s Risk Insurance.”

3.02 Replaces Section 3.02 B – CONSTRUCTION SCHEDULE

B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor’s planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

- Date of Notice to Proceed;
- Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
- Utility Shutdowns;
- Interrelationships and dependence of activities;
- Planned vs. actual status for each activity;
- Substantial completion;
- Punch list;
- Final inspection;
- Final completion, and
- Float time
The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

3.06 Replaces Section 3.05 A.6 – DELAY

Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding ten years:

A. Monthly rainfall in excess of the highest monthly rainfall experienced for the same month.
B. Annual rainfall in excess of the highest annual rainfall experienced.
C. Monthly snowfall in excess of the highest monthly snowfall experienced for the same month.
D. Annual snowfall in excess of the highest annual snowfall experienced.
E. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
F. Average low temperatures for the winter months, lower than the lowest average temperatures experienced.

5.02 Replace Section 5.02 B – PERMITS, FEES AND NOTICES

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.

5.04 Add New Paragraph F – PREVAILING WAGES

Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor’s first application for payment. As additional
subcontractors perform work on the project, their approved Intent forms shall be submitted with the Contractor’s next application for payment.

The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.

5.07 Replaces 5.07, Section A – SAFETY PRECAUTIONS

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner’s representative prior to the initial scheduled construction meeting.

2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.

3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.

4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.

5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
5.20 Replace Paragraph A – SUBCONTRACTORS AND SUPPLIERS

A. Prior to submitting the third 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.

7.01 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. 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.

10.11 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320 Eastern Washington University requires 10% apprenticeship participation for projects estimated to cost three million dollars or more.

A. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-04).

B. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.

C. For each project that has apprentice requirements, the contractor shall submit a “Statement of Apprentice/Journeyman Participation” on forms provided by Eastern Washington University, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
1. Contractor name and address
2. Contract number
3. Project name
4. Contract value
5. Reporting period “Notice to Proceed” through “Invoicing Date”
6. Name and registration number of each apprentice
7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
8. Total number of journeymen and labor hours worked by them, categorized by trade or craft.
9. Cumulative combined total of apprentice and journeymen labor hours.
10. Total percentage of apprentice hours worked

D. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

E. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

END OF SUPPLEMENTAL CONDITIONS
SUBSTITUTION REQUEST

Project Name & No. __________________________________________________________

DESCRIPTION OF SUBSTITUTION

Specification Reference ___________________________________________________

Drawings Reference ______________________________________________________

<table>
<thead>
<tr>
<th>Specified Item</th>
<th>Proposed Substitution</th>
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<tbody>
<tr>
<td>Manufacturer</td>
<td></td>
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<td>Type/Model</td>
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<td>Description</td>
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Justification for Substitution ______________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Differences between substitution and specified item __________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Signature ___________________________ Date ____________________________

Firm _________________________________________________________________

Address ______________________________________________________________

Phone/Fax/E-mail ________________________________________________________
1.01 Descriptions and Definitions

A. Attached is the Prevailing Wage Schedule for Spokane County (on-site labor) and Statewide (in-shop labor) as published by the Department of Labor and Industries effective September 2, 2009.

The wage schedules published herein represent the most current schedules available to the Owner at the time of bid. The schedules are included herein as a convenience to the Contractor. As stated in the General Conditions, Section 00700 Part 5.04, “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.” Contractor to verify with L&I that the published wages are correct for the trades involved in the work of this contract.

B. The Contractor should take note that prevailing wages apply to both on-site labor, and off-site (in-shop) fabrication or manufacture of items specifically produced for this project.

The Washington State Supreme Court ruled in Everett Concrete v. Department of Labor and Industries that workers employed in the fabrication or manufacture of items specifically produced for public works projects are covered under Chapter 39.12 RCW. The law establishes that the applicable prevailing wages which must be paid to laborers, workers and mechanics are the wages that have been established for the county in which the actual physical work is performed. Because the fabrication or manufacture is performed off-site, this may not be the same county in which the job site is located and so the off-site wages for every county in the state have been included.

The following is a list of work that may include the fabrication or manufacture of items produced specifically for a public works project. This list is not intended to include standard items that are always available and may be purchased on the general market. Questions regarding whether the production of a specific item is covered under Chapter 39.12 RCW and the applicable prevailing wage for the county in which the production work is performed should be directed to the Office of the Industrial Statistician, L&I.
Cabinet, Sash, Door and Furniture Making (Wood)
Fabricated Precast Concrete Products (Structural, Architectural and Utility concrete)
Industrial Engine and Machine Mechanics
Metal Fabrication (in-shop) - (Ironworkers, Boilermakers)
Modular Buildings (Including customized prefabricated housing)
Sheet Metal Work (Air ducts, ventilation systems, except round flex hose)
Sign Making and Installation (Electrical and non-electrical)

The absence or inaccuracy of the applicable wage rate in this section does not relieve the Contractor of the obligations to pay prevailing wages as stipulated under Chapter 39.12 RCW.

C. Refer to General Conditions and Supplemental Conditions for additional information/requirements concerning prevailing wages.
OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
1. **Q.** The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas Day) shall be paid at double the hourly rate of wage. All hours worked on Christmas Day shall be paid at two and one-half times the hourly rate of wage.

   **R.** All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

   **S.** The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   **T.** Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve (12) in a single shift and all work performed after 6:00 PM Saturday to 6:00 AM Monday and holidays shall be paid at double the straight time rate of pay. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

2. **A.** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times the hourly rate of wage.

   **B.** All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   **C.** All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
D. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. The first eight (8) hours worked on holidays shall be paid at straight time in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at one and one-half times the hourly rate of wage.

E. All hours worked on Saturdays or holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays or on Labor Day shall be paid at two times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

I. All hours worked on Saturdays and holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and on Labor Day shall be paid at two times the hourly rate of wage.

J. All hours worked on Sundays shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage, including the holiday pay. All hours worked on unpaid holidays shall be paid at two times the hourly rate of wage.

K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.

L. All hours worked on Saturdays (or on the regular day off during a workweek other than Monday through Friday) and holidays shall be paid at one and one-half times the hourly rate of wage, except Labor Day which shall be paid at double the hourly rate. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

P. The first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday and all hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

Q. All hours worked on Labor Day shall be paid at double the hourly rate of wage.

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

S. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage, except the day after Thanksgiving, the day after Christmas and a floating holiday, which shall be paid at the straight time rate if worked, in addition to holiday pay.

T. All hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on holidays shall be paid at two and one-half times the hourly rate of pay, and this rate shall include holiday pay.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day, or on Sundays and holidays shall be paid at double the hourly rate of wage.

V. All hours worked on Saturdays and on make-up days shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

X. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

**HOLIDAY CODES**

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).


I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).

K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

M. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).

N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.
Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).
S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).
T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).
U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).
V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.
X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).
Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).
Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE’S DAY, AND CHRISTMAS DAY (9).
E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).
I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).
L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (8)
Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY; PRESIDENTS' DAY.


V. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (9).

W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).

X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).

Y. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).


NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 220' - $4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 220' - $5.00 PER FOOT FOR EACH FOOT OVER 220 FEET

C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.

M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25

P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.
The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**SPOKANE COUNTY**
**EFFECTIVE 3-03-2010**

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<td>COMPRESSORS (OVER 2000 CFM, 2 OR MORE)</td>
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<td>CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)</td>
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### Prevailing Wage Table

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<th>Time Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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<td>Cranes, 25 Ton &amp; Under</td>
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<td>Cranes, Over 25 Ton, TO &amp; Including 45 Ton, All Attachments INCL. Clamshell and Dragline</td>
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<td>8D</td>
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<tr>
<td>Cranes, Over 25 Ton, TO &amp; Including 45 Ton, All Attachments INCL. Clamshell and Dragline (180' TO 250' BOOM)</td>
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<td>Cranes, Over 45 Ton, TO &amp; Including 85 Ton, All Attachments INCL. Clamshell and Dragline (180' TO 250' BOOM)</td>
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<td>Cranes, 85 Ton &amp; Over and All Climbing, Overhead, Rail &amp; Tower, All Attachments INCL. Clamshell and Dragline</td>
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<td>Crushing Feederman</td>
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<td>Crusher, Grizzle &amp; Screening Plant</td>
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<td>Deck Engineer</td>
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<td>Deck Hand</td>
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<td>Derrick &amp; Stiffllegs (Under 65 Ton)</td>
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<td>Drills (Churn, Core, Calyx or Diamond)</td>
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<td>Equipment Serviceman, Greaser and Oiler</td>
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# SPOKANE COUNTY
## EFFECTIVE 3-03-2010

(See Benefit Code Key)

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<th>Holiday Code</th>
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# Prevailing Wage Rates
## For
## Spokane County
### Apprentices
#### Effective Date
**3/3/2010**

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# PREVAILING WAGE RATES
## FOR
## SPOKANE COUNTY
### APPRENTICES
#### EFFECTIVE DATE
3/3/2010

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<th>Overtime Code</th>
<th>Holiday Code</th>
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# Prevailing Wage Rates for Spokane County Apprentices

Effective Date: 3/3/2010

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**Heat & Frost Insulators and Asbestos Workers**

**Mechanic**

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<th>Prevailing Wage</th>
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<th>Holiday Code</th>
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**Heating Equipment Mechanics**

**Mechanic**

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**Hod Carriers & Mason Tenders**

**Journey Level**

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**Insulation Applicators**

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**Ironworkers**

**Journey Level**

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## PREVAILING WAGE RATES FOR SPOKANE COUNTY APPRENTICES

**EFFECTIVE DATE**

3/3/2010

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### LABORERS

**GENERAL LABORER**

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### LATHERS

**JOURNEY LEVEL**

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### MARBLE SETTERS

**JOURNEY LEVEL**

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### PLASTERERS

**JOURNEY LEVEL**

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<th>Overtime Code</th>
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### PLUMBERS & PIPEFITTERS

**JOURNEY LEVEL**

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## PREVAILING WAGE RATES FOR SPOKANE COUNTY

### APPRENTICES

**EFFECTIVE DATE**

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<tr>
<td><strong>JOURNEY LEVEL (FIELD OR SHOP)</strong></td>
<td></td>
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<tr>
<td>1 0000-2000 HOURS 50.00%</td>
<td>$25.18</td>
<td>1B</td>
<td>6Z</td>
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</tr>
<tr>
<td>2 2001-3000 HOURS 55.00%</td>
<td>$26.77</td>
<td>1B</td>
<td>6Z</td>
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</tr>
<tr>
<td>3 3001-4000 HOURS 60.00%</td>
<td>$29.43</td>
<td>1B</td>
<td>6Z</td>
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</tbody>
</table>
# Prevailing Wage Rates for Spokane County Apprentices

**Effective Date**

3/3/2010

<table>
<thead>
<tr>
<th>Stage of Progression &amp; Hour Range</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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<tbody>
<tr>
<td>4 4001-5000 HOURS 65.00%</td>
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<tr>
<td>5 5001-6000 HOURS 70.00%</td>
<td>$33.49</td>
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<tr>
<td>6 6001-7000 HOURS 75.00%</td>
<td>$35.29</td>
<td>1B</td>
<td>6Z</td>
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</tr>
<tr>
<td>7 7001-8000 HOURS 80.00%</td>
<td>$37.15</td>
<td>1B</td>
<td>6Z</td>
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<tr>
<td>8 8001-9000 HOURS 85.00%</td>
<td>$38.87</td>
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<tr>
<td>9 9001-10000 HOURS 90.00%</td>
<td>$40.58</td>
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**Roofers**

**Journey Level**

<table>
<thead>
<tr>
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<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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<tbody>
<tr>
<td>1 0000-0700 HOURS 60.00%</td>
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<td>2 0701-1400 HOURS 70.00%</td>
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<tr>
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<tr>
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<tr>
<td>6 3501-4200 HOURS 95.00%</td>
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</table>

**Sheet Metal Workers**

**Journey Level (Field or Shop)**

<table>
<thead>
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<th>Stage of Progression &amp; Hour Range</th>
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<th>Overtime Code</th>
<th>Holiday Code</th>
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<tr>
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<tr>
<td>2 2001-3000 HOURS 55.00%</td>
<td>$26.77</td>
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<tr>
<td>3 3001-4000 HOURS 60.00%</td>
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<tr>
<td>4 4001-5000 HOURS 65.00%</td>
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<tr>
<td>5 5001-6000 HOURS 70.00%</td>
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<tr>
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<td>1B</td>
<td>6Z</td>
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<tr>
<td>8 8001-9000 HOURS 85.00%</td>
<td>$38.87</td>
<td>1B</td>
<td>6Z</td>
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<tr>
<td>9 9001-10000 HOURS 90.00%</td>
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**Sprinkler Fitters (Fire Protection)**

**Journey Level**

**Class 1**

<table>
<thead>
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<th>Stage of Progression &amp; Hour Range</th>
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<th>Note Code</th>
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<td>1 1st Period 50.00%</td>
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<td>1R</td>
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<tr>
<td>10 10th Period 90.00%</td>
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<tr>
<td>2 2nd Period 50.00%</td>
<td>$23.29</td>
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<tr>
<td>3 3rd Period 55.00%</td>
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<td>4 4th Period 60.00%</td>
<td>$30.70</td>
<td>1R</td>
<td>5Q</td>
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<tr>
<td>5 5th Period 65.00%</td>
<td>$36.94</td>
<td>1R</td>
<td>5Q</td>
<td></td>
</tr>
<tr>
<td>6 6th Period 70.00%</td>
<td>$38.43</td>
<td>1R</td>
<td>5Q</td>
<td></td>
</tr>
<tr>
<td>7 7th Period 75.00%</td>
<td>$39.91</td>
<td>1R</td>
<td>5Q</td>
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</tr>
<tr>
<td>8 8th Period 80.00%</td>
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<td>9 9th Period 85.00%</td>
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**Stone Masons**

**Journey Level**

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<th>Holiday Code</th>
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<tr>
<td>1 0000-0700 HOURS 40.00%</td>
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<td>2 0701-2100 HOURS 55.00%</td>
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<td>5A</td>
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<tr>
<td>3 2101-2800 HOURS 60.00%</td>
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<td>4 2801-3500 HOURS 70.00%</td>
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<td>1M</td>
<td>5A</td>
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<tr>
<td>5 3501-4200 HOURS 80.00%</td>
<td>$33.26</td>
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</table>
# Prevailing Wage Rates for Spokane County Apprentices

**Effective Date**

3/3/2010

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<th>Holiday Code</th>
<th>Note Code</th>
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<tr>
<td>6 4201-5000 HOURS 90.00%</td>
<td>$35.94</td>
<td>1M</td>
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**Tile, Marble & Terrazzo Finishers**

**Finisher**

<table>
<thead>
<tr>
<th>Time Range</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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</thead>
<tbody>
<tr>
<td>1 0000-0700 HOURS 60.00%</td>
<td>$15.43</td>
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<td>2 0701-2100 HOURS 70.00%</td>
<td>$18.00</td>
<td>1</td>
<td></td>
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<tr>
<td>3 2101-2800 HOURS 80.00%</td>
<td>$20.58</td>
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<td></td>
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<tr>
<td>4 2801-3500 HOURS 90.00%</td>
<td>$23.15</td>
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**Traffic Control Stripers**

**Journey Level**

<table>
<thead>
<tr>
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<th>Overtime Code</th>
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<tr>
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<td>2 0501-1000 HOURS 60.00%</td>
<td>$21.86</td>
<td>1K</td>
<td>5A</td>
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<tr>
<td>3 1001-1166 HOURS 60.00%</td>
<td>$25.59</td>
<td>1K</td>
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<td>4 1167-2333 HOURS 65.00%</td>
<td>$27.25</td>
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<td>5A</td>
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<tr>
<td>5 2334-3499 HOURS 75.00%</td>
<td>$30.58</td>
<td>1K</td>
<td>5A</td>
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<tr>
<td>6 3500-4666 HOURS 85.00%</td>
<td>$33.91</td>
<td>1K</td>
<td>5A</td>
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<td>7 4667-5833 HOURS 90.00%</td>
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<td>8 5834-7000 HOURS 95.00%</td>
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**Truck Drivers**

**Dump Truck**

**All Trucks**

<table>
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<th>Time Range</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
</tr>
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<tr>
<td>1 0000-0700 HOURS 70.00%</td>
<td>$29.38</td>
<td>1V</td>
<td>5D</td>
<td>8M</td>
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<tr>
<td>2 0701-1400 HOURS 80.00%</td>
<td>$31.86</td>
<td>1V</td>
<td>5D</td>
<td>8M</td>
</tr>
<tr>
<td>3 1401-2100 HOURS 90.00%</td>
<td>$34.34</td>
<td>1V</td>
<td>5D</td>
<td>8M</td>
</tr>
</tbody>
</table>
PART 1  GENERAL

A. In accordance with WAC 296-62-07721 - Communication of hazards to employees and WAC 296-62-054 - Hazard Communication, a good faith inspection of the work areas has been performed and the following hazardous materials are known to be present in the building, or the potential for hazard may be present in the work area. See Notification Form for a listing of known materials. The Owner will provide a copy of the asbestos building inspection document to the contractor at the pre-construction meeting. If any other materials are found, which are undocumented or suspected of containing asbestos, notify the Owners Project Coordinator immediately. If the Owners Project Coordinator or designated person is not available contact the Owner's Hazardous Materials Coordinator.

B. Owner's Hazardous Materials Coordinator - Bob Bergin, - Environmental, Health and Safety Department - Telephone 359-6697 and cell phone 220-7085.

C. The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. The Contractor will apprise all workers and subcontractors who will be at the jobsite of the seriousness of the potential hazard and of appropriate procedures which must be followed. The Contractor will submit to the Owner and post at the job site a signed Notification Certificate (see paragraph F.) that all workers were informed as to the nature and location of the potential hazard and of appropriate procedures to be taken when encountered. The Contractor will keep a log of all visitors to the areas, inform them of the potential hazard and submit the same to the Owner. Where in the performance of the work the Contractor disturbs any identified or suspected asbestos-containing materials the Contractor shall take appropriate continuous measures as necessary to protect all workers and building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures described below.

D. Procedures. Should any workers disturb any asbestos-containing material, the Contractor will:
1. Stop all work.
2. Evacuate and secure area immediately.
3. Call Owner's Hazardous Materials Coordinator.
4. Do not re-enter area until cleared by Owner's Hazardous Materials Coordinator.
5. Prepare a report of the incident and forward to the Owner.
E. Penalties. An employer, who violates the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, may be issued a citation or order to restrain activity by the Department of Labor & Industries. Willful or repeated violations may be assessed a civil penalty not to exceed fifty thousand dollars for each violation. Serious violations may be assessed a civil penalty not to exceed five thousand dollars for each violation. Violations not of a serious nature may be assessed a civil penalty not to exceed three thousand dollars.

F. Notification Certificate. The Contractor shall submit, on its own letterhead, a facsimile of the following certificate.
NOTIFICATION OF POTENTIAL HAZARD CERTIFICATE

Project Name: Louise Anderson Hall Window Replacement Project
Type of Hazard: Asbestos-Containing Material; Lead Paint

ASBESTOS - CONTAINING MATERIAL

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>SAMPLE LOCATIONS</th>
<th>HOMOGENEOUS AREAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ceiling material, textured</td>
<td>Rooms 240, 241, 244</td>
<td>Surfacing Material: All textured ceiling material</td>
</tr>
<tr>
<td>Ceiling plaster</td>
<td>Rooms 20, Mech. Rooms</td>
<td>Surfacing Material: All ceiling plaster</td>
</tr>
<tr>
<td>Ceiling tile, 2’ x 2’, white</td>
<td>Rooms 18</td>
<td>Miscellaneous Material: All white 2’ x 2’ ceiling tile</td>
</tr>
<tr>
<td>Floor tile, 9” x 9”</td>
<td>Rooms 66, hallways</td>
<td>Miscellaneous Material: All 9” x 9” floor tile</td>
</tr>
<tr>
<td>Floor tile, 12” x 12”, black &amp; white</td>
<td>Rooms 155, 242</td>
<td>Miscellaneous Material: All black &amp; white 12” x 12” floor tile,</td>
</tr>
<tr>
<td>Thermal system insulation</td>
<td>Mechanical Rooms</td>
<td>Thermal System Insulation: All mudded elbows, valves, &amp; equipment</td>
</tr>
<tr>
<td>Wall plaster</td>
<td>Rooms 146, 155, 245, hallways</td>
<td>Surfacing Material: All wall plaster</td>
</tr>
<tr>
<td>Window glazing &amp; caulking</td>
<td>Rooms 101, 103, 173, 181</td>
<td>Miscellaneous Material: All window glazing &amp; caulking</td>
</tr>
<tr>
<td>Wire insulation, black</td>
<td>Electrical Panels</td>
<td>Miscellaneous Material: All black wire in electrical panels</td>
</tr>
</tbody>
</table>

Homogeneous area means an area of surfacing material (fireproofing, plaster, textured ceiling material etc.), thermal system insulation, or miscellaneous material that is uniform in color and texture. A positive asbestos content result means that all other areas that are homogeneous to the sampling area must be considered to contain asbestos also.

Asbestos-Containing Surfacing Material
Asbestos-Containing Thermal System Insulation
Asbestos-Containing Miscellaneous Materials

Samples of spray-applied textured ceiling material contain 4% chrysotile asbestos.
Samples of thermal system insulation contain 1% to60% chrysotile asbestos
Samples of various colors of 9 x 9 floor tiles contain up to 15% chrysotile asbestos and samples of black & white 12’ x 12’ floor tiles contain 2% chrysotile asbestos. The black tile adhesive contains up to 10% chrysotile asbestos.
Samples of white 2’ x 2’ ceiling tiles contain 12% amosite asbestos
Samples of ceiling and wall plaster contain 2% chrysotile asbestos, 1% tremolite asbestos
Samples of window glazing & caulking contain up to 3% chrysotile asbestos.

The materials listed above are considered “homogeneous” throughout Louise Anderson Hall. Please contact the EWU Environmental, Health and Safety Department prior to removal or disturbance of these materials.

Owner’s Hazardous Materials Coordinator – Bob Bergin, - Environmental, Health and Safety Department, - phone 359- 6697.
Lead Paint

Samples of the paint from the window frames were over 100 ppm. This paint, proven to contain lead, must be handled in accordance with OSHA and WISHA regulations. The Lead in Construction Standard (29CFR 1926.62) and Chapters 296-62 and 296-155 of the Washington Administrative Code, require that when any amount of lead is present the employer must: 1) identify lead-containing materials, 2) conduct an exposure assessment (air monitoring) of affected employees while working with leaded materials, 3) provide appropriate personal protective equipment (PPE), 4) enroll affected employees in a medical surveillance program, 5) provide lead training for employees, and 6) provide appropriate decontamination facilities to the affected employees.

The Washington State Department of Ecology Model Toxics Control Act and Dangerous Waste Regulations require a representative TCLP (toxic characteristic leachate procedure) sample to be collected when the lead material is to be demolished rather than recycled. If the TCLP sample is above 5 ppm or 5mg/l, the generated waste must be handled as a dangerous waste. If the TCLP sample of the material is below this limit it will be classified as Category I Low Lead Waste which can be disposed of as standard construction debris. The sample result for Louise Anderson Hall windows was <0.40 ppm, so the construction/demolition debris does not have to be disposed of as dangerous waste. However the window glazing and caulking do contain asbestos and must be disposed of as asbestos waste.

Certification: Workers
I have been informed of the potential hazard and understand the procedures that are outlined above/on the previous page.

<table>
<thead>
<tr>
<th>Name (printed)</th>
<th>Company</th>
<th>Signature</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
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<tr>
<td>18.</td>
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</tbody>
</table>

Certification: Contractor

I have informed all workers of the potential hazard and the procedures as outlined above and will inform all visitors of the same.

<table>
<thead>
<tr>
<th>Name (printed)</th>
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</tr>
</thead>
</table>
PART 2 MATERIALS

Not Used

PART 3 EXECUTION

Not Used

PART 4 CERTIFICATES

4.01 Notice of Potential Hazard Certificate - three pages 00950-3 through 00950-5

4.02 Asbestos Free Materials Certificate - one page 00950-7

G. Asbestos Free Materials Certificate. The Contractor shall submit a certificate from each material supplier. The certificate will be a facsimile of the following form on the supplier’s letterhead. Additionally, MSDS sheets for each product used will accompany the certificate.
ASBESTOS FREE MATERIALS CERTIFICATE

Project Number: #10-036934
Project Name: Louise Anderson Hall Window Replacement Project

The listed products supplied for the above referenced project are hereby certified to contain no asbestos.

Supplier ________________________________________________

Products ________________________________________________

Supplier ________________________________________________

Products ________________________________________________

Supplier ________________________________________________

Products ________________________________________________

Supplier ________________________________________________

Products ________________________________________________

_________________________    _____________________________  ____________
Name (printed)       Signature       Date

END OF SECTION 00950
ASBESTOS INSPECTION REPORT

Louise Anderson Hall
Window Replacement Project - #10-036934

Asbestos Containing Material (LAH)

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>SAMPLE LOCATIONS</th>
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<tr>
<td>Ceiling plaster</td>
<td>Rooms 20, Mech. Rooms</td>
<td>Surfacing Material: All ceiling plaster</td>
</tr>
<tr>
<td>Wall plaster</td>
<td>Rooms 146, 155, 245, hallways</td>
<td>Surfacing Material: All wall plaster</td>
</tr>
<tr>
<td>Thermal system insulation</td>
<td>Mechanical Rooms</td>
<td>Thermal System Insulation: All mudded elbows, valves, &amp; equipment</td>
</tr>
<tr>
<td>Ceiling tile, 2’ x 2’, white</td>
<td>Rooms 18</td>
<td>Miscellaneous Material: All white 2’ x 2’ ceiling tile</td>
</tr>
<tr>
<td>Floor tile, 9” x 9”</td>
<td>Rooms 66, hallways</td>
<td>Miscellaneous Material: All 9” x 9” floor tile</td>
</tr>
<tr>
<td>Floor tile, 12” x 12”, black &amp; white</td>
<td>Rooms 155, 242</td>
<td>Miscellaneous Material: All black &amp; white 12” x 12” floor tile</td>
</tr>
<tr>
<td>Wire insulation, black</td>
<td>Electrical Panels</td>
<td>Miscellaneous Material: All black wire in electrical panels</td>
</tr>
<tr>
<td>Window glazing &amp; caulking</td>
<td>Rooms 101, 103, 173, 181</td>
<td>Miscellaneous Material: All window glazing &amp; caulking</td>
</tr>
</tbody>
</table>

Homogeneous area means an area of surfacing material (fireproofing, plaster, textured ceiling material etc.), thermal system insulation, or miscellaneous material that is uniform in color and texture. A positive asbestos content result means that all other areas that are homogeneous to the sampling area must be considered to contain asbestos also.

The materials listed above are considered “homogeneous” throughout Louise Anderson Hall. Please contact the EWU Environmental, Health and Safety Department prior to removal or disturbance of any of these materials.

1 Samples of spray-applied textured ceiling material contain 4% chrysotile asbestos. Samples of ceiling and wall plaster contain 2% chrysotile asbestos and 1% tremolite asbestos. Samples of thermal system insulation contain 1% to 60% chrysotile asbestos. Disturbance or removal of less than 1 square foot or 1 lineal foot of surfacing material (textured ceilings, wall plaster) or thermal system insulation requires 16 hour asbestos O & M trained workers. Disturbance or removal of 1 square foot or 1 lineal foot or more of surfacing material or thermal system insulation requires certified asbestos workers.

2 Samples of white 2’ x 2’ ceiling tiles contain 12% amosite asbestos. Disturbance or removal of less than 1 square foot or 1 lineal foot of this material requires 16 hour asbestos O & M trained workers. Disturbance or removal of 1 square foot or 1 lineal foot or more of this material requires certified asbestos workers.
Evidence: Samples of various colors of 9 x 9 floor tiles contain up to 15% chrysotile asbestos and samples of black & white 12’ x 12’ floor tiles contain 2% chrysotile asbestos. The black tile adhesive contains up to 10% chrysotile asbestos. The removal of VAT and ACM tile adhesive is considered Class II work if the material remains substantially intact. The workers are excluded from asbestos worker certification but must receive 8 hours of training specific to the material which they are removing. However, if the material becomes broken or crumbled it is no longer considered intact and therefore becomes Class I work which must be performed by “certified asbestos workers”. In Class I & II operations the employer must conduct daily monitoring that is representative of the exposure of each employee. All Class I, II, & III work shall be in a “regulated area”. Respiratory protection is required unless a “negative exposure assessment” is provided. Engineering controls must include “wet methods” and HEPA vacuums.

Evidence: Samples of window glazing & caulking contain up to 3% chrysotile asbestos. The removal of window sashes with window glazing (interior and/or exterior) by removing the window stops and removing the entire window sash units intact, will not constitute an asbestos abatement project as defined by WAC 296-62-07722 (3), and is excluded from asbestos worker certification. However, the asbestos-containing material must remain undamaged and non-friable and during the removal or collection of the material. The asbestos-containing material must be removed intact and without breakage or other disturbance, which may release asbestos fibers. The material must be removed without the creation of any visible residue. The asbestos-containing material must not subjected to sanding, cutting, grinding, or abrading during the removal or collection process. If these stipulations are not met, then the asbestos-containing material will become a Regulated Asbestos Containing Material (RACM) as defined in the National Emissions Standards for Hazardous Air Pollutants [40 CFR Part 61, Subpart M]. Although asbestos worker certification is not required, an eight hour training course as outlined in WAC 292-62-07722 (4) is required. The asbestos containing windows must be disposed of as asbestos containing waste. EPA recommends asbestos waste be double bagged and disposed of following appropriate local regulations to minimize exposure.

Evidence: Samples of the paint from the window frames were over 100 ppm. This paint, proven to contain lead, must be handled in accordance with OSHA and WISHA regulations. The Lead in Construction Standard (29CFR 1926.62) and Chapters 296-62 and 296-155 of the Washington Administrative Code, require that when any amount of lead is present the employer must: 1) identify lead-containing materials, 2) conduct an exposure assessment (air monitoring) of affected employees while working with leaded materials, 3) provide appropriate personal protective equipment (PPE), 4) enroll affected employees in a medical surveillance program, 5) provide lead training for employees, and 6) provide appropriate decontamination facilities to the affected employees.

Evidence: The Washington State Department of Ecology Model Toxics Control Act and Dangerous Waste Regulations require a representative TCLP (toxic characteristic leachate procedure) sample to be collected when the lead material is to be demolished rather than recycled. If the TCLP sample is above 5 ppm or 5mg/l, the generated waste must be handled as a dangerous waste. If the TCLP sample of the material is below this limit it will be classified as Category I Low Lead Waste which can be disposed of as standard construction debris. The sample result for Louise Anderson Hall windows was <0.40 ppm, so the construction/demolition debris does not have to be disposed of as dangerous waste. However the window glazing and caulking do contain asbestos and must be disposed of as asbestos waste.
PART 1  GENERAL

1.01  SECTION INCLUDES

A. Description of the Work.

B. Work by Owner.

C. Contractor Use of Site and Premises.

D. Work Sequence.

E. Work Under Other Contracts

F. Owner Occupancy.

G. Terms and Definitions.

1.02  RELATED DOCUMENTS

A. Drawings and all provisions of the Contract including General Conditions, Supplemental Conditions, other Division 1 Specification sections and Division #2 through Division #8 Specification sections apply to requirements specified in each Section of Division #1.

1.03  DESCRIPTION OF THE WORK

A. The Project consists of the Work as generally described hereinafter for Owner’s Project No. AE1206 Louise Anderson Hall – Window Replacement.

1. Project Location: Louise Anderson Hall, Eastern Washington University, Cheney, Washington


3. The Work includes, but is not limited to, The replacement of original steel single pane windows in a EWU residence hall constructed in 1951 with new commercial grade aluminum double pane windows. It also includes the addition of interior casework shelving within the majority of living units.

1.04  CONTRACTOR USE OF SITE AND PREMISES

A. The construction limits are defined in the Contract Documents as Louise Anderson Hall and perimeter site.

B. Contractor may locate its construction trailer at the Louise Anderson Hall loading area. Since the residence rooms will be empty the contractor may set up an office within a vacant room.
C. Keep work and storage areas in a neat, clean and orderly condition at all times. Should it be necessary at any time to relocate materials, trailers, et al., Contractor shall move same at its expense.

D. Contractor is responsible for damage to existing project site and the property adjacent to the Project site, and at completion of all work shall restore/return all existing property to its original or better condition as it was prior to start of project work. Condition of Project site and adjacent property shall be digitally recorded by Owner prior to start of Project Work.

1.05 WORK SEQUENCE

A. See 1.07 OWNER OCCUPANCY.

1.06 PROJECT SCHEDULE MILESTONES

A. Substantial Completion: The Contractor shall achieve Substantial Completion within One Hundred and Ten (110) calendar days after the date of Owner’s written Notice to Proceed.

B. Final Completion: The Contractor shall also achieve Final Completion of the Work within Thirty (30) days after Substantial Completion is achieved.

C. Windows must be received and invoiced by 6/30/10.

1.07 OWNER OCCUPANCY

A. Louise Anderson Hall will be occupied until July 2, 2010. No work shall occur in occupied areas until July 6, 2010. Measurement verification can occur with owner coordination.

B. The following office and classroom space will be in use or occupied during the project.

   b. Coordinate window removal and installation with Owner.

2. Residence Units 226 (226A).
   a. Coordinate window removal and installation with Owner.

C. The following units must be complete and ready for occupancy by 8/30/10.
   a. 125, 143, 235, 259, 311, 335, 359 & two addition units to be determined by 8/16/10.

D. Assembly room 113 will be in use for the duration of the project as temporary classroom space.
E. The Owner may take prior occupancy of portions or all of the project prior to Substantial Completion or prior to the Owner’s final acceptance of the Work.

F. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

G. The Owner reserves the right to operate any and all equipment that is in operating condition before acceptance of the equipment if such use shall not materially damage the equipment.

H. Use and occupancy by Owner shall not relieve the Contractor of its responsibility to provide all required materials and labor necessary for this project within schedule and in compliance with the Contract Documents.

I. Use and occupancy by Owner prior to Final Completion does not relieve Contractor of its responsibility to maintain all insurance and bonds required of Contractor under the contract.

END OF SECTION 01010
PART 1 GENERAL

1.01 SUMMARY
A. This Section specifies administrative and procedural requirements of Bid Alternates.

1.02 DEFINITIONS
A. A Bid Alternate is an amount proposed by the Bidder and recorded in the Bidder’s Bid Form for Work defined in the Bidding Documents that may be added or deducted from the Base Bid amount(s) if the Owner elects to accept the Bid Alternate.

1.03 COORDINATION
A. Coordinate related Work and amend adjacent Work as necessary to ensure that Work affected by each accepted Bid Alternate is complete and fully integrated into the Project. Include as part of each Bid Alternate the miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as a part of the Bid Alternate.

1.04 RELATED SECTIONS
A. Drawings and general provisions of the Contract Documents, including the General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.05 INTENT
A. The intent of the Base Bid(s) is to define the Project scope within the framework of the Contract Documents.
B. The intent of the Bid Alternates is to adjust the project scope by adding, deleting or modifying specific parts of the Work as stated hereinafter.

1.06 PROCEDURES
A. Each Bidder shall include in its Bid Form, alternate proposals for adding, deleting or modifying specific items of Work relative to the Base Bid(s) Work.
B. Order of Selection and Award of Alternates: The apparent low bid will be determined by the total combined amounts of the Owner-accepted Base Bid(s) and the Owner-accepted Alternate Bid(s). The Owner reserves the right to accept or reject any or all of the Alternate Bid amounts irrespective of the order in which the alternates are listed in the Bid Form.
C. **Reinstatement of Alternates**: The Owner reserves the right to reinstate any or all of the Bid Alternates described hereinafter not included in the Contract Award up to the time when the sequence of the Work as established by the construction schedule is not delayed by the implementation of the reinstated Bid Alternate Work. Reinstatement of any Bid Alternate shall be at the same amount as recorded in the Contractor’s Bid Form plus any additional construction cost justified by Contractor applicable to the reinstated Bid Alternate.

D. Execute accepted Bid Alternates under the same conditions as other Work of this Contract.

1.07 **DESCRIPTION OF ALTERNATE**

A. **Additive Alternate No. A1**: Provide an Add Alternate to install AUAP office windows as shown on drawing 2.1.

END OF SECTION 01020
SECTION 01027

SCHEDULE OF VALUES AND APPLICATIONS FOR PAYMENTS

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of Schedule of Values and Applications for Payment.

1.02 RELATED SECTIONS

A. Drawings and general provisions of the Contract Documents, including the General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.03 SCHEDULE OF VALUES

A. Preparation

1. Prepare a draft Schedule of Values on Owner-approved or Owner-provided form.
2. Submit draft Schedule of Values in duplicate to Owner for approval prior to submission of first payment application. Revise and resubmit if requested by Owner.
3. Format: Utilize the Table of Contents of this Project Specification. Identify each line item with number and title of the Specification Section. The value of each line item should be marked up with appropriate overhead and profit costs. When an item of Work includes both labor and materials, provide separate line items for labor costs and material costs. Provide separate line item costs for mobilization; Part 5.01B; general conditions; bond(s); and insurance. Provide a line item cost for project closeout which includes demobilization, record drawings, operation and maintenance manuals, and the satisfactory completion of all punch list work. The value of the project closeout shall be 2% of the original construction cost, not including sales tax, up to $250,000; $7,500 for construction costs from $500,000 to $1,000,000; $15,000 for construction costs from $1,000,000 to $2,500,000; $20,000 for construction costs $2,500,000 to $5,000,000; and $25,000 thereafter.
4. Allowances: Provide a separate line item for each specified bid allowance.
5. Unit Price Work: Unit price work shall be implemented by Change Order(s). See following Item 1.04A.6.
6. Change Orders: Revise Schedule of Values to incorporate amounts of executed Change Order(s). Refer to Section 01250 – Contract Modification Procedures.

B. Coordination

1. Coordinate preparation of the Schedule of Values with preparation of Contractor’s Construction Schedule for use by the A/E and/or Owner to evaluate progress payment applications.
2. Record the Owner-approved Schedule of Values in the Application and Certificate for Payment on Contract form. The values for each line entry
in the approved Schedule of Values shall not be revised. The approved Schedule of Values shall only be adjusted by the cost of Change Orders. Refer to 1.04.A.6 above.

1.04 APPLICATIONS FOR PAYMENT

A. Periodic Payment Applications: Submit the original of each of the following payment application forms with each payment application; each form shall include an original signature and dated if indicated; payment applications shall not be submitted more often than monthly (customary 30-day billing cycle):

1. Invoice Voucher (Owner-provided form)
2. Application and Certification for Payment on Contract (Owner-provided form or Contractor’s electronic media version approved by Owner)
3. If retainage is invested, Retainage Invoice Voucher (Owner-provided form)
4. If authorized by Owner, Certificate for Materials Stored on Job-Site (Owner-provided form); refer to Section 00700, Part 6.03.D for applicable conditions.
5. If authorized by Owner, Certificate for Materials Stored Off Job-Site (Owner-provided form); refer to Section 00700, Part 6.03.D, Items 1 through 8 for all mandatory requirements and backup submittal documents.

Owner-provided forms are available in Microsoft Excel, Microsoft Word or hard copy. Other word processing formats may be available as conversions from Microsoft Word. Contact Owner for availability.

B. Monthly Payment Applications’ Backup Documents: Submit the following backup documents with each payment application:

1. Approved Statements of Intent to Pay Prevailing Wages for each craft/trade/occupation for which payment is initially requested.
2. Updated list of hazardous materials prepared on Contractor’s letterhead.
3. Updated Notification of Potential Hazard Form (Owner-provided form); refer to Section 00950 – Contractor Certifications Potential Hazards
4. Updated construction schedule.
5. Updated list of subcontractors and principal suppliers and fabricators.
6. Updated list of products.

C. Substantiating Information/Data: When Owner requests information/data to substantiate amounts of questionable payment items the Contractor will provide one copy of requested information/data referenced to the respective invoice/application for payment number and date, and the applicable line item number(s).

D. Reimbursable Expenses: Submit the following forms/documents for payment of reimbursable expenses authorized in the Contract Documents; payment applications may be submitted independently of monthly payment applications and may be submitted at any time after Contractor incurs applicable expense(s):

1. Reimbursement Invoice Voucher (Owner-provided form)
2. Copies of receipts or other documentation to substantiate actual costs

END OF SECTION 01027
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Coordination and Coordination Meetings
B. Field engineering
C. Preconstruction conference
D. Progress meetings
E. Pre installation conferences
F. Commissioning Meetings
H. Coordination Drawings

1.02 COORDINATION AND CONSTRUCTION MEETINGS

A. The Contractor shall assign a full-time job superintendent to this project through Final Completion of the Work and he/she will be precluded from serving in any capacity on other projects during the duration of this project.

B. The Contractor shall coordinate the work of this project with other work which may be occurring in and around the site of this project by others.

C. As a minimum, the following project coordination activities shall be implemented by the contractor:

1. Provide overall coordination of the project contract work with the A/E and/or Owner.
2. Coordinate work interfaces, interferences and contract requirement conflicts with the A/E and/or Owner.
3. Coordinate shared access to work spaces.
4. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
5. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
6. Coordinate sequencing and scheduling of the project work elements to include the following:

a) Initial Coordination Meeting: The Contractor shall arrange and conduct a meeting with the A/E and Owner including appropriate subcontractors for sequencing and coordinating the
work; reasonable adjustments to work element schedules shall be
negotiated.

b) Integrate schedule input from the A/E and Owner into the
Contractor’s Construction Schedule.

c) Distribute copies of schedules to the other site contractor,
appropriate subcontractors, and the A/E and Owner.

d) Periodic Coordination Meetings: The Contractor shall arrange
and conduct periodic meetings with the A/E and Owner for the
purpose of sequencing and coordinating common, shared or
overlapping work elements.

7. Coordinate sequence of the work element activities to accommodate tests
and inspections, and coordinate schedule of tests and inspections.

8. Coordinate space requirements and installation of mechanical and
electrical work which are indicated diagrammatically on the Drawings.
Follow routing shown for pipes, ducts, and conduit, as closely as
practical; place runs parallel with line of building. Utilize spaces
efficiently to maximize accessibility for other installations, for
maintenance, and for repairs.

9. Provide the information necessary to adjust, move or relocate existing
utility structures affected by construction.

10. Verify that utility requirement characteristics of operating equipment are
compatible with building utilities. Coordinate work of various Sections
having interdependent responsibilities for installing, connecting to, and
placing in service, such equipment.

11. Coordinate completion and clean up of Work of separate Sections in
preparation for Substantial Completion and for portions of Work
designated for Owners partial occupancy.

12. Coordinate progress cleaning of areas or pieces of equipment where
more than one subcontractor has worked.

13. Coordinate protection of the work.

14. After Owner occupancy of premises, coordinate access to site for
correction of defective Work and Work not in accordance with Contract
Documents, to minimize disruption of Owner’s activities.

15. Contractor shall arrange and conduct coordination meetings with the
A/E, Owner and necessary subcontractors to coordinate, schedule and
sequence building commissioning requirements, tests, test results and
other required commissioning activities.

1.03 CONTRACTOR’S REQUEST FOR INFORMATION (RFI)

A. General: When latent or other conditions require clarifications or modifications
to the Contract Documents, the Contractor shall submit a written Request for
Information (RFI) to the A/E.

B. Format: Submit on Contractor’s standard form. Sequentially number each RFI.
Maintain a log at the project site, listing date issued by Contractor, method of
delivery to the A/E, date response requested, and date response received from the
A/E.

C. Content: Include a statement outlining the background of the RFI and the effect
on the Work.

D. Schedule for Response: Indicate the time by which a response is requested, but
not less than two full working days from date RFI is anticipated to be received by
the A/E.

1.04 FIELD ENGINEERING

A. Provide field engineering services. Establish elevations, lines, and levels,
utilizing recognized engineering survey practices. Contractor shall not use the
services of the A/E design team’s civil engineer subconsultant to perform these
field engineering services to avoid potential conflict of interest.

B. Field verify prior to start of construction all underground utilities and
appurtenances on site. Notify the Owner of any discrepancies for resolution.

1.04 COMMISSIONING COORDINATION

A. Projects that include commissioning requirements (See Section 01810) shall be
coordinated with the A/E, Owner and Contractor’s subcontractors in accordance
with the Division 17 specification requirements and other project contract
specification sections that require system or equipment testing.

1.05 PRECONSTRUCTION CONFERENCE

A. Owner will schedule a Preconstruction Conference approximately at the time of
the Owner’s Notice to Proceed.

B. Attendance Required: Owner, Consultant(s) as necessary, Contractor and major
Subcontractors, and Building Commissioning Agent.

C. Agenda: The Preconstruction Conference agenda may include the following
items:

1. General Procedures/Requirements
   
   a. Pre-construction

   1) Building Permit
   2) Parking
   3) Access
   4) Wage Rate Filing
   5) Submittals, including, but not necessarily limited to:

       a) Project Schedule
       b) Schedule of Values
       c) List of Subcontractors and Suppliers
       d) Proposed Product List
       e) List of Anticipated Hazardous Materials
       f) Material Safety Data Sheets (MSDS)
       g) Initial Notification of Potential Hazard Form

   6) Contractor shall provide the **Emergency Telephone Number** for Contractor’s **Superintendent** and
      **Foremen**

   7) Required health and safety plans.
b. During Construction

1) Coordination with subcontractors and Owner
2) Changes in the Work
3) Progress Payments
4) Testing and special inspection.
5) Equipment startup
6) Substantial Completion
7) Punch List/Final Inspection
8) Commissioning
9) Final Payment

c. Post Construction

1) Owner’s requirements and occupancy
2) Functional Completion
2) Final Acceptance
3) Project Closeout Procedures/Requirements.

2. Specific Job-Related Conditions

a. Submittals (Re: Specification Section 01330)

1) Demolition Waste and Debris Disposal Receipts

b. Owner Facilities Usage
c. Project Schedule, Notice to Proceed
d. Temporary Facilities
e. Security and housekeeping procedures
e. Safety
f. Final Acceptance conditions
g. A/E review of project design issues

3. Questions

4. Jobsite walk-through

1.06 PROGRESS MEETINGS

A. Contractor shall schedule and administer construction progress meetings, including commissioning meetings throughout progress of the Work weekly or as deemed necessary by the A/E and Contractor.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within five days to the A/E, Owner, other meeting participants, and those affected by decisions made.

C. Attendance Required: Job superintendent, major Subcontractors superintendents or project managers, Test Engineer, A/E, Owner, and others as appropriate to agenda topics for each meeting.

D. Agenda: Agenda items may include, but are not necessarily limited to the following:
1. Review current construction activities and upcoming events. Review overall construction schedule.
2. Review of action items from previous meeting.
3. Field observations, problems, and decisions, including requests for information outstanding.
4. Review status of shop drawings and other submittals.
5. Review status of change order proposals and change orders.
6. Owner/Owner's Representative questions and comments.
7. Review status of building commissioning.
8. Contractor/Subcontractors questions and comments.

1.07 PREINSTALLATION CONFERENCES

A. When required in individual specification Section, convene a preinstallation conference at work site sufficiently in advance of the commencement of the applicable Work.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Notify the A/E and Owner ten (10) days in advance of meeting date.

D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with a copy to the Owner.

E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.09 COORDINATION DRAWINGS

A. Prepare and submit Coordination Drawings for items installed in the ceiling plenum space.

1. Content: Project specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information:

   a. Indicate functional and spatial relationships of components of architectural, structural, mechanical, and electrical systems, including lighting, main conduit runs, fire sprinkler piping, plumbing, and HVAC. Include necessary access for maintenance.
   b. Indicate required installation sequence.

2. Sheet size: 24"x36".

3. Number of copies: Submit one opaque and one reproducible copy of each submittal.

END OF SECTION 01039
SECTION 01250

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Change Order Proposal Procedures
B. Correlation of Contractor submittals.

1.02 RELATED SECTIONS

A. Drawings and general provisions of the Contract Documents, including the General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.03 CHANGE ORDER PROPOSAL (COP)

A. General: Proposed changes in the work.

1. As specified in Section 00700, Paragraph 7.01B, Contractor shall prepare a contract modification as a proposal. A Change Order Proposal (COP) is a document prepared on Owner-provided form for revising or adjusting the Contract Sum or Contract Time. COP’s are initially prepared and issued by the A/E. The COP includes a detailed description of the proposed change. If necessary, it may include supplemental drawings and specifications.

B. Purpose: Change Order Proposals are requests for proposals only for proposed changes in the Work as described in the COP document as issued by A/E or Owner. COP’s are not instructions either to stop work in progress, or to execute the proposed change(s). Contractor shall not proceed with any change in the work until it has obtained Owner’s approval through a signed and executed Change Order.

C. Format: Owner’s form shall be used for preparing and processing COP’s.

D. Preparation: Prepare cost estimate breakdowns to the level of detail established in Section 00700, Part 7 of the General Conditions.

E. Submit the name of the individual designated to receive COP’s and to be responsible for informing others in Contractor’s employ and/or Subcontractors of proposed changes in the Work.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND/OR CONTRACT TIME

A. Maintain detailed records of work done on an actual cost and time basis. Provide information required for evaluation of Change Order Proposals.

1. Document each estimate for a change in cost or time with sufficient data
to allow evaluation of the Change Order Proposal.

a. As a minimum, provide back-up information in accordance with Section 00700, Part 7 and Section 00800, Part 7.

B. If requested by A/E or Owner, additional information to be provided includes, but not limited to:

1. Origin and date of directive to perform the additional work.
2. Dates and times work was performed, and by whom.
3. Time records and wage rates paid.
4. Invoices and receipts for materials, equipment, and subcontracts, similarly documented.

1.05 CORRELATION OF CONTRACTOR SUBMITTALS

A. With the execution of a Change Order establishing a change in the Work or a change in the Contract Time, the Contractor shall:

1. Revise Schedule of Values included in the Application and Certificate for Payment on Contract form to record each Change Order as a separate line item and adjust the Contract Sum.
2. Revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
3. Enter changes in Project Record Documents.

1.06 TIME EXTENSIONS

A. Requests for time extensions for changes in the Work shall be in accordance with the conditions established in Section 00700, Part 7. Requests for compensatory time extensions shall comply with all conditions of Section 00700, Part 7.03D.

END OF SECTION 01250
PART 1 GENERAL

1.01 GENERAL

A. Construction schedule preparations, submittal, update, and changes shall conform to the provisions of these specifications.

B. Related provisions specified elsewhere include:

1. Section 00700 – General Conditions
2. Section 00800 – Supplemental Conditions
3. Section 01027 – Schedule of Values and Application for Payments.
4. Section 01250 – Contract Modifications Procedures.

1.02 REQUIREMENTS

A. The Contractor shall prepare a Critical Path method (CPM) construction progress schedule for this project. The schedule shall include all phases of the project including, but not limited to procurement, submittal preparation and approvals, fabrication, delivery, installation, building commissioning, testing and closeout. The schedule shall identify traffic rerouting, utility outages and tie-ins.

B. A complete project CPM schedule (one reproducible copy) shall be submitted to the A/E and Owner by the Contractor within fourteen (14) calendar days after receipt of A/E’s and Owner’s review comments.

C. All schedule submittals are subject to review by the Owner. The Owner reserves the right to delay the processing of the initial and subsequent payment applications until the Contractor submits the initial and subsequent schedules acceptable to the A/E and Owner.

D. A digital copy of the CPM schedule shall be provided to the A/E and Owner. Microsoft Project software generated schedules are preferred but not required.

1.03 PROCEDURES FOR PREPARATION

A. The construction schedule shall represent a practical plan to complete the Work through Substantial Completion.

1. With the exception of Work tasks between Substantial Completion (Contract Time). A schedule extending beyond the Contract Time will not be acceptable.

2. A schedule showing the Work completed in less than the Contract Time may be found by the A/E and/or Owner to be deemed unacceptable, if the schedule does not include all Work tasks such as commissioning, unrealistic start/finish durations or the “Critical Path” is incorrectly defined.

3. A schedule found to be unacceptable for the preceding reason or any other reason, shall be revised by the Contractor and resubmitted at no
extra cost to the A/E and Owner.

4. A schedule showing the Work completed in less than the Contract Time, which is found to be acceptable by the A/E and the Owner, shall be considered to have float. The float is the time between the scheduled completion of the Work and the contract completion date. Float is not for the benefit of either the Owner or the Contractor. It is a resource available to both parties. Contractor requests for adjustment in the Contract Time shall be considered with reference to the float and the Critical Path. Compensable Time extensions will only be approved by the Owner based on Critical Path adjustments which carry the schedule beyond the Contract Time. Non-Compensable Time extensions may be authorized by the Owner if the float in the Project Schedule allows.

B. The construction schedule shall clearly show the sequence and interdependence of construction activities and shall identify specifically:

1. The start and completion of all items of work, their major components, and interim milestone completion dates, if any.
2. Activities for procurement, delivery, installation and completion of each major piece of equipment, materials, and other supplies, including:
   a. Time for submittals, re-submittals, and review.
   b. Time for fabrication and delivery of manufactured products for the Work.
   c. The interdependence of procurement and construction activities.
3. Weather impact days.
4. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the work is affected.
   a. Phasing: Arrange list of activities on schedule by phase.
   b. Work Under More Than One Contract: Include a separate activity for each contract.
   c. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
   d. Owner-Furnished Products: Include a separate activity for each product.
   e. Work Restrictions: Show the effect of the following items on the schedule:
      1) Limitations of continued occupancies.
      2) Uninterruptible services.
      3) Partial occupancy before Substantial Completion.
      4) Use of premises restrictions.
5. Milestones: Include all contract milestone dates indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, interim milestones, Substantial Completion, Functional Completion and Final Completion.

C. The schedule shall:

1. Be in sufficient detail to assure adequate planning and execution of the
2. Be suitable, in the judgement of the A/E and/or Owner, to allow monitoring and evaluation of progress in the performance of the Work.

3. Be a calendar time scaled network diagram in the following form:

   a. The activities shall include:

      1) Description; what is to be accomplished and where.
      2) Duration in workdays.
      3) Responsibility code; identifies who performs the activity. One per activity.

   b. The network shall show continuous flow from left to right.

4. Include a tabular report listing description, original duration, early start date, late start date, early finish date, late finish date, and total float.

5. Identify days per week and shifts per day worked.

6. Include sufficient time for the A/E, its subconsultants, and Owner to review submittals. The A/E, its subconsultants, and Owner shall have a minimum of 14 days to review submittals unless otherwise indicated in the Contract Documents.

7. Allow a minimum of 10 working days for the A/E to prepare a punchlist for the Work. The A/E shall be provided a minimum of 48 hours notice of project readiness for a punchlist unless otherwise indicated in the Contract Documents.

8. Identify the activities which constitute the controlling operations or critical path.

9. Include budgeted cost per activity. The sum of the project activity’s costs shall equal the total contract amount.

D. The submittal of the construction schedule shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence indicated in the schedule.

E. The CPM schedule activities shall be cost loaded and shall be used as the basis for calculating the monthly progress payments.

1.04 REVIEW, UPDATE, AND REVISIONS

A. The A/E and Owner will review and return the schedule submittals with comments within 14 calendar days. The Contractor shall make all corrections to the schedule requested by the A/E and Owner and resubmit for final review. If the Contractor does not agree with the A/E and/or Owner's corrections, the Contractor shall provide written notice of the specific areas of concern within five working days of receipt of the schedule.

B. The A/E and/or Owner may computerize the Contractor's CPM to analyze and update the schedule.

1. The Contractor shall be responsible for the accuracy of the information contained in the CPM, and subsequent updates of the CPM.

2. Monthly, or as deemed necessary by the A/E and/or Owner, the Contractor shall participate with the A/E and/or Owner in a schedule...
review to update activity progress.

C. The Contractor shall provide the A/E and Owner with a written status and updated schedule on a monthly basis. This schedule shall be submitted with the Contractor's payment application. Any change in Contractor's planned sequence or timing of the Work shall be accompanied by a written revision to the affected portion of the CPM which may be changed accordingly.

D. If, according to the current updated CPM schedule, the Contract is 14 work days or more behind the contract completion date of any interim milestone, considering all granted time extension, the Contractor shall submit a recovery schedule showing a workable plan to regain the lost time to enable the Contractor to complete the project on time. The Owner reserves the right to withhold progress payments until a recovery schedule, acceptable to the A/E and Owner, is submitted by the Contractor.

E. Scheduling of change order work is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change order work and submit it to the A/E and Owner for review. With the concurrence of the A/E and Owner, change order work of a magnitude less than $10,000 do not need to be scheduled, unless the change affects the contract critical path, or other outside parties.

F. If the Owner finds the Contractor is entitled to an extension of any completion date under the provisions of Section 00700, Part 7.03, the determination of the total number of days extension will be based upon the provisions of Section 00700, Part 7.03C.

G. The Contractor acknowledges and agrees that delays to non-critical activities (those with float), will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the critical path of the Contractor’s schedule.

1.05 FORM OF SUBMITTAL

A. All schedule submittals shall include one reproducible copy of the CPM drawing and one reproducible copy of tabular reports showing predecessors and successor relationships by activity number.

B. Costs for preparation and reproduction of all schedule submittals shall be borne by the Contractor. Contractor is presumed to have allocated such costs to the bid items it deemed most appropriate.

END OF SECTION 01320
SECTION 01330

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures.
B. Proposed products list.
C. Shop drawings.
D. Product data.
E. Samples.
F. Manufacturers' instructions.
G. Manufacturers' certificates.
H. Special Job-site Submittals.

1.02 RELATED SECTIONS

A. Section 00700 – General Conditions
B. Section 00800 – Supplemental Conditions
C. Section 0950 – Contractor Certifications Potential Hazards
D. Section 01400 - Quality Control
E. Section 01770 – Closeout Procedures

1.03 CONTRACTOR REVIEW AND VERIFICATION OF SUBMITTAL DOCUMENTS

A. Prior to submission of any submittal document the Contractor will review and verify the submittal to be in compliance with the specifications and drawings. The Contractor will also verify that the items in the submittal will fit in the space provided and give the intended results of the specifications and drawings.

1.04 SUBMITTAL PROCEDURES

A. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix. Identify each copy of submittal with number.
B. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, all dimensions and field verified dimensions, shop drawing
dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

D. Schedule submittals to expedite the Project, and deliver to A/E. Coordinate submission of related items. If requested by Owner, submittals for Owner’s review shall be sent directly to Owner concurrently with the delivery of submittals to A/E.

E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

F. Provide space for Contractor and A/E review stamps.

G. Revise and resubmit submittals as required, identify all changes made since previous submittal.

H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.05 PROPOSED PRODUCTS LIST

A. Prior to submitting the first payment request but no later than 14 calendar days after date of Notice to Proceed, submit complete list of products proposed for use, with related specification section number, name of manufacturer, trade name, model number of each product and anticipated delivery date.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

A. Shop drawings are for the purpose of illustrating a portion of the work in greater detail than shown on the Drawings. Shop drawings are not intended to change the design.

B. Shop drawings shall be submitted in the following form: Submit one reproducible along with 1 print/copy of each drawing to the A/E until "No exception taken" or "Make corrections noted" is obtained. Each drawing must be 24"x 36" or 30"x 42", have a clear space 4" wide and 12" high on the right-hand side of the tracing for the Contractor's and A/E stamps.

1. If the reproducible is returned to the Contractor noted "Rejected" or "Revise and resubmit" the original tracing is to be corrected and a new reproducible made and resubmitted along with 1 print/copy.

2. A/E will return to Contractor only one marked up reproducible of any shop drawing which has been rejected or returned for revisions. Make additional submittals as required. This procedure is to be followed until "No exceptions taken" or "Make corrections noted" is obtained.

3. When above procedure has been accomplished and the reproducible is returned, Contractor shall make prints/copies from the approved reproducible for field distribution.
C. Shop drawings for all work specified in Divisions 15 and 16 shall be submitted in the form specified in those Divisions of the Project Specifications.

D. Do not allow shop drawing copies to be used and/or distributed for field use without the appropriate Contractor's and A/E stamps thereon complete with appropriate final 'markings/action taken' noted thereon.

1.07 PRODUCT DATA
A. The Contractor is to submit a total of 6 copies of product data (i.e., an original copy for the Contractor, a copy for the consultant, a copy for the subcontractor, a copy for the Owner and two original copies for the O & M Manuals). One approved copy will be retained by the Owner for its records. The original will be returned to the Contractor so additional copies may be made to distribute to other suppliers or subcontractors. The remaining two originals are intended to be included in the Owner’s Operations and Maintenance Manual at the end of the project. Submit three additional copies of submittals identified for commissioning.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review and after they have been stamped either "No Exception Taken" or "Make Corrections Noted," distribute in accordance with Article 1.03H above and provide copies for Record Documents described in Section 01770 – Closeout Procedures.

1.08 SAMPLES
A. Where required by the individual specification section, submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturers' standard colors or in custom colors selected, textures, and patterns for the A/E’s selection.

C. Include identification on each sample, with full Project information.

D. Submit the number or samples specified in individual specification Sections; one of which will be retained by the Owner.

E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

F. For Mechanical Construction Work: Comply with Division 15 requirements.

G. For Electrical Construction Work: Comply with Division 16 requirements.

1.09 SPECIAL JOB-SITE SUBMITTALS
A. Hazardous Chemical Inventory:
   1. In order to comply with the State of Washington's Hazard
Communication Standard (Chapter 296-62-054 through 05427 WAC), the Owner requires the Contractor to provide a complete inventory of all potentially hazardous chemicals which the Contractor (including subcontractors) will bring onto or produce on the work site. This inventory shall be submitted to the Owner no later than three (3) workdays prior to the chemicals arrival on site or production on-site. Specific information for each chemical, in the form of Material Safety Data Sheets (MSDS), and the personal protective equipment (PPE) required for working with the materials (respirators, special clothing, etc.) shall be included in the submittal. A copy of the inventory, the MSDS’s, and the list of PPE shall be maintained on-site by the Contractor at all times, and shall be available for reference by the Owner, the Contractor’s employees, and government agencies during the Contractor’s working hours.

2. The Contractor shall revise this information as necessary (i.e. when new chemicals are brought onto or produced at the worksite), with updates forwarded to the Owner. A complete and accurate copy of this information shall be immediately sent to the Owner and made available at the Contractor's worksite office for reference by Owner representatives and the Contractor's employees during the Contractor's working hours.

B. Notice of Potential Hazard Form

Contractor shall complete and submit the initial Notification of Potential Hazard Form (See Section 00950) with the first application for payment. The Notification of Potential Hazard Form shall be updated on a monthly basis and submitted with each monthly payment application.

C. In conjunction with the final payment application the Contractor shall submit a Certification of Asbestos Free Materials (Section 00950) for each supplier who furnished materials for the project.

END OF SECTION 01330
SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Electrical power, lighting, heat, ventilation, telephone service, water, and sanitary facilities.

B. Temporary Controls: Barriers, fencing, water control, exterior enclosures, welding in interior occupied buildings, protection of the Work, and security.

C. Construction Facilities: Parking; progress cleaning; lifting devices and hoisting facilities; existing tree and plant protection; landscape restoration; traffic and pedestrian obstructions; removal of utilities, facilities and controls; protection of existing utilities; hazardous materials spills; and confined space.

1.02 RELATED SECTIONS

A. Section 00700 – General Conditions

B. Section 00800 – Supplemental Conditions

C. Section 01010 – Summary of Work

D. Section 01731 – Cutting and Patching

E. Section 01770 – Closeout Procedures

F. Section 02921 – Sod Lawn

1.03 TEMPORARY UTILITIES

A. Electrical Power

1. Existing building power may be used for temporary lighting and small hand tools during construction. No electric welders, heaters, etc., are allowed. Protect existing circuits from overload and protect existing equipment, especially motors, to be reused. Any damage to equipment or facilities or other effects, as a result of such usage, shall be repaired/replaced immediately to an equal to or better condition by the Contractor at the Contractor’s expense.

2. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.

3. Permanent convenience receptacles may be utilized during construction. If damaged, they shall be replaced by the Contractor prior to Final Completion at no additional cost to the Owner.

B. Lighting
1. Furnish and maintain at Contractor's expense a temporary wiring system providing general lighting throughout the structure to be constructed under this contract. Provide not less than 10 foot candles of light in the stairways, passageways, corridors, and windowless areas to assure safe working conditions.
2. Provide and maintain temporary lighting for construction operations sufficient to perform and inspect work being performed in all other areas during working hours.
3. Provide and maintain 2 foot candles of lighting to exterior staging and storage areas after dark for security purposes.
4. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.
5. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
6. Maintain lighting and provide routine repairs.

C. Heat
1. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations until Substantial Completion is achieved or conditions do not require temporary heat.
2. Maintain minimum ambient temperature of 65 degrees F in occupied spaces and 50 degrees F in unoccupied spaces, and a dust free atmosphere in areas where construction is in progress, unless indicated otherwise in specifications.

D. Ventilation
1. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

E. Telephone Service
1. Provide, maintain and pay for telephone service to field office at time of project mobilization.
2. Provide fax machine in field office on a dedicated line for communication with the A/E, Owner and others as necessary.

F. Water Service
1. Existing Owner water service may be available for construction; verify with Owner. Coordinate tapping locating with Owner.
2. Extend branch piping with outlets located so water is available by hoses with threaded connections. Connections to the Owner’s water supply system shall be protected by an approved backflow prevention device and separate shut-off valve.

G. Sanitary Facilities
1. Provide and maintain required facilities and enclosures at the worksite during construction. Contractor shall place facilities where directed by the Owner and maintain cleanliness. Existing toilet rooms may be used during construction until such time as demolition and ensuing construction requires their removal. Contractor
shall maintain cleanliness of existing toilet rooms until demolished. New toilet rooms SHALL NOT be used by the Contractor.

2. Comply with all applicable requirements for cleaning and/or disposal of waste from temporary sanitary facilities. Do not dispose of waste in either the existing sanitary or storm sewer systems.

1.04 TEMPORARY CONTROLS

A. Barriers

1. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner’s use of the site and to protect existing facilities and adjacent properties from damage from construction operations.

2. Provide warning tape and “Keep Out” signs to prevent unauthorized access to the construction areas.

3. Protect non-owned vehicular traffic, stored materials, site and structures from damage. Security of the construction site materials and equipment is the sole responsibility of the Contractor.

4. Dust-Proof Enclosures: In existing facilities install and maintain dust-proof enclosures to separate the work from occupied areas or equipment sensitive to dust including but not limited to computer and lab equipment. Protect unaltered areas of the existing building from dust and debris for duration of construction. Contractor shall implement provisions to prevent construction dust and smells from entering the building through ductwork. The Contractor shall seal off the ductwork within the work area that penetrates the dust barrier to prevent transmission of dust via the ductwork. Contractor shall also be responsible for dust and/or debris cleanup when enclosure barriers are not used or the enclosure barriers do not seal off remaining building areas. The Contractor shall then proceed to vacuum and wipe down all dust-laden surfaces.

5. Maintain the level of construction noise inside adjacent buildings and/or rooms from exceeding a 60 DB(A) (with windows closed) between the hours of 7 a.m. and 5 p.m. weekdays. Contractor shall meet this criterion by erecting barriers between equipment or job and such interior areas, or by providing equipment noise attenuators or limiting noisy work. Construction activity between 5 p.m. and 7 a.m. shall require Owner approval.

B. Fencing

1. Construction: Contractor's option, chain link or other mesh type fencing capable of providing security.

2. Provide sturdy, neat appearing, 6 foot high fence around construction site and adjacent or nearby material/equipment laydown areas; equip gates with locks.

3. Post fence with "Danger Hard Hat Area" signs at maximum 50 foot centers.

C. Water Control

1. Grade site to drain. Maintain excavations free of water, including control of continuous underground water flow or build-up conditions. Provide, operate, and maintain pumping equipment until positive drainage system(s) as designed is/are installed and operational.
2. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution. If requested, provide a Stormwater Pollution Prevention Plan (SPPP) in a format as developed by the Washington State Department of Ecology. Submit for approval to Owner and make corrections required.

3. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

4. Protect site from puddling or running water including underground water sources by installation of temporary drainage control systems or piping to storm drain system.

D. Exterior Enclosures

1. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks. Examples of Products requirement exterior enclosures include mechanical and/or electrical equipment temporarily stored in unheated areas and concrete placement that may have to be completed during inclement/below freezing weather in order to maintain project construction schedule.

E. Cutting and Welding in Interior Occupied Buildings

1. Cutting and welding performed during the normal daily (Monday through Friday) working hours of 7:00 a.m. to 5:00 p.m. shall be completed with an installed temporary area ventilation system (i.e., isolation barriers, exhaust equipment, temporary ducts, etc.) provided by the Contractor that completely removes all cutting, grinding and welding smoke, fumes and odors from the building interior. Failure of the temporary area ventilation system to remove all cutting, grinding and smoke, fumes and odors to the extent that there are complaints from building occupants shall immediately require the Contractor to cease welding operations during the normal daily working hours. Continued building cutting, grinding and welding operations shall then only be performed during non-building occupied hours [i.e., 5:00 p.m. to 7:00 a.m., Monday through Friday, weekends (Saturday or Sunday), holidays or other periods when the building is not occupied during university operations]. Contractor shall ensure that building interiors are evacuated of existing residual cutting, grinding and welding fumes, smoke and odors prior to building reoccupancy at 7:00 a.m. the following morning.

2. The Owner will respond to Contractor’s written requests regarding building air handling, exhaust ventilation unit, and fire alarm systems operation.

F. Protection of Installed Work
1. Protect installed Work and provide special protection where specified in individual specification Sections.
2. Provide temporary protection for installed Products. Control activity in immediate work area to prevent damage.
3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
4. The Contractor shall provide suitable protection for finished floors, stairs, and other finished surfaces from traffic, dirt, wear, damage, or the movement of heavy objects by protection with suitable materials.
5. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
6. Prohibit traffic from landscaped areas.

G. Security

1. Provide security and facilities other than by the fencing specified in Article 1.11 as required to protect Work, and existing facilities, from unauthorized entry, vandalism, or theft.
2. The Owner will not be responsible for losses resulting from the Contractor’s failure to secure materials, equipment and the work area. Security of construction site materials and equipment is the sole responsibility of the Contractor.
3. **KEYS** - Contractor shall assume full responsibility to comply with the requirements as specified in the **EWU Authorization/Liability for EWU Contractor Keys** and the referenced EWU Key/Access Control Policy. Contractor shall complete the enclosed form prior to key issuance and receipt will be issued upon return of key(s) to EWU Key Shop personnel.

1.05 CONSTRUCTION FACILITIES

A. Parking

1. Campus parking facilities may be utilized upon obtaining a proper permit. Contractor’s construction personnel shall purchase parking permits if they choose to park in Owner’s parking lots provided that space is available. Arrange for temporary parking areas off the project site to accommodate construction personnel.
2. Comply with the Owner’s requirements and restrictions. Refer to Section 00800, Part 5.11, Items 3, 8 and 9, specifically regarding the restriction of parking and vehicular traffic within the drip line of trees and subsequent remedial Work required if condition not adhered.

B. Progress Cleaning

1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition to eliminate concerns related to personnel health and safety issues.
2. Remove all debris and rubbish from pipe chases, plenums, attics, crawl spaces, and
other closed or remote spaces, prior to enclosing the space, request Owner’s representative to inspect all areas prior to enclosing.

3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

4. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids. Provide Owner with copies of all dump receipts with each Application for Payment Request.

5. Provide vehicles to haul materials off site that are constructed and loaded so as to prevent any leaking of materials from the vehicle (RCW 46.61.655). Keep sidewalks, lawns, parking areas and streets clear of all construction materials, debris, gravel, rock and dirt attributed to the Contractor or subcontractors. Clean up sidewalks, lawns, parking areas and streets on a daily and/or "upon request" basis as determined by the Owner.

C. Field Offices and Sheds

1. Office: Provide Weather-tight facility, with lighting, electrical outlets, heating, and ventilating equipment, and equipped with sturdy furniture drawing rack and drawing display table. Field office shall be located where directed by Owner.

2. Provide space for small meetings, with table and chairs to accommodate 6 persons.

3. Provide and maintain other temporary storage sheds, building or trailers as may be required. Subcontractors are to provide their own sheds, buildings or trailers. Locate only in area where directed by Owner and remove when work is completed.

D. Lifting Devices and Hoisting Facilities

1. Provide cranes, hoists, towers, and other lifting devices necessary for the proper and efficient movement of materials.

2. Provide operating personnel for equipment as required.

Delete this section if no tree protection is required

E. Existing Tree and Plant Protection

1. Critical Root Zone: Generally a circular area surrounding a tree, the center of which is the center of the tree trunk and the radius is the distance from the outside of the trunk to any point 12 times the diameter, as measured at 4½ feet from the ground on the low side of the trunk, which point constitutes the circumference of the critical root zone.

2. Zone of Protection: The area of the critical root zone shall be fenced with no construction related activities allowed within this zone of protection. The diameter of the fencing shall not be reduced without written instructions from the Owner. The restricted activities are, but are not limited to, storage, paving, grading, cutting, filling, stockpiling, equipment washdown, travel within, dumping, or spillage of any solid or liquid unless otherwise shown on the Drawings.

3. Open trenches are not to be routed beneath the outside boundary of the tree drip line that is to be preserved unless impossible to avoid; in which case damage may be reduced by careful placement of trenches to avoid and protect large tree roots of by tunneling under rather than cutting roots greater than 1 1/2" in diameter.

4. During and Post-Construction Requirements:
a. The protective fence shall not be disturbed or removed until all exterior construction has been completed.

b. Water shall be applied 2 times a week during growing season until the completion of exterior construction.

c. Removal of interfering branches will be supervised by the Owner.

d. No rototilling or major soil disturbance shall take place within this zone of protection, before, during, or after the construction.

e. If trees are damaged, notify the Owner immediately and promptly repair trees damaged by construction within 24 hours. Treatment of damaged trunks, limbs, and roots will conform to ANSI A300-Part 1-1995 pruning standards.

f. With Owner’s approval, prior to Final Completion, prune trees; all pruning will conform to ANSI A300-Part 1-1995 pruning standards, with the supervision of the Owner, to remove damaged branches and encourage healthy new growth. Owner will review completed pruning, and if unsatisfactory, direct additional work at no additional cost to the Owner.

5. The Contractor shall protect all trees and other plant types on site from damage until project completion. If any tree or other type of plants are destroyed, disfigured, or damaged so that in the Owner's opinion removal is required, Contractor will remove and replace the plant with like plant species and size materials. Provide new trees of 6-inch caliper size and of a species selected by Owner when trees more than 6 inches in caliper size, measured 12 inches above grade, are required to be replaced.

6. At the completion of construction, aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch-diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

7. If at any time the Contractor judges that the protection of a tree designated to be saved is incompatible with work required, or if operations necessarily threaten the health of a tree, immediately notify the Owner’s and do no further work affecting the tree until a written agreement is reached concerning acceptable resolution.

8. Existing irrigation sprinklers and piping are installed in the areas affected by construction. Any components disturbed or affected by the construction shall be replaced and repaired to the original or better condition during construction, by the Contractor at the Contractor’s expense.

F. Landscape Restoration

If landscape areas are affected by construction work, staging and/or parking area(s) protect surface adequately to avoid major damage. Replace damaged areas with sod unless hydroseeding is specifically approved by Owner. The Owner will document the existing condition of the project site prior to the start of construction that will serve as record documents of the existing site conditions. The Contractor shall restore the area to existing or better condition using the following requirements:

1. Remove all construction equipment, building material, debris and remnants of destroyed sod or plantings before commencing landscape restoration.

2. Rough grade the site according to the existing conditions or specified grading plan.
3. Till or handpick (except under trees) soil to a depth of 8 inches. Remove any rocks over 1 inch in diameter, torn roots and debris.
4. Amend soil, if topsoil does not exist or was removed, with organic material to a depth of 12 inches.
5. Fine grade the area according to existing conditions or to exact grading specifications.
6. Seed and sod specifications:
   b. Hydroseed areas only as shown on the Drawings. Hydroseeding composition to be as follows:

   80 lbs/acre Grass Seed:
   a) Grass seed: Approved manufacturer: Lake Shore.
      Product: Dura-Turf. Composition:
      50% Talon Canada Bluegrass
      25% Warwick Hard Fescue
      15% Quatro Sheep Fescue
      10% Southport Chewings Fescue
   b) 2,100 lbs/acre Fiber Mulch
   c) 300 lbs/acre 16-16-16 Fertilizer
   d) 15 gal/acre Polymer Tackifier

   c. Seedbed and sodbed preparation shall consist of incorporation of 4 lbs of 5-25-25 Starter Fertilizer and 50 lbs of Dolomite Lime per 1000 square feet into the top 4” of soil. Fine grade and roll the surface.

   d. Seeding shall be accomplished by broadcasting in opposite directions across the seedbed at a rate of 7 lbs per 1000 square feet. The seed should be incorporated into the top ½” of soil and rolled smooth. A topdressing of mulch should be applied over the seed to ensure moisture retention.

   e. Apply irrigation to the seed on a daily basis to allow for germination. Germinated seed shall be continued to be irrigated on a daily basis for up six (6) weeks based on seasonal weather conditions as directed by the Owner. Any necessary irrigation repairs shall be performed by a qualified irrigation contractor and inspected by Owner.

   f. Sod shall be laid in a staggered pattern so joints do not match. After the sod is laid it must be rolled smooth to ensure good soil contact and eliminate any uneven surfaces. Apply irrigation to the sod on a daily basis to allow for root growth. Sod shall be continued to be irrigated on a daily basis for up six (6) weeks based on seasonal weather conditions as directed by the Owner.

   g. Provide adequate barriers and signs to prevent pedestrians from traversing the newly seeded or sodded areas.

G. Traffic and Pedestrian Obstructions

1. Provide signs and/or flagpersons in accordance with WAC 296-155-305 and RCW 47.36.200 for deliveries or operations which obstruct traffic in surrounding streets.
and parking areas.

2. Contractor's equipment located on sidewalks or other pedestrian ways shall be suitably barricaded for cane detection as a warning for sight impaired persons. Barricade shall include a horizontal member at a maximum of two feet above the walking surface. Pedestrian traffic will be diverted with appropriate signs, barricades, fences, etc., from any area where contractor equipment or operations may pose a threat to the safety and health of passing pedestrians.

H. Removal of Utilities, Facilities and Controls

1. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to final inspection.
2. Clean and repair damage caused by installation or use of temporary work to the existing condition(s) in accordance with the construction schedule.
3. Restore existing facilities used during construction to original condition as established by photographic documentation.
4. Remove all barrier fencing from site. Leave site clean and free from post holes, ties and ground scars and restore to existing condition prior to construction.

I. Protection of Existing Utilities

1. The existing concealed utilities shown on the drawings are not necessarily exact with respect to location or completeness; therefore, Contractor shall take the following steps:

   a. Prior to beginning construction, contact (in writing) all utilities companies and/or public utilities having underground installations – sanitary sewer, telephone, fiberoptic, steam, water fuel oil, natural gas, electrical power, cable television, Energy Management Control System (EMCS), etc., that may be encountered during the excavation. Provide a copy of each notice to the utility company to the Owner.

   b. Notify Owner in writing at least three days in advance, on each occasion, of the intent to work near existing underground utility services or structures or when a new excavation operation is about to begin. Submit procedure for approval to assure safe and continuous operation of the services.

   c. The Contractor shall coordinate any shutdown of campus utilities (power, steam, water, chilled water, etc.) with Owner in strict accordance with Section 00800, Part 10.11.

   d. Proceed with sufficient caution to preclude damaging any utilities known or unknown, (e.g., hand digging or probing). In the event unidentified utilities are encountered, notify Owner immediately.

   e. In the event utilities are damaged during construction, temporary services or repairs must be made immediately at Contractor’s expense, to maintain continuity of service.

   f. Indicate on as-built drawings the elevation and location of any underground utilities encountered during construction.
J. Hazardous Materials Spills

1. Contractor and all subcontractors shall immediately report all spills of hazardous materials to the Owner. The Contractor shall be responsible for spill containment, regulatory reporting, cleanup, decontamination, and waste disposal which meets WAC 173-340 and 173-303.

2. If hazardous materials are released on the construction premises, a record of type of materials spilled, quantity, containment, cleanup, decontamination and disposal mechanisms used, reports made to regulatory agencies, and records of regulatory agency activity, if any, shall be kept by the Contractor and provided to the Owner.

K. Confined Space

1. The tunnels are non-permit confined space. Contractor to provide written confined space entry program within fourteen (14) calendar days of notice to proceed for Owner review. Contractor to follow confined space program and follow WISHA regulations when entering and occupying tunnels.

L. Lock-out, Tag-out Program

1. Contractor shall provide a written program for lock-out, tag-out, and coordinate its program with the Owner’s program. The lock-out, tag-out program shall be submitted (See Section 01330) within fourteen (14) calendar days of notice to proceed for Owner review.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 TEMPORARY WATER SERVICE

A. Water for construction purposes may be furnished by the Owner, upon Contractor request. Costs of temporary piping including removal of piping and restoration of Owner’s utilities, at the completion of the work, shall be paid by the Contractor. Piping of temporary water service shall not exceed the capacity of the Owner’s system. Temporary piping shall include appropriate pressure-reducing stations, back-flow prevention valves and meter at the point of connection. Protect piping and fittings against freezing. If temporary water is to be used for potable purposes, the entire temporary water service including piping, fittings, valves, meter, backflow assembly, hoses or any other devices shall be disinfected and tested by the Contractor in accordance with Section 01740 – Disinfection of Water Distribution Systems.

3.02 TEMPORARY ELECTRICAL POWER
A. Electrical power for construction is available from the Owner’s system for site lighting and small power tools. Contractor cannot use Owner’s electrical power system to operate welding machines. Contractor shall furnish, install and maintain metering, circuit and branch wiring, including removal of facilities and restoration of the Owner’s utilities, at the completion of the work, so that electricity is available for power and lighting throughout the construction by the use of construction-type power cords. Temporary facilities shall be installed and maintained in accordance with the applicable safety regulations and be subject to review by the Owner.

PART 4 ENCLOSURES

EWU Authorization/Liability Form for EWU Contractors Keys
Departmental Authorizing Agent (DAA)
DAA’s are defined as: Deans, Chairs or Administrative heads that are allowed to issue keys throughout their departmental areas.

Persons Authorized to Have Keys:
The purpose of the university access system is to allow access to university facilities for those having a clearly defined need, as determined by the DAA.
The DAA will authorize keys to contractors, vendors and/or service agents who perform duties within their respective areas. These agents will be responsible for the return of the keys to the Access Control Shop as scheduled or to pay the all costs of recombination work necessary to retain building security and function as determined by the Director of Facilities Management.

As DAA, I accept full responsibility for the issuance of these keys in accordance with the EWU Key/Access Control Policy.

DAA Name/Department (print)____________________________________________________

DAA SIGNATURE_______________________________________________ Date__________

Project Name____________________________________________________________

As a key recipient, I accept full responsibility for the keys listed below. I understand that lost, stolen and/or keys that are not turned in on time will result in my financial obligation for all re-keying work including labor and materials for master key system set up and data entry, new cores and pins, pinning cores, stamping and installing new cores, new keys, cutting, stamping and issuing new keys) and any university property losses in accordance with the EWU Key/Access Control Policy.

Key Recipient Name (print) _____________________________________________________________

Key Recipient Signature _________________________________________ Date___________

Company Name _______________________________________________________________

Building _______________ Door_____________ Hook___________ Serial______________

Issue Date____________ Key Level_______ Due Date____________ Value$__________

Building _______________ Door_____________ Hook___________ Serial______________

Issue Date____________ Key Level_______ Due Date____________ Value$__________

END OF SECTION 01500
SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products.
B. Transportation and handling.
C. Storage and protection.
D. Product options.
E. Substitutions.

1.02 RELATED SECTIONS

A. Instructions to Bidders: Product options and substitution procedures.
B. Section 00100 – Instruction to Bidders.
C. Section 00700 – General Conditions.
D. Section 00800 – Supplemental Conditions.

1.03 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
C. Provide interchangeable components of the same manufacturer, for similar components.
D. All new material, machinery, components, equipment, fixtures, and systems forming the Work shall be free of asbestos and lead-based paints.

1.04 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
1.05 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Avoid mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Provide any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named together with supporting explanatory literature or other documentation in accordance with Section 1.07.

C. Products Specified by Naming One or More Manufacturers without a Provision for Substitutions: Provide the product or one of the products as specified. No substitutions will be considered.

1.07 SUBSTITUTIONS

A. Refer to Section 00100, Article 1.04 and Section 00800, Part 5.13 for Product Substitutions.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request constitutes a representation that the Bidder:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the substitution as for the specified product.

3. Will coordinate installation and make changes to other work which may be required for the Work to be complete with no additional cost to
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, or when acceptance will require revision to the Contract Documents.

E. Substitution Submittal Procedure:

1. Submit request for substitution on Owner’s form to A/E for consideration. Limit each request to one proposed substitution.
2. Submit shop drawings, product data, and certified test results to A/E attesting to the proposed product equivalence.
3. The A/E will notify Contractor of decision to accept or reject request via addendum prior to bid. Products not listed in the addendum(s) are not approved and should not be used as a basis for bids.

END OF SECTION 01600
SECTION 01731

CUTTING AND PATCHING

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Section 00700 – General Conditions
B. Section 01330 - Submittals
C. Section 01732 - Selective Demolition
D. Refer to Sections in Divisions 2 through 16 for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.03 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.
B. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Review cutting of any structure with A/E prior to proceeding with work. Verify that the cutting of structure does not affect structural integrity of the building. No cutting will be allowed without proper coordination with the appropriate design consultants.
   2. Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. Submit patch material to design consultant for verification that material is acceptable. If required provide mock up to verify that material will appropriately match existing materials.
3. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Provide temporary support of Work to be cut.

B. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

3.03 PERFORMANCE

A. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

B. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

C. Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Cut or drill from the exposed or finished side into concealed surfaces.

3. Cut through concrete and masonry using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Comply with requirements in applicable Division 2 Sections where cutting and patching requires excavating and backfilling.

5. Where mechanical and electrical services are called out to be removed cut off pipe or conduit in walls or partitions. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

D. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Patch components in a manner that restores enclosure to a weathertight condition.
6. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

3.04 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01731
SECTION 01732

SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected portions of a building or structure.
   2. Demolition and removal of selected site elements.
   3. Repair procedures for selective demolition operations.

1.02 RELATED SECTIONS

1. Section 00700 – General Conditions
2. Section 00800 – Supplemental Conditions
3. Section 00950 – Contractor Certifications Potential Hazards
4. Section 01010 – Summary of Work
5. Section 01330 – Submittals
6. Section 01500 – Temporary Facilities and Controls
7. Section 01731 – Cutting and Patching

1.03 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose off-site in accordance with Section 00700, Part 5.08.D and Section 00800, Part 5.08.D, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver to Owner at a location as directed.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site and legally disposed off-site in accordance with Section 00700, Part 5.08.D. Owner requires copies of all manifests and receipts evidencing proper disposal.

B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and...
deliver promptly to Owner. Historic items, relics and similar objects damaged by the Contractor shall be repaired to the satisfaction of the Owner at the expense of the Contractor.

1.05 SUBMITTALS

A. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged to the A/E and Owner.

B. Landfill Records: Provide copies of all manifests and receipts and evidencing acceptance and proper disposal of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Predemolition Conference: Conduct conference at Project site." Review methods and procedures related to selective demolition including, but not limited to the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Coordinate demolition activities with Owner and operations.

1.07 PROJECT CONDITIONS

A. Owner may occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations. See Section 01010 – Summary of Work

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Owner assumes no responsibility for condition of areas to be selectively demolished.

D. Hazardous Materials: Hazardous materials are present in building to be selectively demolished. A report on the presence of hazardous materials will be provided to the Contractor at the Pre-Construction Meeting. Examine report to become aware of locations where hazardous materials are present.
E. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Owner. Hazardous materials will be removed by Owner.

F. Storage or sale of removed items or materials on-site not permitted.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect against damage during selective demolition operations.

1.08 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.01 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

2. Use materials whose installed performance equals or surpasses that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the A/E.

D. Engage a professional engineer at Contractor’s expense to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

3.02 UTILITY SERVICES
A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

1. Provide at least 7 calendar days notice to Owner if shutdown of service is required for new service connection or service reconnection. Provide at least 10 calendar days notice for a changeover in accordance with Section 00800, Part 10.11. No shutdown or changeover shall be allowed on Friday(s) without prior Owner approval and authorization on a case by case basis.

C. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.03 PREPARATION

A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
3. Protect existing site improvements, appurtenances, and landscaping to remain.
4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed. Contractor shall be responsible for repairing/replacing any damaged item not adequately protected during the Work to the satisfaction of the Owner.

5. Provide non-slip surfaces on temporary walks/ramps.

D. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

E. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

F. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.04 POLLUTION CONTROLS

A. Dust Control: Use water mist, temporary enclosures, ventilation and other suitable methods to limit spread of dust and dirt both inside of building and outside of building and project site areas. Comply with governing environmental-protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began. Prior to the start of the selective demolition Work, the Contractor and Owner shall jointly document the existing site conditions.

3.05 SELECTIVE DEMOLITION
A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically. Provide A/E and Owner with a selective demolition schedule prior to the start of Work indicating Work sequence and priorities. Refer to Section 01330, Article 1.09 and Section 00950 for Hazardous Chemical Inventory requirements.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain. Refer to Section 01731 for other requirements.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting equipment until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting cutting operations. Refer to Section 01500.
5. Maintain adequate ventilation when using cutting torches or other cutting equipment. Refer to Section 01500, Article 1.04E, for other requirements.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.
10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
11. For existing facilities: Comply with requirements for using and protecting stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.

B. Removed and Salvaged Items: Comply with the following:

1. Pack or crate items after cleaning. Identify contents of containers.
2. Store items in a secure area until delivery to Owner.
3. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport to facility directed by Owner.

C. Removed and Reinstalled Items: Comply with the following:

1. Clean and repair items to functional condition adequate for intended reuse
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections,
supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Removed and Demolition of Existing Windows Containing Lead-based Paint:

1. Contractor shall be responsible for the removal of all existing windows containing asbestos and lead-based paint and shall place the removed windows within roll-off containers

2. Contractor personnel assigned to demolition Work shall attend a lead awareness class and provide certificates of attendance prior to proceeding with the window removal Work.

3. Existing windows also have asbestos containing glazing putty which will be removed by the Contractor. Contractor personal assigned to asbestos demolition shall also provide certificates of training for all workers handling asbestos containing materials.

4. Owner shall be responsible for the removal of the containers from the project site and the transfer of the containers to the disposal site.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

F. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

G. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

3.06 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Patching: Comply with Section 01731 - Cutting and Patching.

C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.

D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire patched surface area (e.g., corner-to-corner, edge-to-edge, floor to ceiling, wall-to-wall. Provide additional coats until patch blends with adjacent surfaces.

3.07 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials in accordance with Section 00700, Part 5.08D. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

D. Prevent spillage during hauling operations. In case of spills, clean streets by means of sweepers or other approved methods.

E. Contractor shall collect existing fluorescent lamps and provide to Owner for recycling. Contractor shall provide receipts for all fluorescent lamps recycled to the Owner. Lamp ballasts may contain PCB’s and will be collected by the Contractor for disposal by the Owner.

END OF SECTION 01732
SECTION 01770
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Adjusting.
D. Project record documents.
E. Operation and maintenance data.
F. Warranties.
G. Spare parts and maintenance materials.
H. Training.

1.02 RELATED SECTIONS

A. Section 00700 – General Conditions
B. Section 00800 – Supplemental Conditions
C. Section 01010 – Summary of Work
D. Section 01500 – Temporary Facilities and Controls
E. Division 2 through 17 Sections for specific requirements for Project Record Documents and Operation and Maintenance Data for products in those Sections
F. Division 17 - Building Commissioning

1.03 CLOSEOUT PROCEDURES

A. When construction is sufficiently complete and to the point that the Owner can fully occupy the Work or designated portions thereof for the use for which it is intended, the Contractor shall submit written notification to the A/E that the Work is ready for inspection. The A/E will schedule and perform an inspection, prepare and issue a punch list of defective and/or uncompleted Work and certify, in writing, when Substantial Completion has been achieved. The Contract Time for achieving Final Completion of the Work begins on the day Substantial Completion is achieved.

B. When construction is fully complete including all punchlist items of Work, the Contractor shall submit written notification to the A/E that the Work is ready for Final Inspection. The A/E will then schedule and perform an inspection. Depending upon the results of the inspection, the A/E shall prepare a report identifying any defective and/or uncompleted Work. If additional Work is
required to remedy the defective and/or uncompleted Work, the Contractor shall request a subsequent inspection for the A/E’s review when all Work is completed. When in the opinion of the A/E that the Work is fully complete in accordance with the Contract Documents, the A/E will certify in writing that Final Completion of the Work has been achieved and the date of Final Completion

C. Provide submittals to A/E that are required by specifications, governing or other authorities for A/E’s review, verification of completeness, approval and delivery to Owner.

D. Submit final application for payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

E. Owner may occupy portions of the building as specified in Section 01010.

1.04 FINAL CLEANING

A. Within and adjacent to the work area execute final cleaning prior to final inspection of items below which apply to the project.

B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Wash, wax, and buff resilient flooring per manufacturer's directions.

C. Clean equipment and fixtures to a sanitary condition.

D. Replace filters of operating equipment.

E. Clean debris from roofs and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.05 ADJUSTING

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

1.06 FINAL COMPLETION

The following items must be fully complete to achieve Final Completion:

1. Functional Completion;
2. All punch list Work;
3. Final project record documents including A/E consultant’s Certification of Final Completion, as-built drawings (when specified), operation and maintenance (O & M) Manuals, field test reports, Notification of Potential Hazard form (Section 00950), Certification of Asbestos Free Materials (Section 00950) and applicable regulatory agency approvals such as Occupancy Permit and L & I Electrical Permit Inspection Activity Results;
4. Return of all issued keys;
5. Execution of all Change Orders; and
6. Resolution of known claims and/or disputes.

1.07 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following Project Record documents consisting of the following items; record actual revisions to the Work resulting from actual installations including changes in the Work:

1. Construction Drawings
2. Specifications
3. Addenda.
4. Request for Information (RFI’s) and responses
5. Change Orders
6. Reviewed shop drawings, product data, and samples

B. Store Project Record documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Project Drawings: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark “Red-lined” Contract Record Drawing Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up “Red-lined” Contract Record Drawing Prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Legibly mark each item to record actual construction. Types of items requiring marking include, but are not limited to, the following:

   a. Field changes of dimensions to Drawings and details. Examples of field changes include, but not limited to:

      1) Measured depths of foundations in relation to finish first floor datum.
      2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
      3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

   b. Revisions to details shown on Drawings
   c. Locations and depths of underground utilities
   d. Revisions to routing of piping and conduits
   e. Revisions to electrical circuitry
   f. Actual equipment locations
g. Duct size and routing
h. Locations of concealed internal utilities
i. Changes made by Change Order
j. Details not included on the original Drawings
k. Field records for variable and concealed conditions
l. Record information on the Work that is shown only schematically

3. Mark the Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Drawings.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

5. Mark the other “as-built” additional information that was either shown schematically or omitted from the original Drawings.

6. Note Request for Information (RFI) numbers, Change Order numbers, and similar identification, where applicable.

7. Format: Identify and date each Record Drawing: include the designation: PROJECT DRAWING” in a prominent location.


b. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Drawings. Name each file with the sheet identification. Include identification in each CAD file.

c. Identification: As follows:
   1) Project name.
   2) Date.
   3) Designation “PROJECT RECORD DRAWINGS.”
   4) Name of Owner.
   5) Name of Contractor.

E. Specifications: Legibly mark specification sections and record at each Product section description to indicate the actual Product installation where installation varies from that indicated in Specifications, Addenda and Change Orders including the following:

1. Product substitutions or alternates utilized.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Mark copy with the manufacturer’s proprietary name, product model and number of products, materials, and equipment furnished, including product options selected.
4. Record the name of the manufacturer, supplier, Installer and other information necessary to provide a record of selections made.
5. Note related Change Orders, Record Drawings, and Product Data where applicable.

F. Product Data: Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product
Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer’s written instructions for installation.
3. Note related Change Orders, Record Drawings and Product Data where applicable.

G. Miscellaneous Record Submittals

1. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use reference.

H. Submittal: Submit Project Record documents to the A/E prior to Final Completion including:

1. Drawings: Comply with the following:
   a. Submit one set of marked up “Red-lined” Contract Record Drawing Prints.
   b. A/E will furnish Contractor one set of Contract Drawings on CD electronic and/or 3½ - inch diskettes, formatted for 1.44 MB media. Contractor will update Contract Drawing electronic media and submit one set of electronic media.

2. Specifications: Submit one copy of Project’s Specifications, including addenda and change orders.

3. Record Product Data: Submit one copy of each Product Data submittal.
   a. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

1.07 OPERATION AND MAINTENANCE DATA

A. Submit two final unbound sets prior to final inspection and training to A/E for review, verification of completeness, approval and delivery to Owner. Owner will bind the final manuals.

B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly typed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified.

E. Part 1: Chapter must be prepared for each of the following categories:

1. General Contractor and Sub-Contractors List: Include name of firm,
contact, trade, address, phone number and emergency phone number

2. Schedule of Submittals: Include all items submitted. Individual items should be referenced by submittal number and specification section

3. Warranties/Guaranties: Filed according to CSI format

4. Air and water balance reports

5. Spare parts inventory schedule

F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of responsible Subcontractors and suppliers. Identify the following:

1. Significant design criteria
2. List of equipment
3. Parts list for each component
4. Operating Procedures: The operating procedures must be divided into four subsections: Start-up, Operation, Emergency Operation, and Shutdown containing the following information:

   a. Start-Up: Give complete instructions for energizing the equipment and making initial settings and adjustments whenever applicable. If equipment is fully automatic, a statement to that effect is all that is required. If a specific sequence of steps must be performed, give step-by-step instructions in the proper sequence. If timing (such as warm-up between power-on and adjustment) is important, clearly state the specific minimum time required at the proper point in the procedure. Refer to controls and indicators by panel, make references consistent with the nomenclature used in illustrations and table of controls and indicators. If preliminary settings differ for different modes of operations, give procedures for each mode.

   b. Operation: Give detailed instructions in proper sequence for each mode of operation including control set points. When, for a given action on the part of the operator, alternate equipment responses are possible, give the appropriate operation reaction to each.

   c. Emergency Operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operation (from normal) that the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.

   d. Shutdown: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.

5. Maintenance instructions for equipment and systems: The maintenance volumes must contain a chapter for each item included in Part I. Each chapter must describe the procedures necessary for Owner maintenance personnel to perform the maintenance on the systems and equipment in that chapter. Emphasis must be placed on the method of mechanical control of systems and equipment from a maintenance standpoint. References must be made, as appropriate, to drawings, schematics, and sequences of operation included as part of the construction contract drawings and specifications that show piping and equipment arrangements and items of control. Prints of these drawings must be
reduced to 11 x 17 inch for insertion in the manuals. Drawings must represent the "as-built" condition. The maintenance procedures must be divided into two categories: Preventive Maintenance and Corrective Maintenance.

a. Preventative Maintenance:

1) Provide a schedule for preventive maintenance. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task (cleaning, inspection, and scheduled overhauls).

2) Provide instruction and schedules for all routine maintenance cleaning and inspection, with recommended lubricants.

3) If periodic inspection of equipment is required for operation, cleaning, or other reasons, indicate the items to be inspected and give the inspection criteria.

4) Provide instruction for minor repairs or adjustment required for preventive maintenance routines. Minor repair and adjustment must be limited to repairs and adjustments that may be performed without special tools or test equipment and that require no special training or skills. Identify test points and give values for each.

b. Corrective Maintenance:

1) Corrective maintenance instructions must be predicted upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime. Instructions and data must appear in the normal sequence of corrective maintenance, for example, troubleshooting first, repair and replacement of parts second, and then the parts list.

2) Troubleshooting: This information must describe the general procedure for locating malfunctions and must give, in detail, any specific remedial procedures or techniques. The data shown are intended to isolate only the most common equipment deficiencies. Troubleshooting tables, charts, or diagrams may be used to present specific procedures. A guide to this type must be a three-column chart. The columns must be entitled Malfunction, Probable Cause, and Recommended Action. The information must be alphabetically arranged by component, and each component must, in turn, list deficiencies that may be expected. Each deficiency must contain one or more problems with a recommended correction.

3) Repair and Replacement: Indicate the repair and replacement procedures most likely to be required in the maintenance of the equipment. Information included here must consist of step-by-step instructions for repair and replacement of defective items. Include all information required to accomplish repair or replacement, including information such as torque values. Identify all tools, special equipment, and
materials that may be required. Identify uses for maintenance equipment. The paragraphs must contain headings to identify the topics covered.

4) Safety Precautions: This subsection must comprise a listing of safety precautions and instructions to be followed before, during, and after repairs or adjustments are made or routine maintenance is performed.

6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

7. Spare parts inventory (and extra materials) to Owner at completion of project.

G. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Provide a "Certification of Asbestos Free Material" (Section 00950) stating that the materials used in the new construction are asbestos free.

H. Submit one copy of completed volumes in final form to A/E fourteen (14) calendar days prior to final inspection. This copy will be returned, with the A/E’s comments. Revise content of documents as required prior to final submittal.

I. Submit final volumes revised, within ten (10) ten days after final inspection.

J. Provide Operation and Maintenance Manual data as specified in the individual Divisions 2 through 16 sections.

1.8 WARRANTIES

A. Provide notarized copies.

B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.

C. Submit to the A/E prior to Final Completion.

D. **All work** shall be warranted for a minimum of one year after the date of Substantial Completion or Prior Occupancy whichever comes first.

E. Extended warranties shall be dated for length of time specified in the individual specification sections starting from date of Substantial Completion or Prior Occupancy whichever comes first, and will be rejected if dated otherwise.

F. For items of Work delayed beyond date of Substantial Completion, provide warranty listing date of acceptance by A/E and/or Owner as start of warranty period. Required length of warranty shall not be altered.

G. As applicable for items of Work such as Trench Maintenance for a period of one year after Final Completion and Final Acceptance of the Work, Contractor shall provide a written guarantee agreeing to perform such maintenance and repairs. Final Completion will not be achieved without the aforementioned document.
1.09 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections. Deliver to Owner and obtain receipt prior to Final Completion.

B. All regulatory agencies final approvals; deliver to Owner prior to Final Completion.

C. Return all issued keys to Owner and obtain receipt(s) prior to Final Completion.

1.10 IN-SERVICE TRAINING

A. The Contractor must train Owner maintenance personnel in the operation and maintenance of mechanical and electrical equipment. Coordination must be maintained with systems designers for developing the hours of instruction and scope of material to be covered. Training of Owner personnel must not begin until the Owner has approved the final submittal copy of the Operation and Maintenance Manual.

B. Schedule Submittal: The proposed scope of training and materials and instruction schedule must be submitted for review and approval. Mutually agreeable dates for training must be arranged with the Owner maintenance personnel, but the training must be completed before final acceptance of the facility.

C. Scope of Training: Training must include classroom and/or on-the-job instructions by qualified installation and maintenance personnel having the necessary knowledge, experience, and teaching skills.

D. Time Period of Training: The minimum specific hours of training time required for each category of major equipment and systems must be sufficient to convey all pertinent information and understanding to Owner maintenance personnel.

E. Training must be presented on an 8-hour per day, 5-days per week schedule, unless prior arrangement is made with the Owner's maintenance personnel.

F. When available, in addition to the on site training and video taping, provide two sets of manufacturer’s pre-made maintenance tapes to the Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur;
B. Maintenance of Record Documents and Samples: Stored Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean dry legible condition, protected from deterioration and loss. Provide access to Project Record Documents for A/E’s and Owner’s reference during normal working hours.

END OF SECTION 01770
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes the following:
   1. Wood furring, grounds, nailers, and blocking

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 8 Section "Aluminum Windows.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Wood-Preservative-Treated Materials:
      b. Chemical Specialties, Inc.
      c. Continental Wood Preservers, Inc.
      d. Hickson Corp.
      e. Hoover Treated Wood Products, Inc.
      f. Osmose Wood Preserving, Inc.

2.02 LUMBER, GENERAL

A. Lumber Standards:
2. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.

3. Dressed sizes of green lumber are larger than dry lumber under DOC PS 20. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

4. Provide dressed lumber, S4S, unless otherwise indicated.

5. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

6. Provide lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.03 WOOD-PRESERVATIVE-TREATED MATERIALS

A. General: Where lumber is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWPA C2. Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.

B. Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. After treatment, kiln-dry lumber to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing members less than 18 inches above grade.
4. Wood floor plates installed over concrete slabs directly in contact with earth.

2.04 DIMENSION LUMBER

A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.

B. Non-Load-Bearing Partitions: Where indicated, provide framing of the following grade and species:

1. Grade: Standard, Stud, or No. 3.
2. Species: Hem-fir; WCLIB or WWPA.

C. Framing Other than Non-Load-Bearing Partitions: Where indicated, provide framing of the following grade and species:

1. Grade: No. 2.
2. Species: Hem-fir; WCLIB or WWPA.
3.
2.05 MISCELLANEOUS LUMBER

A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.

B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.

C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.

D. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC’s NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

2.06 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.

B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.

C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.

D. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber.

E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

F. Use hot-dip galvanized nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for screeding or attaching other work. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Plastic-laminate faced cabinets.

B. Related Sections include the following:

1. Division 6 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.

1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items, unless concealed within other construction before woodwork installation.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated, including cabinet hardware and accessories.

B. Product Data: For high-pressure decorative laminate, cabinet hardware and accessories, and finishing materials and processes.

C. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details half size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for plumbing fixtures, and other items installed in architectural woodwork.
D. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of material indicated.

1. Plastic laminates.
2. Thermoset decorative overlays.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Environmental Limitations: Do not deliver or install woodwork until building will maintain temperature between 60 and 80 deg F and relative humidity between 25 and 55 percent during the remainder of the construction period.

C. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed and indicate measurements on Shop Drawings.

2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.7 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.
PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide materials that comply with requirements of the AWI quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

B. Wood Products: Comply with the following:

4. Softwood Plywood: DOC PS 1, Medium Density Overlay.

C. Thermoset Decorative Overlay: Particleboard or Fiberboard complying with ANSI A208.1, Grade M-2, or medium-density fiberboard complying with ANSI A208.2, Grade MD, with surface of thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.

D. Available Manufacturers: Subject to final selection by the owner, manufacturers of high-pressure decorative laminates that may be incorporated into the Work include, but are not limited to, the following:
   a. Formica Corporation.
   b. Laminart.
   c. Wilsonart International; Div. of Premark International, Inc.

E. Adhesive for Bonding Plastic Laminate: contact cement.

2.2 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets.

B. Hardware Standard: Comply with BHMA A156.9 for items indicated by referencing BHMA numbers or items referenced to this standard.

C. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening, self-closing, capable of door panel detachment with removal of base cabinet hinge.

D. Back-Mounted Pulls: BHMA A156.9, 4-inch wire-type.

E. Adjustable Shelf Standards and Supports: KV85 series

F. Drawer Slides: Side-mounted, full-extension, zinc-plated steel drawer slides with steel ball bearings, BHMA A156.9, B05091, and rated for 75 pounds.
G. Door Locks: BHMA A156.11, E07121

H. Grommets for cable passage through countertops: 2” OD, black, molded plastic grommets and matching plastic caps with slot for wire passage.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.3 INSTALLATION MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

2.4 FABRICATION, GENERAL

A. Interior Woodwork Grade: Provide Premium grade interior woodwork complying with the referenced quality standard.

B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.

C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:


D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible, before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check
measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.

2. Laminate Cladding for Exposed Surfaces: High pressure decorative laminate complying with the following requirements:
   a. Horizontal surfaces other than tops: HGL
   b. Postformed surfaces: HGP
   c. Vertical surfaces: HGS
   d. Edges: 3mm PVC

3. Core material: Medium density fiberboard. Provide fiberboard made with exterior glue at sinks.

4. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.

E. Shop cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

1. Seal edges of openings in countertops with a coat of varnish.

2.5 PLASTIC-LAMINATE CABINETS

A. Quality Standard: Comply with AWI Section 400 requirements for laminate cabinets.

B. Grade: Premium

C. AWI Type of Cabinet Construction: Flush overlay

D. Reveal Dimension: 3/4 inch

E. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:

1. Horizontal Surfaces Other Than Tops: HGL
2. Vertical Surfaces: HGS
3. Edges: 3mm PVC

F. Materials for Semiexposed Surfaces: Provide surface materials indicated below:

1. Surfaces: Thermoset decorative overlay
PART 3 - EXECUTION

3.1  PREPARATION

A.  Condition woodwork to average prevailing humidity conditions in installation areas before installation.

B.  Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2  INSTALLATION

A.  Quality Standard:  Install woodwork to comply with AWI Section 1700 for the same grade specified in Part 2 of this Section for type of woodwork involved.

B.  Install woodwork level, plumb, true, and straight.  Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.

C.  Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces and repair damaged finish at cuts.

D.  Anchor woodwork to anchors or blocking built in or directly attached to substrates.  Secure with countersunk, concealed fasteners and blind nailing as required for complete installation.  Use fine finishing nails for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.

E.  Cabinets:  Install without distortion so doors and drawers fit openings properly and are accurately aligned.  Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.  Complete installation of hardware and accessory items as indicated.

1.  Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
2.  Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches o.c. with No. 10 wafer-head screws sized for 1-inch penetration into wood framing, blocking, or hanging strips.

F.  Countertops:  Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1.  Install countertops with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
2.  Secure backsplashes to walls with adhesive.
3.  Caulk space between backsplash and wall with clear Silicone sealant.

G.  Complete the finishing work specified in this Section to extent not completed at shop or before installation of woodwork.  Fill nail holes with matching filler where exposed.  Apply specified
finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats were applied in shop.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

END OF SECTION 06402
SECTION 07920

JOINT SEALANTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Contract Drawings and General Provisions of the contract including General and Supplementary Conditions and Division 1 Specifications Sections apply to this section.

1.02 SUMMARY

A. This Section includes sealants for the following applications, including those specified by reference to this Section.

B. This Section includes sealants for the following applications:

1. Exterior joints in the following vertical surfaces, traffic and nontraffic horizontal surfaces:
   a. Perimeter joints between materials and frames of doors and windows.
   b. Other joints as indicated.

2. Interior joints in the following vertical surfaces, traffic and nontraffic horizontal surfaces:
   a. Perimeter joints between interior wall surfaces and frames of interior doors.
   b. Other joints as indicated.

3. Sealant Joint Accessories:
   a. Joint backing.
   b. Precompressed foam sealers.
   c. Hollow gaskets.

1.03 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.04 REFERENCES


1.05 SUBMITTALS

A. Section 01330 – Submittals: Submittals procedure.

B. Product Data: For each joint-sealant project indicated.

C. Material Safety Data Sheets (MSDS) for each product used for the project.

D. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations and color availability.

E. Manufacturer’s Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention.

F. Warranties: Special warranties as specified in this Section that include coverage for installed sealants and accessories which fail to achieve watertight seal, exhibit loss of adhesion or cohesion and sealants which do not cure.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with a minimum three years experience.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer’s written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants or other causes.

1.08 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside the limits permitted by the joint sealant manufacturer.
2. When joint substrates are wet.

B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by the joint sealant manufacturer for the applications indicated.

C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.09 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive the Owner of the other rights the Owner may have under the other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the contractor under the requirements of the Contract Documents. Include coverage for installed sealants and accessories which fail to achieve an airtight seal, watertight seal and exhibit a loss of adhesion or cohesion or do not cure.

B. Correct defective work within a three-year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 PRODUCTS AND MANUFACTURERS

A. Available Products: Subject to compliance with the requirements herein, products that may be incorporated into the Work shall be limited to the Products specified herein:

B. General Sealant Requirements
1. Acrylic Emulsion Latex: ASTM C834, single component; paintable; color as selected.
2. Urethane Sealant: FS TT-S-00230, Type II, non-sag and Type I – self-leveling, Class A; color as selected.
3. Silicone Sealant: FS TT-S-01543, Class A, low modulus type; color as selected.
4. Butyl Rubber Sealant: FS TT-S-001657, Type I one-part type; gray color.

C. Acceptable Manufacturers:
1. One-Part Nonacid-Curing Silicone Sealant:
   b. Dow Corning Corp. Product “Dow Corning 790”.
   d. Pecora Corp. Product “864”.
   e. Rhone-Poulenc, Inc. Product “Rhodorsil 5C”.
   f. Tremco, Inc. Product “Spectrum 1”.
   g. Tremco, Inc. Product “Spectrum 2”.

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2. One-Part Acid-Curing Silicone Sealant:
   b. Dow Corning Corp. Product “Dow Corning 999A”.
   c. General Electric Co. Product “SCS 1000”.
   d. General Electric Co. Product “Construction 1200”.
   e. Pecora Corp. Product “863”.
   f. Rhone-Poulenc, Inc. Product “Rhodorsil 3B”.
   g. Rhone-Poulenc, Inc. Product “Rhodorsil 90”.
   h. Sonneborn Building Products, Div., Rexnord Chemical Products, Inc. Product “OmniPlus”.
   g. Tremco, Inc. Product “Proglaze”.

3. One-Part Mildew-Resistant Silicone Sealant:
   a. Dow Corning Corp. Product “Dow Corning 786”.
   b. General Electric Co. Product “SCS 1702 Sanitary”.
   c. Pecora Corp. Product “863 #345 White”.
   d. Rhone-Poulenc, Inc. Product “Rhodorsil 6B White”.
   e. Tremco, Inc. Product “Proglaze White”.

4. One-Part Nonsag Urethane Sealant – Type II:
   i. Pecora Corp. Product “Dynatrol I”.
   j. Products Research & Chemical Corp. Product “Permapol RC-1”.
   k. Sika Corp. Product “Sikaflex-1a”.
   l. Sika Corp. Product “Sikaflex-15LM”
   m. Sonneborn Building Products, Div., Rexnord Chemical Products, Inc. Product “Sonolastic NP 1”.
   g. Tremco, Inc. Product “Dymonic”.

5. One-Part Pourable Urethane Sealant – Type I:
   c. Pecora Corp. Product “NR-201 Urexpan”.
   d. Sonneborn Building Products, Div., Rexnord Chemical Products, Inc. Product “Sonolastic SL-1”.

6. Butyl Sealant:
   b. Pecora Corp. Product “BC-158”.
   c. Protective Treatments, Inc. Product “PTI 757”.
   d. Tremco, Inc. Product “Tremco Butyl Sealant”.

7. Pigmented Small Joint Sealant:
   a. Protective Treatments, Inc. Product “PTI 200”.
   b. Tremco, Inc. Product “Tremco Seam Sealer”.

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8. Acrylic-Latex Sealant:
   b. Pecora Corp. Product “AC-20”.
   c. Sonneborn Building Products, Div., Rexnord Chemical Products, Inc. Product “Sonolac”.
   d. Tremco, Inc. Product “Tremco Acrylic Latex 834”.

9. Acoustical Sealants for Concealed Joints:
   a. Pecora Corp. Product “BA-98”.


E. Fire Safing Sealant: See Specification Section 07841.

F. Materials, General

1. Compatibility: Provide joint sealants, backings and other related materials that are compatible with one another and with joint substrates under the conditions of service and application as demonstrated by the sealant manufacturer based on testing and field experience.

2. Colors of Exposed Joint Sealants: As selected by the A/E from the Manufacturer’s full range.

G. Elastomeric Joint Sealants

1. Elastomeric Sealant Standard: Comply with ASTM C920 and other requirements indicated for each liquid-applied chemically curing sealant, including those referencing the ASTM C920 classification for type, grade, class and uses.

H. Joint-Sealant Backing.

1. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by the sealant manufacturer based on field experience and laboratory testing.

2. Cylindrical Sealant Backings: ASTM C1330 of the type indicated below and of the size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
   a. Type C: Closed-cell material with a surface skin.
   b. Type O: Open-cell material.
   c. Type B: Bi-cellular material with a surface skin.

3. Joint Backing: Round foam rod compatible with sealant; ASTM D1565, open cell PVC; oversized 30 to 50 percent larger than joint width.

4. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM or silicone tubing complying with ASTM D1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26°F (minus 32°C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth and otherwise contribute to optimum sealant performance.

07920-5 JOINT SEALANTS
5. **Bond-Breaker Tape**: Pressure-sensitive polyethylene tape or other plastic tape recommended by sealant manufacturer to suit application for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

### 2.02 MISCELLANEOUS ACCESSORY MATERIALS

A. **Primer**: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests. Non-staining type, recommended by sealant manufacturer to suit application.

B. **Joint Cleaner**: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. **Cleaners for Nonporous Surfaces**: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.

D. **Masking Tape**: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint-sealant performance.

B. Verify substrate surfaces and joint openings are ready to receive Work.

C. Verify joint backing and release tapes are compatible with sealant.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.02 PREPARATION

A. **Surface Cleaning of Joints**: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer’s written instructions and the following requirements:

1. Remove all loose materials foreign matter from joint substrates that could impair adhesion of joint sealant including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt and frost. Perform preparation in accordance with ASTM
C1193. Protect elements surrounding the Work of this section from damage or disfiguration.

2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove the loose particles remaining from the above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
   a. Masonry.
   b. Concrete.
   c. Gypsum Board.

3. Clean non-porous surfaces with chemical cleaners or other means that do not stain, harm substrates or leave residues capable of interfering with adhesion of joint sealants.
   a. Metal.
   b. Glass

B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer’s written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer’s written instructions for products and applications indicated, unless more stringent requirements apply. Provide exhaust ventilation during interior sealant application set-up time.

B. Sealant Installation Standard: Perform installation and comply with the recommendations of ASTM C1193 for use of joint sealants as applicable to materials applications and conditions indicated.

C. Perform acoustical sealant application work in accordance with ASTM C919.

D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension and surface bond area as recommended by the manufacturer.

E. Install bond breaker where joint backing is not used.
F. Install sealant backings of type indicated to support sealants during application and at the position to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between the ends of sealant backings.
2. Do not stretch, twist, puncture or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

G. Install sealants by proven techniques to comply with the following and at the same time backings are installed.

1. Install sealant free of air pockets, foreign embedded matter, ridges and sags.
2. Apply sealant within the recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
3. Place sealants so they directly contact and fully wet joint substrates.
4. Completely fill recesses provided for each joint configuration.
5. Tool joints concave. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

H. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends and intersections; install with face 1/8 to ¼ inch below the adjoining surface.

I. Compression Gaskets: Avoid joints except at ends, corners and intersections; seal all joints with adhesive; install with face 1/8 to ¼ inch below the adjoining surface.

3.04 CLEANING

A. Section 01700 – Contract Closeout: Final cleaning.

B. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by the manufacturers of joint sealants and of products in which joints occur.

C. Clean adjacent soiled surfaces.

3.05 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01700 – Contract Closeout: Protecting installed construction.

B. Protect joint sealants during and after curing period from contact with contaminating substances, and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that installations with repaired areas are indistinguishable from the original Work.

C. Protect sealants until cured.
A. Without limitation and unless otherwise recommended by the sealant manufacturer, install as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
<th>Type</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Curtain Wall / Masonry</td>
<td>Urethane</td>
<td>Match Mortar</td>
</tr>
<tr>
<td>2.</td>
<td>Curtain Wall / Precast Conc</td>
<td>Urethane</td>
<td>Match Precast</td>
</tr>
<tr>
<td>3.</td>
<td>Curtain Wall / Metal Panel</td>
<td>Urethane</td>
<td>Match Mortar</td>
</tr>
<tr>
<td>4.</td>
<td>Curtain Wall / Gyp Board</td>
<td>Latex</td>
<td>White, Paintable</td>
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<td>5.</td>
<td>Masonry / Metal Panel</td>
<td>Urethane</td>
<td>Match Mortar</td>
</tr>
<tr>
<td>6.</td>
<td>Metal Panel / Precast Conc</td>
<td>Urethane</td>
<td>Match Precast</td>
</tr>
<tr>
<td>7.</td>
<td>Metal Panel / Metal Panel</td>
<td>Silicone</td>
<td>Match Panel</td>
</tr>
<tr>
<td>8.</td>
<td>Masonry Expansion Joints</td>
<td>Urethane</td>
<td>Match Mortar</td>
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<td>9.</td>
<td>Concrete Flatwork</td>
<td>Pourable Urethane</td>
<td>Gray</td>
</tr>
<tr>
<td>10.</td>
<td>General Purpose Exterior</td>
<td>Silicone</td>
<td>Gray</td>
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<tr>
<td>11.</td>
<td>Plumbing Fixtures / Wall and Floor</td>
<td>Silicone</td>
<td>White</td>
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<td>12.</td>
<td>Ceramic Tile</td>
<td>Silicone</td>
<td>Match Tile</td>
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<td>13.</td>
<td>Thresholds</td>
<td>Butyl Mastic</td>
<td>Gray</td>
</tr>
<tr>
<td>14.</td>
<td>Sheet Metal Flashing</td>
<td>Butyl Mastic</td>
<td>Gray</td>
</tr>
</tbody>
</table>

END OF SECTION 07920
PART 1 – GENERAL

1.01 SUMMARY

A. The Conditions of the Contract, and all Sections of Division 1, are hereby made part of this Section.

B. This Section includes all exterior aluminum windows furnished and installed as shown on drawings, specified in this section shall meet the air, water and structural provisions designated in AAMA 101 for:
   1. Horizontal Rolling - Architectural – AW60 Grade.
   2. Projected and Casement - Architectural – AW70 Grade.
   3. All labor, materials, tools, equipment and services needed to furnish and install windows.
   4. Components furnished with installed windows.

C. Related Section: Division 8 Section “Glazing” contains requirements that relate to this Section.

1.02 GENERAL PROVISION:

A. The Conditions of the Contract, and all Sections of Division 1, are hereby made part of this Section.

B. Coordinate work with that of all construction contractors affecting work by this contract.

C. Pre-bid Qualifications:
   1. The prospective bidder must include in his pre-qualification package, copies of independent test data that certify the window meets Horizontal Rolling - Architectural – AW60 Grade & Projected and Casement - Architectural – AW70 Grade.

1.03 DESCRIPTION:

A. Work Included: Provide labor, materials and equipment necessary to complete the work of the replacement window contract, including:
   1. Removal of existing steel frames as required.
   2. Removal from site and disposal of all removed materials, debris, packaging and all other materials.
   3. Provide new factory glazed, thermally broken aluminum windows, types as specified, together with all necessary trim and accessories for a complete installation.
   4. Provide all necessary blocking, flashing and sealant as required for a complete installation.
   5. Seal entire window perimeter after installation.
   6. Furnish and deliver extra materials as specified.
B. Design Requirements:

1. The design wind pressure for the project will be:
   a. 25 psf positive and negative.
   b. The Design speed is 70 mph.
   c. UBC Exposure C.

C. Performance and Testing: Perform all tests, unless otherwise noted, on the minimum test size specified in AAMA 101 for AW Grade.

D. Specific Performance Requirements: Windows shall conform to AAMA Standards.

**Horizontal Rolling - Architectural – AW60 Grade**

1. Windows shall meet or exceed the following performance criteria, as well as those indicated in AAMA/WDMA/CSA 101/I.S.2/A440 for Architectural AW Performance Class windows, Performance Grade 60 (AW60).
   a. Test units shall not be smaller in either width or height than the “Gateway Test Size” specified in AAMA/WDMA/CSA 101/I.S.2/A440 for AW Performance Class.
   b. “Downsize” testing to meet Optional Performance Class requirements specified herein shall not be permitted.

2. Air Test Performance Requirements:
   a. Air infiltration maximum 0.30 cfm per foot of crack length at operable units and 0.06 cfm/sq ft for fixed units at 6.24 psf pressure differential when tested in accord with ASTM E 283.

3. Water Test Performance Requirements:
   a. No uncontrolled water leakage at 12.00 psf pressure differential with water application rate of 5-gallons/hr/sq ft when tested in accord with ASTM E 331 ASTME547
   b. Complete successful Category 5 pulsed pressure differential testing at 9 psf to 27 psf, with water application rate of 5 gallons/hr/sq ft when tested in accord with ASTM 2268 and AAMA 520.

4. The use of a sill starter on test units will not be acceptable to demonstrate compliance

5. Structural Test Performance Requirements:
   a. Uniform Load Deflection Test: No deflection of any unsupported span of test unit (meeting rails, muntins, frames, mullions, etc.) in excess of L/175 at both a positive and negative load of 60 psf (design test pressure) when tested in accord with ASTM E330.
   b. Uniform Load Structural Test: Unit to be tested at 1.5 x design test pressure, both positive and negative, acting normal to plane of wall in accord with ASTM E 330.
      i. No glass breakage, permanent damage to fasteners, hardware parts, damage to make window inoperable or permanent deformation of any main frame or ventilator member in excess of 0.2% of its span.
Projected and Casement - Architectural – AW70 Grade

1. Windows shall meet or exceed the following performance criteria, as well as those indicated in AAMA/WDMA/CSA 101/1.S.2/A440 for Architectural AW Performance Class windows, Performance Grade 70 (AW70).
   a. Test units shall not be smaller in either width or height than the “Gateway Test Size” specified in AAMA/WDMA/CSA 101/1.S.2/A440 for AW Performance Class.
   b. “Downsize” testing to meet Optional Performance Class requirements specified herein shall not be permitted.

2. Air Test Performance Requirements:
   a. Air infiltration maximum 0.30 cfm per foot of crack length at operable units and 0.06 cfm/sq ft for fixed units at 6.24 psf pressure differential when tested in accord with ASTM E 283.

3. Water Test Performance Requirements:
   a. No uncontrolled water leakage at 12.00 psf pressure differential with water application rate of 5-gallons/hr/sq ft when tested in accord with ASTM E 331 ASTME547
   b. Complete successful Category 10 pulsed pressure differential testing at 14 psf to 42 psf, with water application rate of 5 gallons/hr/sq ft when tested in accord with ASTM 2268 and AAMA 520.

4. The use of a sill starter on test units will not be acceptable to demonstrate compliance

5. Structural Test Performance Requirements:
   a. Uniform Load Deflection Test: No deflection of any unsupported span of test unit (meeting rails, muntins, frames, mullions, etc.) in excess of L/175 at both a positive and negative load of 70 psf (design test pressure) when tested in accord with ASTM E330.
   b. Uniform Load Structural Test: Unit to be tested at 1.5 x design test pressure, both positive and negative, acting normal to plane of wall in accord with ASTM E 330.
      i. No glass breakage, permanent damage to fasteners, hardware parts, damage to make window inoperable or permanent deformation of any main frame or ventilator member in excess of 0.2% of its span.

E. Condensation Resistance and Thermal Transmittance Performance Requirements:
   1. U-Value Requirements: Meet or exceed specified manufacturer list in 2.01, A, 1, a & b
   2. CRF Class Requirements: Meet or exceed specified manufacturer list in 2.01, A, 1, a & b

F. Life Cycle Testing
   1. When tested in accordance with AAMA 910, there is to be no damage to fasteners, hardware parts, support arms, activating mechanisms or any other damage, which would cause the window to be inoperative at the conclusion of testing. Air infiltration and water resistance tests shall not exceed the primary performance requirements specified.

1.04 SUBMITTALS
A. General Requirements: Provide submittals in compliance to the following.

B. Shop Drawings: Submit shop drawings including elevations, sections and installation details.
C. Samples:
   1. Components: Submit samples of anchors, fasteners, hardware, assembled
corner sections and other materials and components as requested by
Architect.
   2. Finish: Submit color samples for Architect's approval as requested.

D. Quality Assurance:
   1. Certified independent laboratory test reports verifying compliance with
all test requirements of 1.02.
   2. Structural calculations, prepared by a Registered Structural Engineer,
indicating adequacy of all materials furnished under this Section, to meet
the uniform and structural load requirements as specified in Article
1.02.A.

1.05 DELIVERY, STORAGE AND HANDLING

A. Packing, Shipping, Handling and Unloading:
   1. Materials will be packed, loaded, shipped, unloaded, stored and protected
in accordance with AAMA CW-10.

1.06 WARRANTY

A. Aluminum Window Glass and Glazing Warranty:
   1. Windows: Submit a written warranty, executed by the window
manufacturers that guarantees materials and workmanship for ten (10)
years. The warranty shall include window extrusions, weather-stripping,
trim finish and all hardware supplied by the window manufacturer. The
window manufacturer’s warranty will cover repair or replacement of all
defective parts for the entire warranty term.
   2. Finish: The finishes on the windows and component parts shall be
executed by the window manufacturer and guarantees materials for ten
(10) years against chipping, peeling, cracking or blistering.
   3. Insulated Glass: Submit a written warranty, executed by the window
manufacturer that guarantees insulated glass, purchased and factory
 glazed by the window manufacturer, against failure of hermetic seal for
Ten (10) years. The window manufacturer’s warranty will guarantee to
provide insulated glass to replace failed units for the entire warranty
term.

PART 2 PRODUCTS

2.01 GENERAL

A. Manufacturer:
   1. Drawings and specification are based on:
      a. Wausau Window ~ 410I-HS Series Horizontal Rolling Window.
      b. Wausau Window ~ 4250 Fixed, Projected & casement Window

B. Substitutions:
   1. Other manufacturer's products that meet or exceed specified design
requirements may be considered. Submit the following information with
request for substitutions at least 5 working days prior to bid date:
a. Pre-qualification and test reports specified in 1.2

GENERAL PROVISIONS

b. Full proposal details and samples specified in 1.2
c. Copy of manufacturer’s warranty specified in 1.6.A.
d. Local window sample installation. Location within 10 miles of Spokane WA.

2. Substitute products not pre-approved by the Architect via Addenda will not be considered.

2.02 MATERIALS

A. Aluminum Members - Horizontal Rolling - Architectural – AW60 Grade:
   1. Extruded aluminum billet, 6063-T5 or T6 alloy for primary components; 6063-T5 or T6, 6005-T5, 6105-T5 or 6061-T6 for structural components; all meeting the requirements of ASTM B221.
   2. Aluminum sheet alloy 5005-H32 (for anodic finishing), or alloy 3003-H14 (for painted or unfinished sheet) meeting the requirements of ASTM B209.
   3. Principal window frame members will be a minimum 0.060" in thickness except at frame sills, which will be 0.080" minimum thickness.
   4. Extruded or formed trim components will be a minimum 0.060" in thickness.
   5. Frame depth 3 ½ " minimum.
   6. Rigid five-member frame construction is required.
   7. “Fixed sash” double slide designs will not be acceptable.
   8. Sills shall be sloped. Sill must allow for drainage to the exterior and function under both negative and positive pressure.
   9. Sash must be tubular, and removable to the interior for cleaning or maintenance.
   10. Frames to be designed for self-mulling (stacking), as well as incorporation of integral single-frame transom and spandrel lites.
   11. Screen frame must not protrude from exterior of window frame.

B. Aluminum Members - Horizontal Rolling - Architectural – AW60 Grade:
   1. Extruded aluminum billet, 6063-T5 or T6 alloy for primary components; 6063-T5 or T6, 6005-T5, 6105-T5 or 6061-T6 for structural components; all meeting the requirements of ASTM B221.
   2. Aluminum sheet alloy 5005-H32 (for anodic finishing), or alloy 3003-H14 (for painted or unfinished sheet) meeting the requirements of ASTM B209.
   3. Principal window frame and sash ventilator members will be a minimum 0.125" in thickness at glazing legs, hardware mounting webs and section flanges.
   4. Extruded or formed trim components will be a minimum 0.060" in thickness.
   5. Perimeter frame depth 4 ½ " minimum.
   6. Sash ventilator sections must be tubular, and close flush with adjoining frame surfaces at interior and exterior.
      a. Overlap sash ventilators will not be accepted.

2.03 COMPONENTS

A. Hardware
   1. All steel components including attachment fasteners to be 300 Series stainless steel except as noted.
   2. Extruded aluminum components 6063-T5 or -T6.
   3. Locking handles, bases and strikes to be die cast, white bronze or stainless steel.
4. Thermo-plastic or thermo-set plastic caps, housings and other components to be injection-molded nylon, extruded PVC, or other suitable compound.
5. Hardware to be occupant-operated and include: (Select from appropriate options listed in the WAUSAU Hardware Selection Guide: stainless steel four-bar hinges, locking cam handles, concealed limited opening devices.)

B. Sealants
   1. All sealants shall comply with applicable provisions of AAMA 800 and/or Federal Specifications FS-TT-001 and 002 Series.
   2. Frame joinery sealants shall be suitable for application specified and as tested and approved by window manufacturer.

C. Glass
   1. Provide in accordance with Section 08 8 00.
   2. Sealed insulated glass shall be tested and certified in accord with ASTM E2190.

D. Glazing
   1. Provide in general accordance with Section 08 80 00.
   2. Glazing method shall be in general accordance with the GANA Glazing Manual for specified glass type, or as approved by the glass fabricator.

E. Glazing Materials
   1. Setting Blocks/Edge Blocking: Provide in sizes and locations recommended by GANA Glazing Manual. Setting blocks used in conjunction with soft-coat low-e glass shall be silicone.
   2. Back-bedding tapes, expanded cellular glazing tapes, toe beads, heel beads and cap beads shall meet the requirements of applicable specifications cited in AAMA 800.
   3. Glazing gaskets shall be non-shrinking, weather-resistant, and compatible with all materials in contact.
   4. Structural silicone sealant where used shall meet the requirements of ASTM C1184.
   5. Spacer tape in continuous contact with structural silicone shall be tested for compatibility and approved by the sealant manufacturer for the intended application.
   6. Gaskets in continuous contact with structural silicone shall be extruded silicone or compatible material.

F. Steel Components
   1. Provide steel reinforcements as necessary to meet the performance requirements of 1.03.
   2. Concealed steel anchors and reinforcing shall be factory painted after fabrication with TGIC powder coating, or rust-inhibitive primer complying with Federal Specification TT-P-645B.

G. Muntins:
   1. Provide muntin grids as shown on architectural drawings.
   2. Finish to match window frames.

   3. Panning:
4. Provide extruded aluminum panning to receive replacement windows as shown on architectural drawings.
5. Panning shall be pre-assembled and all joinery back sealed prior to installation.
6. Finish to match window frames.

H. Receptors:
   1. Provide extruded aluminum receptors to receive windows, as shown on architectural drawings.
   2. Finish to match window frames.

I. Insect Screens:
   1. Tubular extruded aluminum frames shall meet the requirements of ANSI/SMA 1004.
   2. Screen frame finish to match window frames.
   3. Aluminum cloth shall comply with GSA-FS-RR-W-365 and USDC-CS-138 with 18 x 16 mesh.
   4. Cloth mesh color shall be charcoal mesh

2.04 FABRICATION

A. General:
   1. Finish, fabricate and shop assemble frame and sash ventilator members into complete windows under the responsibility of one manufacturer.
   2. No bolts, screws or fastenings shall impair independent frame movement, or bridge the thermal barrier, unless such bridging was also present in thermal test units and thermal models.
   3. Fabricate to allow for thermal movement of materials when subjected to a temperature differential from -30 °F to +180 °F.

B. Frames:
   1. Cope and mechanically fasten each corner, or miter and weld each corner; then seal weather tight.
   2. Make provisions for continuity of frame joinery seals at extrusion webs.

C. Main Sash Ventilator
   1. Miter all corners and mechanically stake over a solid extruded aluminum corner block, set and sealed in epoxy, leaving hairline joinery, then sealed weather tight.
   2. Make provisions for continuity of sash ventilator joinery seals at extrusion webs.

D. Glass Drainage: (field glazed units only)
   1. Provision shall be made to insure that water will not accumulate and remain in contact with the perimeter area of sealed insulated glass.

E. Hardware: Horizontal Rolling - Architectural – AW60 Grade:
   1. Rollers:
      a. Provide a minimum of two 3/4" diameter recessed ball-bearing rollers with Delrin™ tires on each operable sash.
      b. Roller edges shall be concave to ride on raised extruded sill tracks integral with frame assemblies.
c. Non-conductive roller housings must be replaceable without the use of special tools.
d. Ship units with roller tires protected from travel damage by the use of shipping blocks or other protection.

2. Locks:
   a. Automatic spring-loaded jamb locks shall secure sash in closed position. Provide optional sweep latches on end-slide or center-slide configurations.
   b. Finish to be flat black.

3. Pull Handles:
   a. Provide a continuous extruded pull handle on inner sash.

4. Hardware Options:
   a. Die cast zinc sweep lock; one per meeting rail, with stainless steel or die cast strikes.

F. Hardware - Projected and Casement - Architectural – AW70 Grade:
1. Concealed Hinges
   a. Provide two stainless steel concealed four-bar adjustable friction hinges per vent meeting AAMA 904.1.

2. Locks
   a. Die cast stainless steel cam locks, strikes and/or keepers for manual operation shall secure sash in closed position.
   b. Provide locks for ventilators at maximum 40" spacing.
   c. Provide double grip hardware activated by a lower device for locks exceeding 6'-0" from floor.

3. Limited Opening Device
   a. None

4. Egress Provisions and Egress Hardware
   a. Make provisions for egress in case of emergency at windows as indicated on drawings.
   b. Affix aluminum egress tags to windows indicated. Type 1B.

G. Thermal Break Construction
1. Frame and sash members must include a thermal break applied in the manufacturer's facility, using concealed low conductance poured-in-place polyurethane. Polyurethane at all members must be poured into pre-finished and mechanically pre-treated cavities.
2. After proper curing, the aluminum bridge section must be removed to provide a nominal ¼” separation between exterior and interior metal surfaces.
3. Quality assurance records must be maintained and available as requested.

H. Weather-stripping:
1. Bulb- or fin-type neoprene, EPDM, dual-durometer PVC, polypropylene, TPE, or other suitable material as tested and approved by the window manufacturer.
2. Miter, crowd, stake or join at corners. Provide drainage to exterior as necessary.
3. Weather-stripping shall provide an effective pressure-equalization seal at the interior face of the sash ventilator.
2.05 FINISHES

A. Finish of Aluminum Components
   1. Finish of all exposed areas of aluminum windows and components shall be done
      in accord with the appropriate AAMA Voluntary Guide Specification shown

      Designation: Organic Paint
      Description: 70% PVDF
      Standard: AAMA 2605
      Color: As selected by Owner

PART 3 EXECUTION

3.01 EXAMINATION

A. Site Verification of Conditions:
   1. Verify that the openings into which the windows will be installed are the
      correct size to permit installation of the new windows according to the
      manufacturer’s installation instructions.
   2. Do not install windows until this or other unsatisfactory conditions are
      corrected.

3.02 INSTALLATION

A. Erection of Aluminum Windows:
   1. Install windows with skilled tradesman in exact accordance with
      approved shop drawings and Specification.
   2. Aluminum that is not organically coated shall be insulated from direct
      contact with steel, masonry, concrete or other dissimilar metals by
      bituminous paint, zinc chromate primer, non-conductive shims, or other
      suitable insulating material.

END OF SECTION 08520
SECTION 08800

GLAZING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section.

1. Aluminum Windows.

B. Related Sections include the following:

1. Division 7 Section “Joint Sealants”
2. Division 8 Section “Aluminum Windows”

1.03 DEFINITIONS

A. Manufacturer: A firm that produces primary glass or fabricated glass as defined in referenced glazing publications.

B. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.

C. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.

D. Deterioration of Insulating Glass: Failure of the hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
PERFORMANCE REQUIREMENTS

A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Glass Design: Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

   a. Minimum Glass Thickness: Not less than 6.0 mm (0.23 inch).

SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples for glass.
   1. Each color of tinted float glass, made into an insulated sample.

C. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.

D. Warranties: Special warranties specified in this Section.

QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for Project and whose work has resulted in construction with a record of successful in-service performance.

B. Source Limitations for Clear Glass: Obtain clear float glass from one primary-glass manufacturer.

C. Source Limitations for Tinted Glass: Obtain tinted, heat-absorbing, and light-reducing float glass from one primary-glass manufacturer for each tint color indicated.

D. Source Limitations for Insulating Glass: Obtain insulating-glass units from one manufacturer using the same type of glass and other components for each type of unit indicated.


   1. Subject to compliance with requirements, permanently mark safety glass with certification label of Safety Glazing Certification Council or another certification agency acceptable to authorities having jurisdiction.
F. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following inspecting and testing agency:
   1. Insulating Glass Certification Council.
   2. Associated Laboratories, Inc.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.08 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Manufacturer's Special Warranty on Coated-Glass Products: Written warranty, made out to Owner and signed by coated-glass manufacturer agreeing to furnish replacements for those coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
   1. Warranty Period: 10 years from date of Substantial Completion.

C. Manufacturer's Special Warranty on Insulating Glass: Written warranty, made out to Owner and signed by insulating-glass manufacturer agreeing to furnish replacements for insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
   1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PRODUCTS AND MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products indicated in schedules at the end of Part 3.

2.02 HEAT-TREATED FLOAT GLASS

A. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent glass, flat); Quality q3 (glazing select); class, kind, and condition as indicated in schedules at the end of Part 3.
2.03 COATED FLOAT GLASS

A. General: Provide coated glass complying with requirements indicated in this Article and in schedules at the end of Part 3.

1. Provide Kind HS (heat-strengthened) coated float glass in place of coated annealed glass where needed to resist thermal stresses induced by differential shading of individual glass. Provide Kind FT (fully tempered) where safety glass is required or indicated.

2. Provide Kind HS (heat-strengthened) coated float glass at all locations, except provide Kind FT (fully tempered) or wire glass products where required or indicated.

2.04 INSULATING GLASS

A. Insulating-Glass Units: Preassembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in the Insulating-Glass Schedule at the end of Part 3.

1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites. Provide Kind FT (fully tempered) where safety glass is required or indicated.

B. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated in the Insulating-Glass Schedule at the end of Part 3 are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.

C. Sealing System: Dual seal, with primary and secondary sealants as follows:

1. Manufacturer's standard sealants.

D. Spacer Specifications: Manufacturer's standard spacer material and construction complying with the following requirements:

1. Aluminum with mill or clear-anodized finish.
2. Desiccant: Molecular sieve or silica gel, or blend of both.
3. Corner Construction: Manufacturer's standard corner construction.

2.05 ELASTOMERIC GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:

1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: Black
B. Elastomeric Glazing Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied, chemically curing sealant in the Glazing Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

1. Additional Movement Capability: Where additional movement capability is specified in the Glazing Sealant Schedule, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements in ASTM C 920 for uses indicated.

C. Glazing Sealant for Fire-Resistive Glazing Products: Identical to product used in test assembly to obtain fire-protection rating.

2.06 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800.

B. Expanded Cellular Glazing Tape: Closed-cell, PVC foam tape; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:

1. Type 1, for glazing applications in which tape acts as the primary sealant.
2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.07 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.
2.08 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.

B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with indoor and outdoor faces.

C. Grind smooth and polish exposed glass edges.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine framing glazing, with Installer present, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
2. Presence and functioning of weep system.
3. Minimum required face or edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.03 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, frames, storefront systems and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where the length plus width is larger than 50 inches (1270 mm) as follows:
   1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
   2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.

K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.04 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Do not remove release paper from tape until just before each glazing unit is installed.

F. Apply heel bead of elastomeric sealant.
G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.05  GASKET GLAZING (DRY)

A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Install gaskets so they protrude past face of glazing stops.

3.06  SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.07  PROTECTION AND CLEANING

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended by glass manufacturer.
D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.

E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

3.08 INTERIOR GLAZING SCHEDULE

A. Uncoated Clear Float Glass: Where glass as designated below is indicated, provide Type I (transparent glass, flat), Class 1 (clear) glass lites complying with the following:

1. Kind FT (fully tempered) at all interior locations, except at conditions where wire glass is required by code.

3.09 INSULATING-GLASS SCHEDULE

A. Manufacturers: Provide one of the following:

1. PPG Industries –Solar Ban 70
2. Viracon – VNE1-63
3. As approved
B. Low-E Insulating Glass, Tinted: At windows, provide tinted insulating-glass units complying with the following:

Clear 1” Unit

1. Overall Unit Thickness and Thickness of each Lite: One inch
2. Interspace Content: Argon Gas
3. Indoor Lite: ¼” clear annealed or heat strengthened as required.
4. Outdoor Lite: ¼” clear tempered or heat strengthened with low-e coating on #2 surface
5. Nominal performance characteristics:
   a. Visible Light Transmittance: 62%
   b. Shading Coefficient: .55
   c. Outdoor Visible Reflectance: 15%
   d. U-value: .35

Spandrel 1” Unit

6. Overall Unit Thickness and Thickness of each Lite: One inch
7. Interspace Content: Argon Gas
8. Indoor Lite: ¼” spandrel glass heat strengthened or tempered as required with ceramic frit on surface #4 - color to be selected from manufacturers standard.
9. Outdoor Lite: ¼” clear tempered or heat strengthened with low-e coating on #2 surface
10. Nominal performance characteristics:
    a. Visible Light Transmittance: 62%
    b. Shading Coefficient: .55
    c. Outdoor Visible Reflectance: 15%
    d. U-value: .35

Frosted 1” Unit

11. Overall Unit Thickness and Thickness of each Lite: One inch
12. Interspace Content: Argon Gas
13. Indoor Lite: clear obscure glass as selected from manufacturers standards, annealed or heat strengthened as required.
14. Outdoor Lite: ¼” clear tempered or heat strengthened with low-e coating on #2 surface
15. Nominal performance characteristics:
    a. Visible Light Transmittance: 62%
    b. Shading Coefficient: .55
    c. Outdoor Visible Reflectance: 15%
    d. U-value: .35

END OF SECTION 08800
FLOOR PLAN

LOUISE ANDERSON HALL

GENERAL NOTES
1. DEMO EXISTING WINDOWS SHOWN AS NEW TYPE. SEE SHEETS A.1 & A.2
2. OPENING TYPES SHOWN WITH AN ‘X’ TO REMAIN

KEYED NOTES
1. ALTERNATE #1 - ALL WORK/MATERIALS ASSOCIATED WITH THE REMOVAL AND INSTALLATION OF WINDOW
2. CEILING SYSTEM EXTENDS INTO EXISTING WINDOW, CEILING TO REMAIN
3. ROOM 103, TYPE SC - CUT NEW INSUL. PANEL, FOR INSTALLATION OF EXISTING FAN. INSTALL FAN
4. ROOM 106, TYPE SC - CUT NEW INSUL. PANEL, FOR INSTALLATION OF EXISTING FAN. INSTALL FAN
5. MECHANICAL ROOM. NO PLASTER WALL FINISH
6. STORAGE ROOM. NO PLASTER WALL FINISH

L.A. HALL - WINDOW REPLACEMENT
FIRST FLOOR PLAN

CONSTRUCTION & PLANNING SERVICES
101 ROSELLI, OROVILLE, WA 98844-2431

DRAWN BY: TDB
DATE: 4/5/10
CHECKED BY: TDB

SHEET NO. A2.1
GENERAL NOTES

1. ODDS EXISTING WINDOWS SHOWN AS NEW TYPE.
   SEE DRAWING 4.1 & 4.2.
2. OPENING TYPES SHOWN WITH AN "X" TO REMAIN.

SECOND FLOOR
LOUISE ANDERSON HALL

L.A. HALL - WINDOW REPLACEMENT
SECOND FLOOR PLAN

CONSTRUCTION & PLANNING SERVICES
101 HOZEI, CHEYEN, WA 99004-2431
ALL CLEAR

7 OF 8 CLEAR OBSCURE
A - INSUL. PANEL
A - SPANDREL
B - CLEAR
C - CLEAR
D - CLEAR
E - CLEAR
F - SPANDREL

8

9
ALL CLEAR

10
ALL CLEAR

9A
ALL CLEAR OBSCURE

10A
ALL CLEAR OBSCURE

9B
ALL SPANDREL

9C
A - INSUL. PANEL
B - INSUL. PANEL

L.A. HALL - WINDOW REPLACEMENT

CONSTRUCTION & PLANNING SERVICES
101 ROZELL, CHENEY, WA 99004-2431

DRAWN BY TDB
DATE 3/26/10
CHECKED BY TDB

SHEET NO. 7.5
REF. SHEET:
8.7 TYP.

8.5 SIM.

11 ALL CLEAR

8.3 TYP.

8.2

13 ALL CLEAR OBSCURE

L.A. HALL – WINDOW REPLACEMENT
WINDOW TYPES

CONSTRUCTION & PLANNING SERVICES
101 ROZELL, CHENEY, WA 99004-2431

DRAWN BY TDB
DATE 3/26/10
CHECKED BY TDB

SHEET NO. 7.6
REF. SHEET:
EXISTING 3x3 L – TYPICAL

PREFINISHED METAL BREAK SHAPE AT PERIMETER – BLOCKING AS REQUIRED

LINE OF PREFINISHED METAL BREAK SHAPE

GLAZING OR INSUL. PANEL – SEE WINDOW TYPE

FIXED WINDOW FRAME – SHIM & FASTEN AS REQUIRED AS REQUIRED

SEALANT – BOTH SIDES

PREFINISHED METAL BREAK SHAPE AT PERIMETER – BLOCKING AS REQUIRED

SEALANT – TYPICAL

EXISTING WALL CONSTRUCTION
– BRICK VENER
– CONC. STRUCTURE
– PLASTER

13”± TYPICAL

WINDOW SILL

L.A. HALL – WINDOW REPLACEMENT
WINDOW TYPE DETAILS

CONSTRUCTION & PLANNING SERVICES
101 ROZELL, CHENEE, WA 99004-2431

DRAWN BY: TDB
DATE: 4/5/10
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SHEET NO.

SCALE: 3”=1’-0”
EXISTING 3x3 L - TYPICAL

PREFINISHED METAL BREAK SHAPE AT PERIMETER - BLOCKING AS REQUIRED

WINDOW HEAD

LINE OF PREFINISHED METAL BREAK SHAPE

2 1/2" MAX 2" MIN TO WINDOW FRAME

2"

GLAZING OR INSUL. PANEL - SEE WINDOW TYPE

SLIDER WINDOW FRAME - SHIM & FASTEN AS REQUIRED AS REQUIRED

SEALANT - BOTH SIDES

EXISTING PLASTER FINISH

EXISTING METAL BREAK SHAPE AT PERIMETER - BLOCKING AS REQUIRED

SEALANT - TYPICAL

13" ± TYPICAL

EXISTING WALL CONSTRUCTION
- BRICK VENER
- CONC. STRUCTURE
- PLASTER

WINDOW SILL
EXISTING EXTERIOR WALL
- PLASTER
- CONC. STRUCTURE
- BRICK VENER
- BRICK SILL

EXISTING PLASTER FINISH

LINE OF PREFINISHED METAL BREAK SHAPE

WINDOW JAMB

SEALANT - TYPICAL

PREFINISHED METAL BREAK SHAPE AT PERIMETER
- BLOCKING AS REQUIRED

SEALANT - BOTH SIDES

2" TO WINDOW FRAME

2 1/2" MAX
2 5/6" MIN
GLAZING OR INSUL. PANEL – SEE WINDOW TYPE

PREFINISHED METAL BREAK SHAPE AT PERIMETER – BLOCKING AS REQUIRED

SEALANT – BOTH SIDES

EXISTING WALL CONSTRUCTION
– CONC. STRUCTURE
– STRUCTURAL STEEL COLUMNS
– PLASTER

JAMB AT COLUMN

13" ±
EXISTING 3x3 L – TYPICAL

PREFINISHED METAL BREAK SHAPE AT PERIMETER
- BLOCKING AS REQUIRED

TO WINDOW FRAME

GLAZING OR INSUL. PANEL – SEE WINDOW TYPE

CASEMENT WINDOW FRAME – SHIM & FASTEN AS REQUIRED

SEALANT – BOTH SIDES

PREFINISHED METAL BREAK SHAPE AT PERIMETER – BLOCKING AS REQUIRED

SEALANT – TYPICAL

EXISTING WALL CONSTRUCTION
- BRICK VENER
- CONC. STRUCTURE
- PLASTER

13"± TYPICAL
EXISTING EXTERIOR WALL
- PLASTER
- CONC. STRUCTURE
- BRICK VENER
- BRICK SILL

VARIES

SEALANT - TYPICAL

PREFINISHED METAL BREAK SHAPE AT PERIMETER
- BLOCKING AS REQUIRED

SEALANT - BOTH SIDES

EXISTING PLASTER FINISH

WINDOW JAMB

2"

2 1/2" MAX
2 1/2" MIN

TO WINDOW FRAME
GLAZING OR INSUL. PANEL – SEE WINDOW TYPE

WINDOW FRAME & STARTER – SHIM & FASTEN AS REQUIRED AS REQUIRED

PREFINISHED METAL BREAK SHAPE AT PERIMETER – BLOCKING AS REQUIRED

SEALANT – TYPICAL

EXISTING WALL CONSTRUCTION – CONC. STRUCTURE – STRUCTURAL STEEL COLUMNS – PLASTER

JAMB AT COLUMN
REMoval Top shelf & Valance unit (1 integral unit)
- 1/4" thread 20 drop in anchor and screw (total of 2 per side)
- Counter sink
- Removal p. lam cover

Z-Clip for Valance
shelf box connection
Tight butt to shelf box
No sealant or glue

Valance box
P. lam. all surfaces

1 9.3

3-1" vent hole w/ alum screen
- 6 per shelf box

1 9.4

Window

33"± AFF

1X4 painted trim
No sealant at shelf box

1 9.4

NOTE: Install shelving at window type 6 only.

L.A. Hall - Window replacement
Shelf/sill/window elevation

Construction & Planning Services
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Drawn by TDB
Date 4/5/10
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Scale 1"=1'-0"
3/4" THICK MATERIAL
TYPICAL EXCEPT AS NOTED
WITH P. LAM. ON ALL
EXPOSED SURFACES

3-1" VENT HOLE W/
ALUM SCREEN

LINE OF VALANCE BOX

1/2" THICK SHELF BACK

P. LAM OR MELAMINE ON
ALL HIDDEN SURFACES

WINDOW UNIT

1/2" GAP FRO WINDOW
FRAME TO SHELF BACK

3-1" VENT HOLE W/
ALUM SCREEN

ANCHOR SCREW (4)
PER SHELVING UNIT
- 1/4" THREAD 20
DROP IN ANCHOR
AND SCREW
- COUNTER SINK
- REMOVAL P. LAM
COVER

BOX SHELF SECTION

33"± AFF

1"-1/2"

1'-0"

1'-0" CLE.

TYP. 3

CONSTRUCTION & PLANNING SERVICES
101 ROZELL, CHENEY, WA 99004-2431

L.A. HALL - WINDOW REPLACEMENT
 SHELF/WINDOW SECTION

DRAWN BY TDB
DATE 4/5/10
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SHEET NO. 9.2

SCALE 1-1/2"=1'-0"
REMOVAL TOP SHELF & VALANCE UNIT (1 INTEGRAL UNIT)
- 1/4" THREAD 20 DROP IN ANCHOR AND SCREW (TOTAL OF 2 PER SIDE)
- COUNTER SINK
- REMOVAL P. LAM COVER

Z-CLIP FOR VALANCE SHELF BOX CONNECTION

VALANCE BOX P. LAM. ALL SURFACES

3/4" THICK MATERIAL TYPICAL EXCEPT AS NOTED WITH P. LAM. ON ALL EXPOSED SURFACES

TIGHT BUTT JOINT BETWEEN SHELF BOX EDGE AND WINDOW FRAME. NO SEALANT

3 MIL PVC EDGE BAND ON EXPOSED 3/4" EDGES

3/4" P. LAM WINDOW SILL. LEVEL W/ BOTTOM SHELF. NO SEALANT BETWEEN SILL AND SHELF BOX

1X4 PAINTED TRIM NO SEALANT AT SHELF BOX

SEALNT AT SILL AND WINDOW FRAME

SILL & VALANCE SECTION

L.A. HALL - WINDOW REPLACEMENT SHELF/SILL/WINDOW SECTION

CONSTRUCTION & PLANNING SERVICES
101 ROZELL, CHENEY, WA 99004--2431

DRAWN BY TDB
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SHEET NO. 9.3

SCALE 1-1/2"=1'-0"
1. BOX SHELF SECTION

TIGHT BUTT
JOINT BETWEEN
 SHELF BOX EDGE &
WINDOW FRAME.
NO SEALANT

3/4” P. LAM WINDOW SILL.
- LEVEL W/ BOTTOM SHELF.
- NO SEALANT BETWEEN
SILL AND SHELF BOX

3 MIL PVC EDGE BAND
ON EXPOSED 3/4” EDGES

P. LAM OR MELAMINE ON
ALL HIDDEN SURFACES

WINDOW UNIT

EXISTING EXTERIOR WALL
- BRICK SILL
- BRICK VENER
- CONC. STRUCTURE
- PLASTER

ANCHOR SCREW (4)
PER SHELVING UNIT
- 1/4” THREAD 20
DROP IN ANCHOR
AND SCREW
- COUNTER SINK
- REMOVAL P. LAM
COVER

1X4 PAINTED TRIM
NO SEALANT AT
BOX AND SILL

L.A. HALL – WINDOW REPLACEMENT
SHELF/SILL/WINDOW SECTION

CONSTRUCTION & PLANNING SERVICES
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SHEET NO.
9.4

SCALE 1-1/2”=1’-0”

REF. SHEET: