QUINAULT INDIAN NATION
PO Box 189, 1214 AALIS Drive
Taholah, WA 98587

Request for Proposals for 18 Single-Family Residences for the Taholah Community Driven Relocation

November 8th, 2025

1. Introduction

The Quinault Indian Nation invites Residential Design-Builders and/or Developers to submit proposals for the construction of eighteen (18) single-family residences located in Taholah. Each Design-Builder is required to provide site-adapted home plans that meet with the programming requirements and specifications outlined in this Request for Proposals (RFP). Please note that this is for a fixed price sum.

The properties are located off of Kla Ook Wa Drive in Taholah, Washington, Grays Harbor County, within the boundaries of the Quinault Indian Nation Reservation.

The Quinault Indian Nation is the Owner of these properties and is seeking to contract with a qualified Design-Builder to complete the construction of homes on 18 lots as part of the Community Driven Relocation program (CDR). These lots are ready for construction. The selected Design-Builder will be responsible for erosion control, excavation, utility connections, foundations, vertical construction, landscaping, and overall site development for each lot and as described in Exhibit C, Construction Requirements. Design-Builders can use the included as-builts for the initial Guaranteed Maximum Price (GMP). Quinault Utilities will provide necessary water connections and meters and sewer stubs to each lot.

Contact Information:

- **Contracting Officer**:
  Alyssa Johnston, CDR Project Developer
  Quinault Indian Nation
  Alyssa.johnston@quinault.org

- **RFP Contact**:
  Sam Hyatt, Project Manager
  Wenaha Group
  samh@wenahagroup.com

All questions related to this RFP should be submitted in writing to Sam Hyatt via email.

2. General Information

2.1 About Quinault Indian Nation

The Quinault Indian Nation (QIN) is located on the Olympic peninsula in Washington State. The reservation consists of over 200,000 acres of productive forestland and nearly 30 miles of rugged, pristine coastline. In 2013 QIN hosted over 10,000 people near the main village of Taholah during the Paddle to Quinault. QIN is regionally and nationally recognized as a leader in many areas of tribal sovereignty including climate change, natural resources, and economic development.

The Quinault Indian Nation (QIN) has always depended on the Quinault River and Pacific Ocean for sustenance. Both have played integral roles in the Nation's identity and survival. However, due to climate change and its proximity to the Cascadia Subduction Zone, the Village of Taholah is under threat from tsunamis, storm surge and riverine flooding. Because of this the community and elected leaders have decided that relocating the lower Village of Taholah is a priority and this effort is one more step closer to achieving that goal. The design and construction of these eighteen (18) homes is a substantial first step in the Community Driven Relocation program and will provide security for Quinault Tribal Members and future generations.

2.2. Bidder's Understanding of the RFP

In responding to this RFP, the bidder accepts full responsibility to understand the RFP in its entirety and in detail, including making any inquiries to Quinault Indian Nation as necessary to gain such understanding. Quinault Indian Nation reserves the right to disqualify any bidder who demonstrates less than the required level of understanding this RFP. Further, Quinault Indian Nation reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. QIN's right under this sub-part extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Quinault Indian Nation.

2.3 Mandatory Bidder Responsibility Criteria
It is the intent of the Owner to award a contract to the low, responsible bidder. Before award the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder shall be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

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 bid submittal.
2. Have or obtain a valid business license issued by Quinault Indian Nation prior to issuance of Notice to Proceed.
3. Maintain insurance policy/policies meeting minimum requirements listed in this document.
4. Not be disqualified, disbarred, or suspended from bidding on any public works contract. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "System for Award Management" website: http://www.sam.gov.

2.4 Supplemental Bidder Responsibility Criteria
In addition to mandatory bidder responsibility criteria referenced above, the Bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project and, as evidence that the bidder meets the supplemental bidder responsibility criteria, the apparent and second low bidders must submit the required documentation to the Owner within 48 hours of the bid submittal deadline. The Owner reserves the right to request such documentation from such bidders:

Business status: Bidder shall not be "inactive" or "not in good standing" with Washington State Secretary of State's Office, the Department of Revenue or Department of Labor & Industries.

1. Bidder shall provide documented information from Washington State Secretary of State's Office, Department of Revenue or the Department of Labor and Industries providing the date of incorporation or formation, the state of incorporation, that the Bidder is active and in good standing in the State of Washington, State of Washington tax reporting number, and the name and address of the registered agent, general partner or managing member.
2. Bidder shall take steps to ensure that their subcontractors are also in good standing with the above-described entities.

2.5 Insurance Requirements
Contractor is required to provide proof of current Worker's Compensation insurance with Washington State statutory limits end Employer's liability insurance. Minimum coverage $1,000,000 per occurrence. Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project. Carrier shall be rated A.M. Best's Insurance rating of at least A or better. Minimum coverage: General Liability $1,000,000 per occurrence / $2,000,000 aggregate; Excess Liability $5,000,000 per occurrence / $5,000,000 aggregate. Policies need to list site location, project name, city and state, and shall name the following parties as Additionally Insured and named Certificate Holders: Quinault Indian Nation, its elected officials, officers, employees. Materials Testing and Consulting shall also be named as Additionally Insured. Contractor shall carry Automotive Liability Insurance. Minimum coverage $1,000,000 combined single limit for hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance.

2.6 Good Faith Statement
All information provided by QIN in this RFB is offered in good faith. QIN makes no certification that any item is without error. QIN is not responsible or liable for any use of the information or for any claims asserted therefrom.

2.7 Informal Communications
2.7.1. Inquiries. Any requests from/to bidders or bidder's representatives in any kind of capacity, to/from any QIN employee or representative of any kind or capacity for information, comments, speculation, etc. must be made in writing.
2.7.2. Verbal Communication. Such communication shall not be allowed unless formally confirmed in writing, by the Contract Officer identified herein. In no case shall verbal communication govern over written communication.
2.7.3. Applicable terms and conditions herein shall govern communications and inquiries between QIN and bidders as they relate to this RFB. Inquiries, questions, and requests for clarification related to this RFB are to be directed in writing to the Contract Officer identified herein.

2.8 Safety and Security

- The Bidder shall comply with all safety standards associated with the trade and in regards to OSHA.
- The Bidder shall enforce the applicable safety and health rules and measures on all his/her subcontractors and all other persons directly or indirectly employed by him/her on the Site.
- The Bidder shall provide the necessary first aid facilities at the construction site in accordance with OSHA instructions and guidelines.

2.9 Culturally Sensitive Sites

If any objects of cultural or historical significance are discovered during construction the Contractor shall notify the Owner's CM immediately.

2.10 Prevailing Wage

This project is partially Federally funded and shall be subject to Davis Bacon wage rates.

2.11 Nation's Tribal Employment (TERO)

The Quinault Nation's Tribal Employment Right Ordinance (TERO) provides the Nation's Indian Preference policy that applies to this contract. Other TERO requirements include submission of a Compliance Plan and payment of a fee prior to commencing work on the Quinault Indian Reservation. Every Contractor with a Contract Sum of $10,000 or more, or more than one contract in a 12-month period and the aggregate sum of those contracts is $10,000 or more, shall pay a one-time fee of 1.75% of the total Contract Sum. Such fees shall be paid by the Contractor. Contact Evelyn Kalama, (360) 276-8211, ext. 4805, or email EKalama@quinault.org.

2.12 Costs

This RFB does not commit QIN to award a contract, to pay any costs incurred in preparation of a response to this invitation, or to procure or contract for services or supplies. Bidders will not offer any gratuities, favors or anything of monetary value to any employee, officer, or agent of the Nation for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of this RFB. All proposals submitted hereunder become the exclusive property of the Nation and will not be returned. The Nation reserves the right to accept all or part of the bid, to decline the whole bid, and to negotiate with the respondents to ensure Nation receives the appropriate deliverables within the required timeframe.

2.13 Governing Law

The laws of QIN shall govern this RFB and associated processes and procedures. This RFB does not constitute or include a waiver of QIN's sovereign immunity.

2.14 No Liability

QIN shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

2.14.1. Arising out of, by reason of, or attributable to, the Respondent responding to this RFB; or
2.14.2. As a result of the use of any information, error, or omission contained in this RFB document or provided during the RFB process.

3. Basic Project Description and Scope

3.1 Overview

Proposal will be developed in 2 phases:

- Phase 1: The Design-Builder must submit recommended floor plans for each site to the Owner for pre-approval before developing pricing. The submission should include floor plans, elevations, and the tentative location on the proposed lot. The Owner will review the submission and provide feedback as needed. If the plans generally meet the requirements outlined in the RFP, the Owner will issue written confirmation of preliminary acceptance of the 2-, 3- and 4-bedrooms plans.
- Phase 2: The Design-Builder will develop a GMP price as outlined in the RFP requirements that included costs to adapt the proposed plan to the specific site. The GMP is an all-inclusive price.

Design-Builders must include the following in their Proposal:

- Phase 1:
  - Floor plans and specifications for proposed homes for pre-approval.
- Phase 2:
  - Items identified in Section 6 "*Submittal Requirements*".
  - Design-Builders must submit a comprehensive, and detailed GMP for each home site, which includes a breakdown by trade or definable scope of work. The proposal should also provide a list of inclusions and exclusions, along with outline specifications or a list of deviations from the specifications provided that clearly define the scope of work, materials, and manufacturers for all products to be supplied. Additionally, the Design-Builder must indicate their overhead and profit as a percentage of the total cost of work. A Cost Responsibility Matrix is included to clarify how project costs are to be accounted for as Exhibit E.

3.2 Schedule:

Home construction is expected to run concurrently, with no more than a two-week gap between the start of each residence and a 4.5-month construction schedule for each home. A preliminary project schedule is included to convey Quinault's expectations for the project.

The Design-Builder will provide a detailed project schedule for each residence, as well as for the overall project, in Gantt chart, Critical Path Format.

3.3 Work by Others:

Identify any work that will need to be performed by the Owner. The Owner's preference is for a turnkey project that can be serviced with reasonable effort with local resources.

The Owner has provided for Geotechnical Observations and Special Inspections of excavation, buried utilities, soil conditions, backfill, compaction, concrete, reinforcing steel, structural framing and other materials and methods to ensure all construction that complies with the referenced building codes and design requirements.

The Owner will provide the Builder's Risk Policy for the project.

4. Award Requirements:

General:

- The selected Design-Builder will execute the attached AIA A102-2017 as written unless modifications are specified in the Design-Builder's proposal.
- All work must conform to the terms outlined in this RFP and its exhibits.
- Each site will require an assessment and plan adaptation, with the cost proposal based on the specific site conditions. Quinault Indian Nation has provided Geotechnical Reports for the general area and topographic surveys of each site. The Topographic Survey is intended for site adaptation purposes only. **The awarded Design-Builder must confirm all property corners, grades and contours prior to construction.**
- The Design-Builder will coordinate with Grays Harbor PUD regarding electrical requirements, including temporary service and permanent service installation. The Design-Builder will complete PUD service applications on behalf of the Tribes. Any costs incurred by PUD will NOT be considered project costs and will be paid for directly by the Owner.
- It is the Design-Builder's responsibility to maintain the temporary water meter provided by Quinault Utilities Department for construction water.
- The Design-Builder will be responsible for submitting final plans to the Quinault Planning Department and obtaining all necessary permits as required by the Quinault Planning Department, and the State of Washington, as applicable. Permit review fees, plan review fees, and connection fees will be paid by the Owner. The Design-Builder will only be responsible for L&I inspection fees.

- The Design-Builder must document all existing conditions before commencing work.
- The contract will be "open book," meaning all direct costs, rebates, discounts, markups, payroll reports, and expenses must be provided to the Tribes as supporting documentation for invoicing.
- The Design-Builder shall grant the Quinault Indian Nation a limited license to use the provided plans for the designated site. This license does not permit the use of the plans on other sites without the Design-Builder's explicit written consent. At a minimum, the plans must include a complete set of engineered stamped construction drawings, which should cover structural, mechanical, electrical, and plumbing (MEP) drawings, as well as detailed specifications for finishes, millwork (including doors, hardware, trim, and cabinetry), lighting, plumbing fixtures, and a room finish schedule.
  Bids should only include costs for architectural and engineering design as referenced by and the building codes adopted by the Quinault Indian Nation and Washington state law (where applicable). For proposal purposes, please assume a 'best' finishes option, as the owner seeks to achieve a high-quality final product. The selected Design-Builder will be required to develop two interior finishes options for each plan type.
- The selected Design-Builder, after executing the included contract and upon receipt of a Notice to Proceed will proceed with final site adaptation, and submittal to the Quinault Planning Department for plan review and permitting.

5. Instructions to Design-Builders

Proposals must be addressed to the Contracting Officer and submitted **electronically via email** toBOTH Bids@quinault.org and Sam Hyatt, Project Manager at the Wenaha Group, to samh@wenahagroup.com no later than 2:00 PM Pacific Time on December 5th, 2025. The official submission time will be determined by the receiving computer's internal clock. Please note that hard copy and faxed proposals will not be accepted. If the file size exceeds 15 MB, please contact the Project Manager for alternative submission options. It is the Design-Builder's responsibility to ensure the electronic submission is received by the deadline. For questions regarding the electronic submission process, contact Sam Hyatt.

Included as Exhibit C "Construction Requirements" is the outline specification for the project, which clarifies the scope of work and establishes a minimum standard of quality.

Contract Structure:

The construction will be governed by the attached AIA A102-2017 and the AIA A201-2017, included herein as Exhibits F & G.

The successful proposer acknowledges and agrees that the specifications, terms, conditions, and contract outlined in this RFP will govern the awarded contract. The proposer may include requests for alternative terms in their proposal for the Owner's consideration. Any alternative terms or conditions may be considered variances and could lead to the rejection of the proposal if deemed material. Such alternative terms or conditions must be clearly attached to the proposal for the Owner's review.

Refer to the included contract and exhibits for additional information and project requirements.

6. Schedule

Issue RFP	November 8th, 2025
Design-Builder Plan Submission	December 5th, 2025
Owner Pre-approval of Submitted Plans	December 19, 2025
Last Day for Questions	January 9th, 2026
Proposal Due	January 23rd, 2026; 2:00 PM Pacific Time
Anticipated Notice of Award	February 11th, 2026

7. Site Visits

It is agreed that the Design-Builder has visited the proposed sites and is familiar with the site conditions, including the site-specific soil conditions, provided geotechnical reports, grades, utility locations, and natural drainage conditions. Site visits should be coordinated with and through Sam Hyatt.

8. Submittal Requirements

The following categories will be used to evaluate the proposals received. The proposal will be organized to align with the categories below and only information specific to the project will be reviewed. There are a total of 100 evaluation points.

Section	Description	Page Limit	Evaluation Points
1.	Cover Letter	1	0
2.	Mandatory Attachments: • Fee Proposal Form • Bidder Responsibility Checklist • Non-Collusion Affidavit	5	5
2.	Qualifications/expertise of the proposed team: • General information regarding the company structure and ownership. • Demonstrate relevant experience: The Design-Builder is required to demonstrate a minimum of ten consecutive years of successful residential construction. • Describe and demonstrate systems for cost and project management. • Tribal work experience.	3	20
3.	NAOB status and/or utilization of NAOB's for the project: • NAOB status of the proposing team. • Efforts to include NAOB or Quinault Tribal businesses and labor in the project.	1	10
4.	Proposed project approach: • Structure of the Design-Builder's project management team and how they will interface with the Owner. • Conformance with the requirements of the RFP. • Provide a typical schedule for the project and a typical home site. • Quality control program. • Approach to ensure ease of use and maintenance.	4	25
5.	Design-Builder's Needs from Quinault: Identify scope to be performed by Quinault. Less reliance on Quinault for support will result in higher scores.	1	5
6.	Team Cost Structure: • A detailed quote for each homesite that includes a breakdown by trade or definable scope of work. The proposal should also include a list of inclusions, exclusions, and outline specifications that clearly define the scope of work, materials, and manufacturer of all products to be provided. • Billing rates: List rates for labor by role and equipment that are considered part of the cost of the work.	3	30

	• Overhead and Profit (OH&P) on the cost of the work. OH&P shall include but not limited to, home office overhead, office staff, insurance, and profit. See Exhibit C for further clarification. • Provide cost for 100% payment & performance bonds.		
7.	Previous Contracting Experience with QIN	1	5

9. Final Selection

After reviewing the submissions, the Nation may choose to conduct interviews with Design-Builders.

The Quinault Indian Nation will select the Design-Builder(s) that best meet their needs and the specified criteria, based on the evaluation of submitted proposals and, if necessary, interviews. Final selection is subject to approval by the Quinault Board of Directors and is at their sole discretion. The Quinault Indian Nation reserves the right to choose any responsive and responsible Design-Builder at their discretion.

10. Additional Services

Quinault reserves the right to request additional services for future phases depending on the results of the design and construction. Fees and rates for additional services are to be included in the fee section of the proposal.

11. Exhibits

The following exhibits are incorporated in the RFP.

A. CDR Lots
B. Driveway Details
C. Construction Requirements
D. 2023 As-Builts
E. Cost Responsibility Matrix
F. AIA A102-2017, with contract Exhibit A.
G. AIA A201-2017
H. Geotechnical Report
I. Project Schedule
J. Non-Collusion Affidavit
K. Vicinity Map
L. Inadvertent Discovery Plan
M. Bidder Responsibility Checklist
N. Fee Proposal Form

ATTACHMENT A
CDR Lots



6,000 sf lot

7,500 sf lot

10,000 sf lot

2bd
3bd
4bd
MH

TOP CUT/TOE OF SLOPE
SECTION LINE
END BLUFF TRAIL
5+80.16 171.19' LT
BUILDING PAD
setbacks are from roof overhang, NOT foundation wall
CURVE
Δ=17°56'33"
T=79.72'
L=1177.68'
R=505.00'
CURVE
Δ=90°00'00"
T=45.00'
L=1177.68'
R=45.00'
BEGIN BLUFF TRAIL
9+91.20 25.00' LT
TOKLUMNIX DR.
NEWAKWANTI DR.
MILAAKELS DR.
MATCH LINE SEE SHEET 8
MATCH LINE SEE SHEET 9
KLA OOK WA DRIVE
RANCH RD.
BEGIN KLA OOK WA DR.
PAVED TRAIL
14+20.64 29.00' LT
END KLA OOK WA DR.
PAVED TRAIL
17+38.23 29.00' LT
SECTION LINE
PC: 5+08.50
PT: 10+40.47
PT: 11+59.23
PC: 14+75.02
PT: 17+50.48
MH
2 BD
3 BD

0' 40' 80' 160'
SCALE: 1" = 40'

CENTER THE SIDEWALK RAMP AT THE MIDPOINT OF THE ROADWAY RETURN.
10 LF 12"ø PVC–C900 SDR–14 CULVERT WITH BEVELED END TREATMENT
DITCH FLOWLINE
DETECTABLE WARNING SURFACE PER AS SHOWN ON WSDOT STANDARD PLANS F–45.10–02

TYPICAL SIDEWALK CROSSING
NOT TO SCALE

NE NEIGHBORHOOD

TAHOLAH VILLAGE
QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - NEWAKWANTI & TOKLUMNIX DR.

RED PLAINS
PROFESSIONAL, INC.
CIVIL ENGINEERING • GIS • PLANNING • CONSTRUCTION MANAGEMENT

RANDY G. HINDERER
STATE OF WASHINGTON
38704
REGISTERED
PROFESSIONAL ENGINEER
05/21/19

RED PLAINS PROFESSIONAL, INC.
2103 NE 129TH STREET
SUITE 201
VANCOUVER, WA. 98686
TEL: (360) 448-7999
FAX: (360) 258-0274
www.red-plains.com

NO.	DATE	REVISIONS DESCRIPTION

PROJ. 60185
SHT. 7

Z:\PROJECTS\60185 - QUINAULT - TAHOLAH VILLAGE PHASE 1\1.0 CAD\PRODUCTION\NE NEIGHBOR ENGINE PLANS.DWG 4/30/2019 1:48:02 PM bryan.ward

MATCH LINE SEE SHEET 7

MILAAKELS DR.

KELUM DR.

RANCH ROAD

MATCH LINE SEE SHEET 9

BUILDING PAD

setbacks are from roof overhang, NOT foundation wall

4 BD

SEE DETAIL ON THIS SHEET

PC: 2+40.00

PT: 5+54.16

PC: 5+41.71

PC: 8+87.79

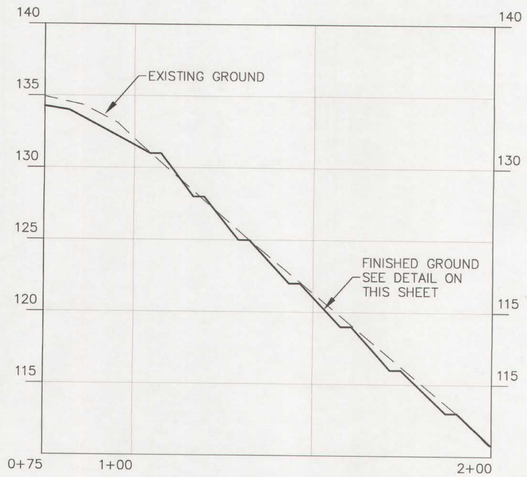
PT: 10+49.76

SEE SHEET 10 FOR SITE GRADING – BIO-SWALE PLAN & PROFILE

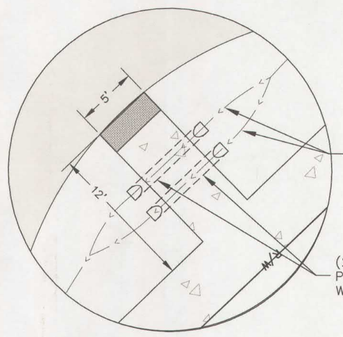
LOT LINE

0' 40' 80' 160'

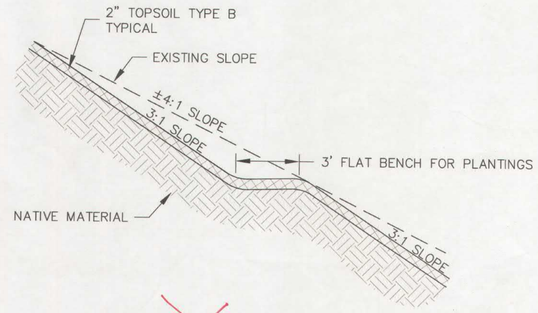
SCALE: 1" = 40'



A–A
BENCHING SECTION
NOT TO SCALE



KELUM DR. SIDEWALK CROSSING
NOT TO SCALE



BENCHING DETAIL
NOT TO SCALE

NE NEIGHBORHOOD

TAHOLAH VILLAGE
QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - MILAAKELS & KELUM DR.

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RANDY G. HINDBERG — STATE OF WASHINGTON — 38704 — REGISTERED PROFESSIONAL ENGINEER
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REVISIONS

NO.	DATE	DESCRIPTION

PROJ. 60185
SHT. 8

Provided to Builders Exchange of WA - Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Grad

MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 8

RANCH ROAD

MILAAKELS DR.

KELUM DR.

POOKWA DR.

PLAPLA DR.

PT: 18+50.17

PC: 18+02.31

PC: 19+50.39

PT: 21+88.21

PC: 21+38.89

PT: 21+16.47

PC: 22+92.88

PT: 23+21.72

PT: 25+94.59

SIMILAR TO TYPICAL CROSSING DETAIL

BUILDING PAD

TOP CUT/TOE OF SLOPE

LOT LINE

MH

2 BD

3 BD

4 BD

0' 40' 80' 160'

SCALE: 1" = 40'

NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - RANCH ROAD & POOKWA DR.

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CIVIL ENGINEERING

RANDY G. HINDERER — STATE OF WASHINGTON — 58703 — REGISTERED PROFESSIONAL ENGINEER

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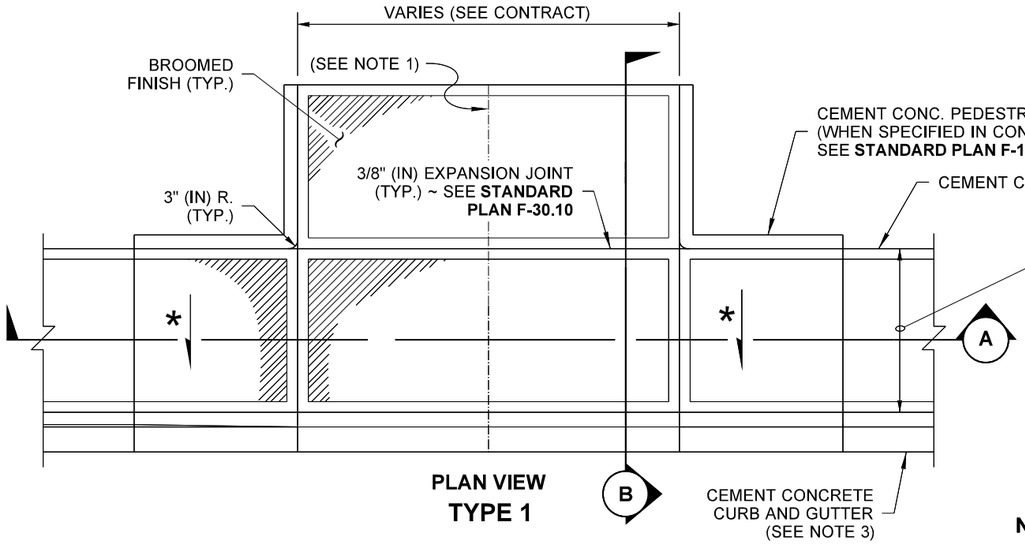
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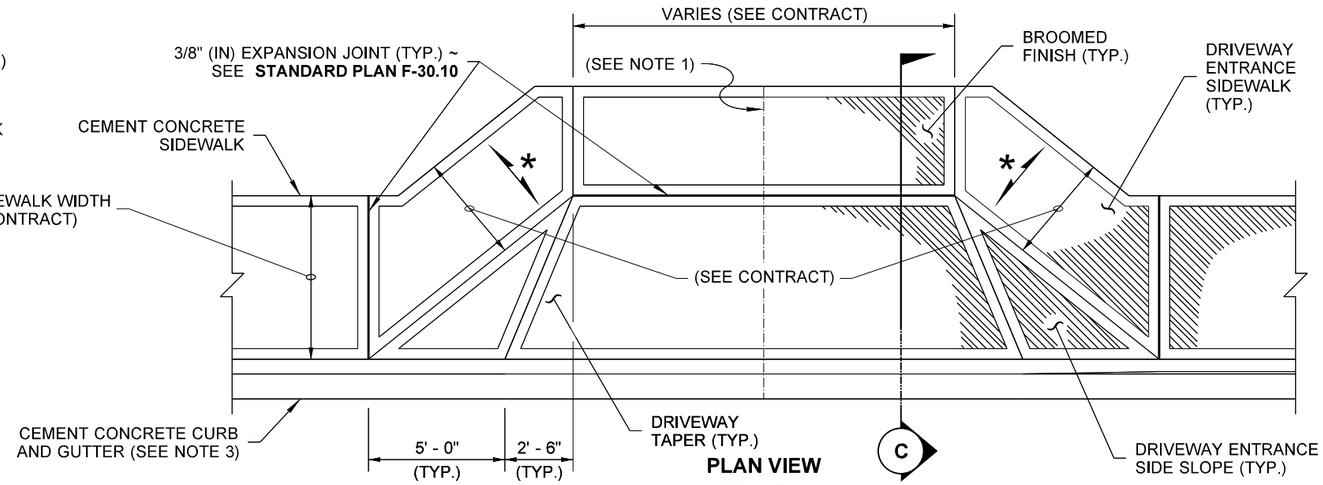
SHT. 9

Provided by Builders Prohibited of WA, Inc. For usage Conditions Agreement see www.bpwa.com Always Verify Soil

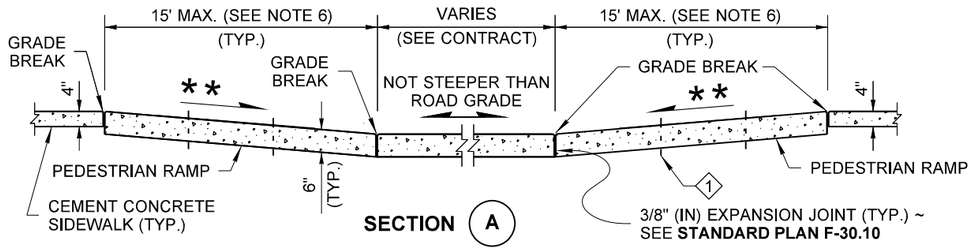
ATTACHMENT B
Driveway Details



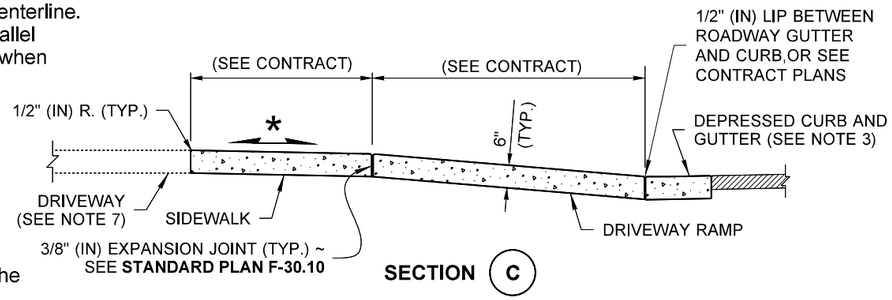
PLAN VIEW
TYPE 1



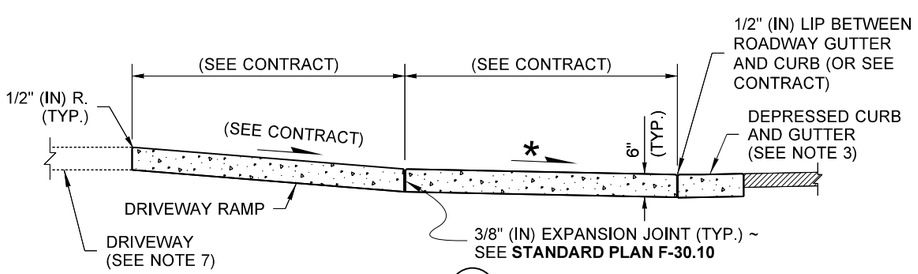
PLAN VIEW
TYPE 2



SECTION A



SECTION C



SECTION B

NOTES

1. When the driveway width exceeds 15' (ft), construct a full depth expansion joint with 3/8" (in) joint filler along the driveway centerline. See **Standard Plan F-30.10.** Construct expansion joints parallel with the centerline as required at 15' (ft) maximum spacing when driveway widths exceed 30' (ft).
2. See **Standard Plan F-30.10** for sidewalk details.
3. Curb and Gutter shown; see the Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb Details.
4. Avoid placing drainage structures, junction boxes or other obstructions in front of driveway entrances.
5. Where "GRADE BREAK" is called out, the entire length of the line between the two adjacent surface planes shall be flush.
6. The Pedestrian Ramp length is not required to exceed15 feet (unless otherwise shown in the Contract Plans). When applying the 15-foot max. length (measured from back of sidewalk) the running slope of the pedestrian ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet.
7. Beyond limits shown. Pay item does not include driveway. See Contract Plans.

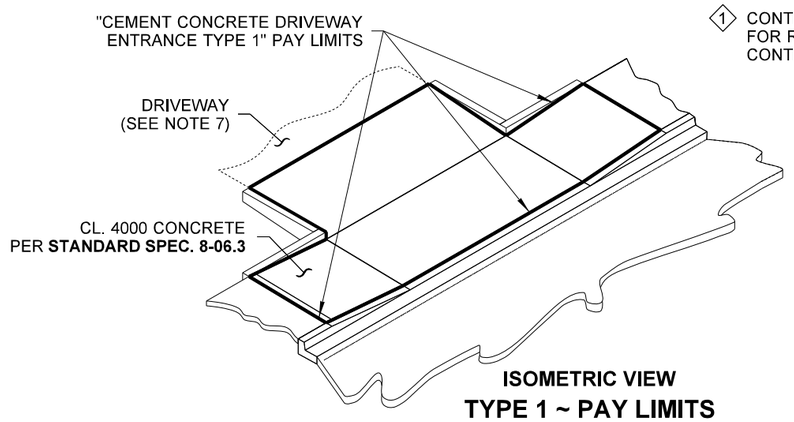
LEGEND

SLOPE IN EITHER DIRECTION

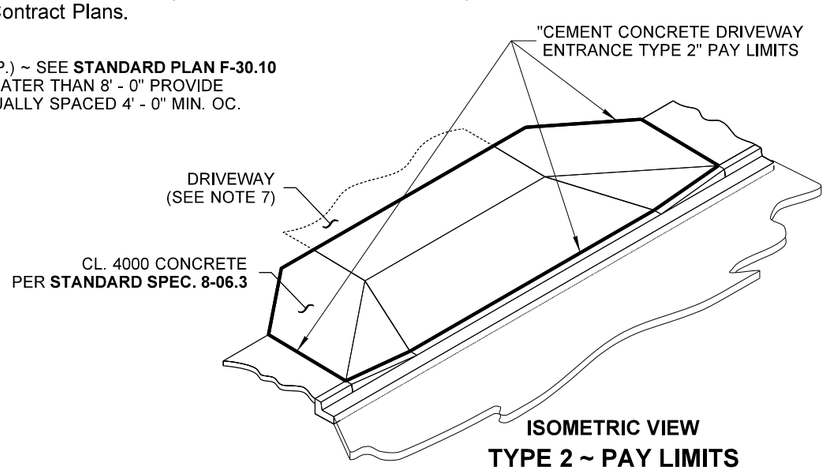
* 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)

* * 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.) (SEE NOTE 6)

1 CONTRACTION JOINT (TYP.) ~ SEE **STANDARD PLAN F-30.10** FOR RAMP LENGTHS GREATER THAN 8' - 0" PROVIDE CONTRACTION JOINT EQUALLY SPACED 4' - 0" MIN. OC.



ISOMETRIC VIEW
TYPE 1 ~ PAY LIMITS



ISOMETRIC VIEW
TYPE 2 ~ PAY LIMITS

R. SCOTT ZELLER
STATE OF WASHINGTON
28680
REGISTERED
PROFESSIONAL ENGINEER

CEMENT CONCRETE DRIVEWAY ENTRANCE TYPES 1, 2, 3, & 4
STANDARD PLAN F-80.10-04

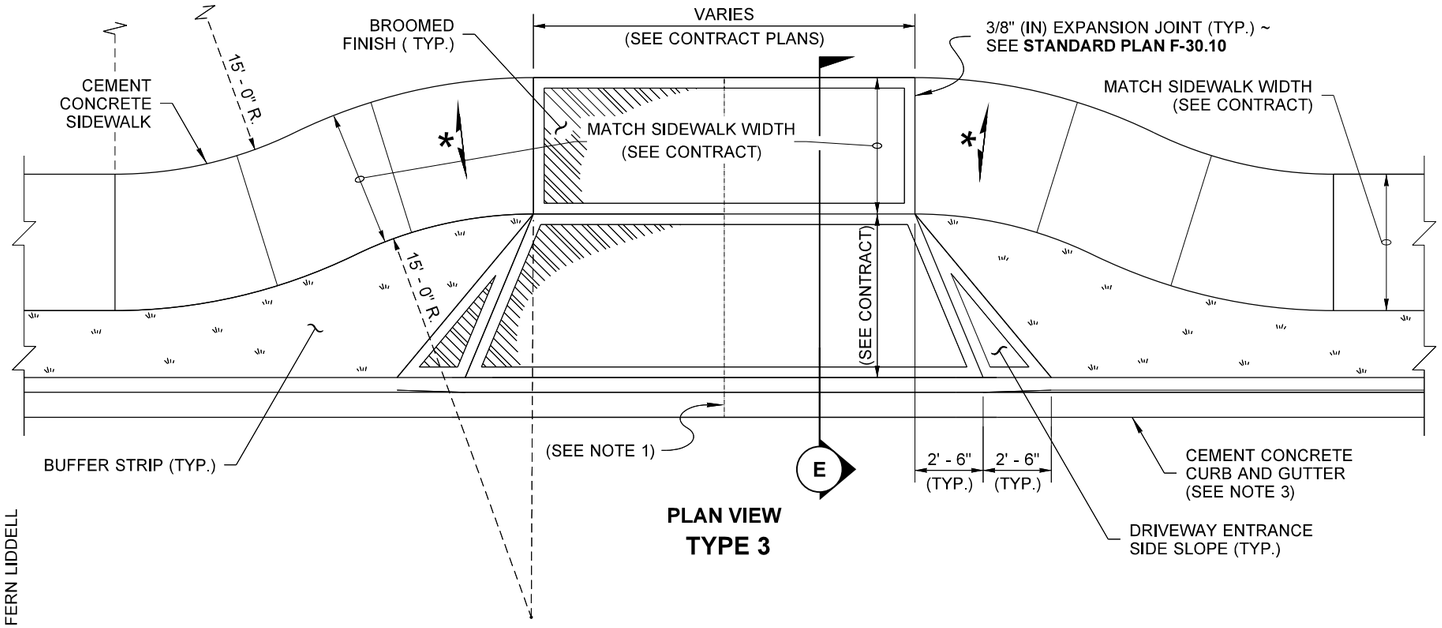
SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION

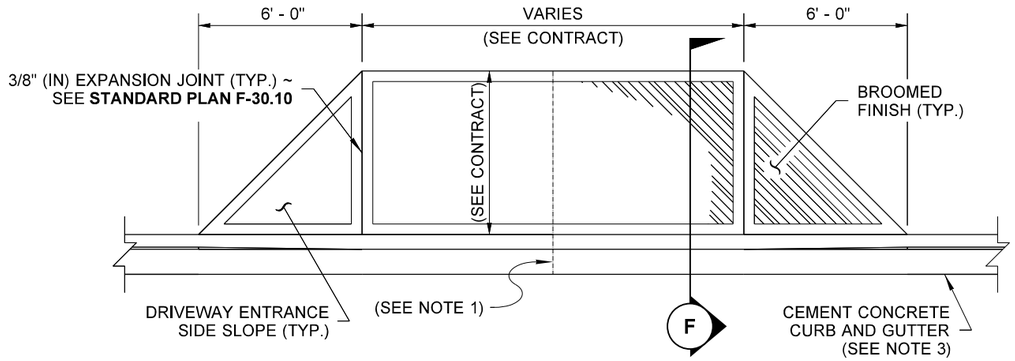
STATE DESIGN ENGINEER

Washington State Department of Transportation

DRAWN BY: FERN LIDDELL



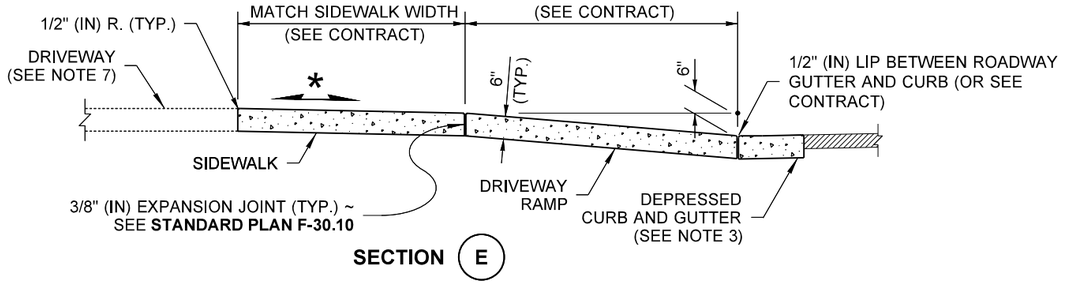
PLAN VIEW
TYPE 3



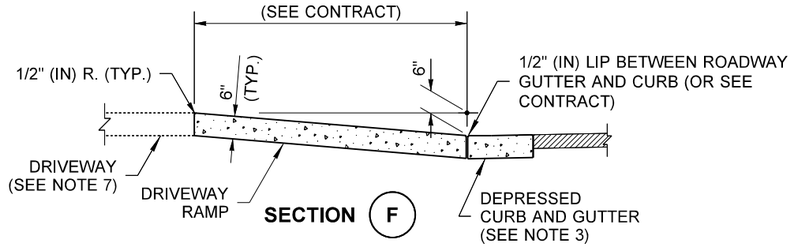
PLAN VIEW
TYPE 4 ✳

✳ THIS ENTRANCE TYPE SHALL NOT BE USED ALONG A PEDESTRIAN ROUTE

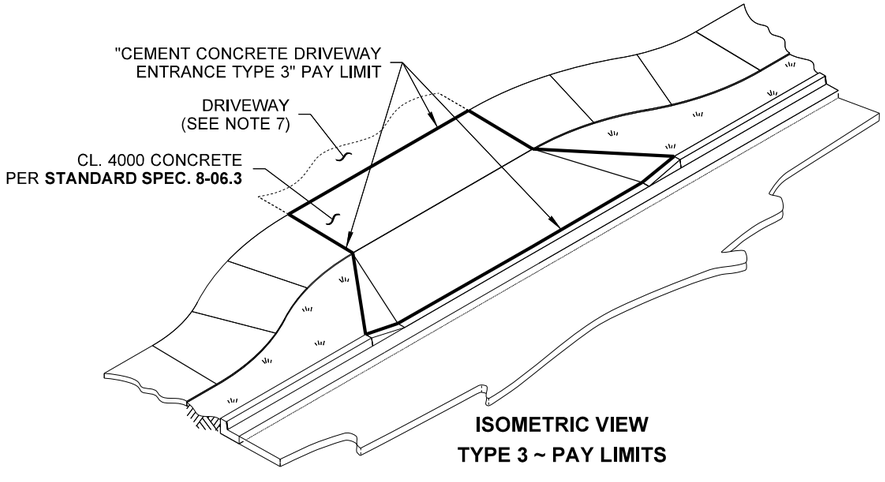
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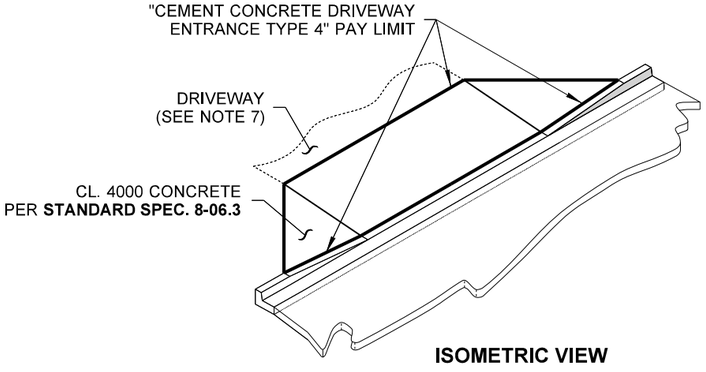
SECTION (E)



SECTION (F)



ISOMETRIC VIEW
TYPE 3 ~ PAY LIMITS



ISOMETRIC VIEW
TYPE 4 ~ PAY LIMITS

R. SCOTT ZELLER
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28680
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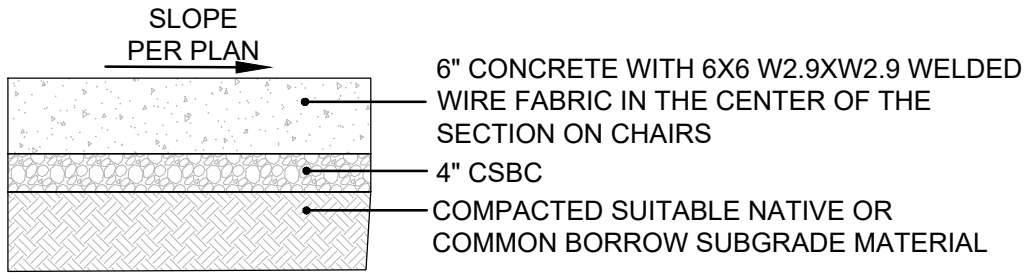
CEMENT CONCRETE DRIVEWAY ENTRANCE TYPES 1, 2, 3, & 4
STANDARD PLAN F-80.10-04

SHEET 2 OF 2 SHEETS

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STATE DESIGN ENGINEER

Washington State Department of Transportation



1 **CONCRETE DRIVEWAY SECTION**

SCALE: NONE

QUINAULT INDIAN NATION
PO Box 189, 1214 AALIS Drive
Taholah, WA 98587

CONSTRUCTION REQUIREMENTS AND STANDARDS

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01-00-00 General Conditions

The Quinault Indian Nation (QIN) has adopted the following building codes, which the Design-Builder is required to follow:

- **2021 International Building Code**
- **2021 International Residential Code**
- **2021 International Fire Code**
- **2015 Washington State Residential Energy Code**
- **2023 NEC**

All work must comply with the Washington Residential Code and any applicable federal, state, and local codes and ordinances.

- **Comply with local setback requirements: Setbacks are from roof overhang.**
    - Front setback: 20 feet
    - Side setbacks: 7 feet
    - Rear setback: 15 feet

The Design-Builder must apply for and obtain all required permits. Quinault shall ensure proper zoning of the building lot to facilitate permitting. Compliance with the permitting process set forth by the Quinault Planning Department, Grays Harbor PUD, and the State of Washington is mandatory. Quinault will pay for permits issued by the Quinault Planning Department. All other permits shall be considered a cost of the work.

The Design-Builder shall provide all architectural and engineering plans with room and home dimensions and submit samples for selections to the QIN office. The Design-Builder must consult with and obtain approval from QIN for any style and material selections as specified in the Proposal/Bid. QIN reserves the right to select interior and exterior color schemes for items such as paint, roofing, siding, trim, gutters, accents, carpet, and flooring from options provided by the Design-Builder.

All work must be completed in accordance with the Geotechnical Report(s) provided. QIN will provide geotechnical site observations and special inspections (concrete, compaction, reinforcing steel, etc.). The Design-Builder shall coordinate all inspections, site observations, and testing.

Project Scope and Responsibilities:

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- The Design-Builder is responsible for all aspects of construction and physical development, ensuring work aligns with plans, designs, and specifications submitted during the Proposal/Bid process.
- The Design-Builder shall engage a Professional Land Surveyor to locate and verify property corners, setbacks, and existing easements. Any discrepancies must be reported to QIN.
- Provide all construction staking.
- Provide as-built documentation of all permanent fixtures and underground utilities in CAD format in NAD 1983 State Plane Washington North FIPS 4601 (US Feet) projected coordinate system. This includes locating building corners, all buried utilities, valves, meters, cleanouts, fencing, etc.
- Provide adequate supervision to professionally manage the project's budget, schedule, trades, and quality.
- The Design-Builder is responsible for keeping the site clean and legally removing waste materials. QIN reserves the right to take over cleanup if standards are not met. Costs associated with cleanup provided by QIN will be charged to the Design-Builder.
- QIN will provide permanent water meters to be set and operational at or before the start of construction. Water and sewer service will be set up in the QIN name and the QIN will pay the utility bills. This water is for incidental use only. Water for dust control, or other high demand use will be the responsibility of the Design-Builder.
- Temporary construction water is the Design-Builder's responsibility.
- This project is in an environmentally sensitive area, and it is a priority of QIN to protect the existing waterways from damage caused by construction. The Design-Builder is responsible for developing, implementing, and maintaining a Storm Water Pollution Prevention Plan (SWPPP) and its associated temporary erosion control measures. The Design-Builder must comply with applicable laws and regulations. If a SWPPP or Notice of Intent (NOI) is not required, the Design-Builder is still required to provide a SWPPP that meets the intent of EPA requirements for the protection of sensitive areas.
- The Design-Builder shall develop and implement a site-specific safety plan that identifies anticipated hazards for all project phases and conduct regular on-site safety meetings.
- Attendance at weekly progress meetings is required, where the Design-Builder must provide updates on budget, safety, schedule, issues, and changes related to the project.
- Weekly trade coordination meetings are also required.

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- All materials must be new, first quality, and defect-free unless approved as salvaged or recycled.

Home Programming and Design Elements:

General:

- The Design-Builder will conduct detailed in-person reviews of the floor plans and features prior to the start of construction. The plan reviews will be held early enough to allow time for modifications to the plan and re-pricing of the homes.
- The 18 homes will be divided into three sizes with at least 2* separate floor plans available for each type and allocated as follows:
    - Seven (7) homes will be 2 bedroom, 2 bathroom, single story.
    - Six (6) homes will be 3 bedroom, 2.5 bath, one or two story.
    - Five (5) homes will be 4 bedroom, 2.5 bath, two story.

  *It is highly recommended to submit more than the minimum number of floor plans per type.

- A primary suite with a private bath and walk-in closet, with a minimum size of 340 square feet.
- Bedrooms should be a minimum size of 110 square feet, including the closet. Bedroom closets should be a minimum of 12 interior square feet, with bifold doors preferred. Bedrooms must have a minimum dimension of 10 linear feet.
- A shared bathroom with a minimum size of 80 square feet, featuring a combination tub/shower, two lavatories, a toilet, and open storage for linens. The toilet and bathtub space may be separated by a pocket door as an option.
- A laundry room on the same floor as the bedrooms (if possible), equipped with an elevated utility sink, base cabinets, and upper cabinets. Upper cabinets are to have a minimum depth of 16 inches, and a built-in full-height storage cabinet. Either a solid surface or plastic laminate countertop is to be provided.
- Each home must include a two-car garage large enough for a full-size light-duty extended cab truck and a full-size family car, with additional space for storage and a water heater.
- Miscellaneous spaces, including a furnace closet and a linen closet.

- A back covered patio, as allowed by site constraints.
- A covered entry, as allowed by site constraints.

Site Design and Landscaping:

- Off-street parking for a recreational vehicle or medium-sized boat is preferred where the site allows. If the lot is narrow an elongated driveway can be used to provide parking.
- Fully landscaped yards are required, including rock beds with plantings at the entry and rear facades and one side of the driveway, along with a minimum of three deciduous trees (1.5"–2.5" caliper).
- Irrigation is **not** required; however, the Design-Builder will provide a connection point with adequate space for a backflow preventer and irrigation controller for installation by the Homeowner.

Submissions and Documentation:

- Provide all documentation requested in the RFP.
- All questions regarding the RFP shall be submitted in writing.
- **A Guaranteed Maximum Price with clarifications and a contingency must be submitted** with the Proposal/Bid and will form part of the contract. Any deviation from the specifications provided in the RFP must be clearly identified in the proposal. If deviations are not listed, it will be assumed that the specifications are accepted as written.
- Product literature will be required to be submitted as part of the construction project. Literature is not required at the time of the proposal/bid unless a substitution or deviation is proposed.

Warranty and Homeowner Information:

- The Design-Builder must provide a complete homeowner information manual, including a finish schedule with specifications (paint, stains, flooring, hardware, etc.), along with warranty details for all products.
- Provide an option for an extended warranty program, including information regarding the warranty program as part of the proposal.

Change Orders and Final Approval:

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- Change orders are for unforeseen circumstances or substantial scope changes only and require approval from QIN and relevant inspections before additional work begins.
- Final payment will be issued upon signing the Certificate of Completion of Work by both the Design-Builder and QIN, along with a full and final lien waiver.

Final Clean Requirements:

General:

- Dust and wipe down all surfaces, including walls, baseboards, moldings, and ceilings.
- Clean all windows, windowsills, screens, and window tracks, ensuring that drain slots are clear.
- Dust and polish all light fixtures, ceiling fans, switches, and outlet covers.
- Vacuum and mop all floors, ensuring carpets are vacuumed and hard surfaces are streak-free.
- Remove protective coverings from windows, appliances, and any remaining stickers or labels, and clean windows, including the weep system and pane tracks.
- Clean interior doors, door frames, and knobs.
- Clean and polish all appliances (inside and out), including the oven, stovetop, microwave, dishwasher, and refrigerator.
- Wipe down cabinets and drawers inside and out, as well as all countertops.
- Polish faucets, sinks, and any other fixtures.
- Sweep and mop floors, ensuring that any protective coverings are removed.

Bathrooms and Utility Rooms:

- Clean and sanitize sinks, toilets, bathtubs, and showers.
- Polish mirrors, chrome fixtures, and hardware.
- Wipe down all tile surfaces, ensuring that grout lines are clean.
- Clean cabinets, drawers, and countertops inside and out.
- Dust shelves and rods and wipe down walls.
- Clean closet doors, tracks, and knobs.

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Bedrooms and Living Spaces:

- Dust and wipe all surfaces including walls, millwork, built-in shelves, closets, and storage areas.
- Clean windows, blinds, and any mirrors or glass surfaces.
- Vacuum and mop floors and polish any hardwood or laminate flooring.

Exterior Final Clean:

- Sweep, remove, drywall mud, paint overspray, dust, and debris, and mop the garage floor.
- Sweep and clean entryways, porches, and steps.
- Remove any construction materials, debris, or waste from the site.

Driveway and Walkways:

- Sweep driveways, walkways, and paths.
- Pressure wash as needed to provide a clean finished and like new appearance.
- Ensure no remaining construction debris or dirt is left on hardscaping.

Landscaped Areas:

- Remove any leftover materials or waste from garden beds and around plantings.
- Sweep or wash down the patios and decks, if applicable.

02-00-00 Existing Conditions

- The Design-Builder shall document the existing site conditions prior to commencing work. Issues not addressed before the start of work will be the full responsibility of the Design-Builder. Below-grade conditions not addressed in the Geotechnical Report and not visible at the surface are not the responsibility of the Design-Builder.
- The Design-Builder shall engage a qualified professional surveyor to position the home on the lot, locate all existing utilities, and perform as-built surveys of all below-grade structures and installations.

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- QIN has provided Geotechnical Reports as part of this RFP. The Design-Builder shall utilize this information, and all construction shall be in accordance with the Geotechnical Engineer's recommendations. Contact information is included in the reports, and the Geotechnical Engineers are available to answer questions during construction. All questions during the RFP period should be directed to Jason Crain of the Wenaha Group at jasonc@wenahagroup.com.
- QIN Utilities will asset in field locates of utility stubs and tie-in locations.

03-00-00 Concrete

- All structural concrete, foundations, and interior slabs will be designed by a structural engineer licensed in the State of Washington who is familiar with local seismic codes and soil conditions. Foundation systems will conform to the provided Geotechnical Report(s) and local building codes.

- Concrete construction shall be in accordance with:

  - **American Concrete Institute (ACI) Code 318**: "Building Code Requirements for Structural Concrete."
  - **ACI 332**: "Guide to Residential Concrete Construction."
  - **Local Building Codes**: Always refer to local building codes and requirements for specific regional conditions (e.g., frost lines, seismic considerations).

- The Design-Builder shall provide a 6-inch reinforced concrete driveway from the street to the garage entry. The width shall match, at a minimum, the exterior width of the garage façade (not the garage door).

- All driveways, patios, and steps shall have an exposed pea gravel aggregate concrete finish. The sidewalks are to have a light broom finish. Formed faces exposed to view will be green rubbed to provide a smooth, clean finish.

- Garage and other interior slabs will receive a hard trowel finish.

- The Design-Builder shall provide concrete sidewalks that are a minimum of 36 inches wide and 4 inches thick from the front entry/porch to the driveway or city street, as well as from the rear entry to the driveway.

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- All concrete will be placed with clean, smooth forms; exposed concrete will be rubbed smooth while green. All ties, plugs, supports, etc., will be removed.

- **The Design-Builder is responsible for grading the yard to achieve a reasonably level, usable area adjacent to the home. This includes cutting and/or filling as necessary to create a stable, "level" surface suitable for basic landscaping, a play area, and safe pedestrian access. ~~Retaining walls or terracing may be required to maintain slope stability and prevent erosion.~~ All grading work should allow for proper drainage away from the home, following local codes and environmental standards to ensure site safety and sustainability.**

- The foundation is to be a crawlspace of placed concrete walls. Bids should include a minimum clear crawl space of 16 inches from the bottom of the floor joist. Adjustments to price shall be made if stipulated by QIN that more courses (exposure) are appropriate. Above-grade exposure may be adjusted according to neighborhood context and design.

04-00-00 Masonry

- Stone or brick veneer is a desired feature as an accent to the façade of the homes. If provided, the veneer should be a high-quality material and wrap any outside corner to provide a clean termination and detail.

05-00-00 Metals

- Concrete is to be steel reinforced according to ACI-318 or as designed by a licensed Structural Engineer.
- Metal railings are acceptable if pre-approved by QIN.

06-00-00 Wood and Plastics

- Trusses and joists shall be designed and manufactured to comply with the 2021 IBC.
- The Design-Builder is to supply and install a pressure-treated sill plate per code (including sill sealer). The Design-Builder shall provide a letter to QIN confirming that such lumber was installed.
- The Design-Builder shall provide backing for all wall-hung materials, including but not limited to cabinets, plumbing fixtures, recessed electrical devices, televisions, shelving,

and building specialties. Hollow wall anchors are not acceptable for supporting wall-hung materials.

- All framing shall be done per code and must be inspected by a QIN Planning Department inspector prior to gypsum wallboard (drywall) installation. Ensure wood framing is plumb and within ¼" over 10 feet for straightness. Replace any warped or damaged studs before proceeding.
- All windows and doors shall have exterior trim to create a positive protrusion beyond siding; they must be sub-flashed and installed and caulked to be weatherproof. All fascia and gutter boards are to be wood with aluminum wrap, or of composite/fiber-cement material.
- All exterior steps with three or more risers shall have a decorative handrail per code.
- Porch columns shall be a minimum of 6 inches in diameter, round, or square posts, wrapped with sheathing and siding to match the primary home siding, primed and painted to match the color scheme.
- Wood railings will be constructed of cedar materials.
- Elevated decks will be constructed of pressure-treated lumber and Timber Tek or equal decking material.
- Siding, including all exterior window trim:
    - Entry soffits and cantilevered soffits to be finished with 1 x 6 T&G pine.
    - All eaves to have open rafter tails.
    - Use stainless nails to install all cement product siding.
    - Confirm details for siding and trim with each plan.
    - All material used for decorative trim shall be free of knot holes and handling damage.
    - Horizontal siding (main house body) shall be 5/16 x 8-1/4 Hardi-Cemplank or approved equal with 7-inch exposure. Install per manufacturer's recommendation.
    - Shingle siding to be Hardi board or approved equal.
    - Board and batten siding to be 4x8 or 4x9 wood-grained cement board, grain to run vertically with batts per plan.
    - All windows, doors, gable vents, outlooks, porch posts, and railing details shall conform to the plan.

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- Cut in gable vent.
- Belly bands shall be provided to ensure proper clearance between cement board and the adjacent ground surface.
- Install ledger at entry as needed.
- Patio banding to be installed at raised foundation wall.
- Outside corners shall be 1x3 or 1x4 primed SPF or cementitious at all locations.
- Inside corners shall be 2x2 primed SPF or cementitious; inside corners at cedar shingles shall be 2x2 cedar.
- If provided, all shutters shall be primed front and back for water protection.
- Light blocks for all surface-mounted exterior lights shall be 7-1/2" x 10".
- Provide and install a 1x primed address block, 6 in by 18 in.
- Entry/Porch beams (sides and bottom) shall be wrapped with 1x primed white wood or cement board.
- Entry Porch Railings (only to be installed when required per code for height; standard plans will not include rails): All material shall be primed white wood. Railing height shall be 36 inches above the porch, with picket spacing at 5 inches on center. Construct as follows: Top rail—2x3 with 1x3 each side; pickets—2x2, 4 inches on center; bottom rail—1x3 each side set 4 inches above the porch. **Note**: If finished grade is 30 inches or more below the porch, railings shall be required. Railings will be 36 inches in height, and clear space between pickets shall not exceed 4 inches.
- Caulk all exterior joints around door and window frames, penetrations, water tables, etc., as necessary to obtain complete watertight and airtight construction using OSI RS 225 Quad formula, paintable, rubber sealant, or equal.
- Caulking shall include joints and nail holes of all exposed trim installed by the framer if over-penetrated. Use flashing per manufacturer's recommendations to flash behind the horizontal joints as opposed to caulking.
- All flashing shall be galvanized 26-gauge metal with a factory baked-on finish. Widths shall be as required. See details/drawings for miscellaneous flashing. The Siding Design-Builder shall flash over all door and window openings that are not directly under roof overhangs when applicable. Install per SMACNA Manual.

- Millwork:

- The trim package shall include paint-grade wood trim throughout the entire house, including closets and workrooms. All base trim shall be a minimum of 4 inches in height, and all door/window casing shall be a minimum of 2-3/4 inches wide.
- Wall caps: All partial-height walls shall receive paint-grade wood wall cap and flat trim.
- Interior stairs shall include a stringer fascia.
- The Design-Builder shall provide and install wooden or wire shelving with clothes rods in all closets, including a shelf over the washer and dryer area and appropriate shelving in any linen closets.
- Provide a wood sill and apron at windows with drywall wrap on 3 sides only (excludes shower areas and stairs).
- Door casing: 1 x 3 legs with 5/4 x 4 header extended 1 inch past the leg on each side. Casing shall have a 3/8-inch jamb reveal.
- Base: 1/2 x 4 inches.
- Base is not required at the base cabinets; trim will be supplied by the cabinet manufacturer.
- Casing on all door openings.
- Mirror wrap in primary and powder bath.

07-00-00 Thermal & Moisture

- The Design-Builder shall provide a minimum of R-38 insulation in the attic and crawl space, and a minimum of R-19 insulation at all exterior wall conditions. Insulation must meet the 2015 WA energy code.
- Install sound batts or blown insulation in the second-floor joist cavity.
- All interior walls between bedrooms and bathrooms shall have unfaced sound batts.
- The Design-Builder shall install a vapor barrier with gravel ballast in the crawl space. Insulate the crawl space exterior walls with rigid extruded polystyrene insulation board, a minimum of 2 inches thick, adhered to the foundation. Insulate the band board around the perimeter of the crawl space.

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- The house shall have solid 7/16-inch sheathing (OSB or plywood) on all exterior walls. All exterior walls shall have either a Tyvek-style air barrier or fanfold insulation installed per manufacturer's specifications prior to siding installation.
- The Design-Builder shall provide a blower test if required by the Energy Code.
- The Design-Builder shall install firestop/caulk as required by code at all penetrations throughout the house.
- The Design-Builder shall install a minimum of 25-year asphalt shingles with ridge vents. Exhaust fan venting shall be direct-connected to roof vents. Shingle style and color selection by QIN. Install roof "boots" as required at all roof penetrations.
- The Design-Builder shall provide all joint sealants as required by code and best practices.
- Crawl spaces shall have appropriate vapor barriers and ventilation.

08-00-00 Openings

- Exterior doors shall be primed by the manufacturer and painted by the Design-Builder to coordinate with the finish plan. Metal- or vinyl-clad, insulated doors with deadbolts. Front and rear door locks shall be keyed alike. The Design-Builder shall provide color/style options that match or complement the exterior color scheme, and the QIN shall select the final color/style.
- Exterior doors shall be supplied with brick molding, weather stripping, anodized bronze thresholds, and matching hinge color.
- **Front door**: Therma Tru S4814-SDLF1LE 3/0x6/8 with replaceable glazing or approved equal.
- **Patio door**: Therma Tru full lite 3/0x6/8 with replaceable glazing or approved equal.
- **Jamb Sill Guard**: Required on all exterior doors that abut an interior finished floor with little or no overhang.
- Provide an electronic/Wi-Fi capable lockset at the entry door.
- All locksets shall be Kwikset or equal. Coordinate color with plumbing fixtures and building specialties.
- All interior doors shall be 3-panel Shaker style with appropriate locksets and door stops. Door hardware shall match the building specialties color scheme.

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- Bi-fold doors shall be installed at bedroom closets. Swing doors shall be used at all storage closets and walk-in closets. Bi-fold doors shall have a fully cased opening with stops.
- Windows shall be for new construction with integral nail fins and fully fused, welded joints on both sash and frame. All windows shall have energy-efficient 7/8-inch double pane glazing and screens. All bedroom windows shall meet egress requirements by code. Install tempered glass in windows as required by code. Windows installed in bathrooms shall have opaque glass. Windows shall meet the following minimum specifications:
- U-Factor of 0.28 or higher
- Energy Star certification for the Pacific Northwest.
- Include screens on operable windows.
- Garage doors shall be 15x8 insulated long panel design, color to be determined, with an automatic opener that is Wi-Fi capable.

09-00-00 Finishes

- Install 1/2-inch gypsum wallboard (drywall) on all walls and 5/8-inch on ceilings. All drywall, including in closets, is to be finished with a light orange-peel texture. Bathrooms and laundry rooms are to have a smooth flat finish throughout.
- Install 5/8-inch RC channel at second-floor joists for improved sound transmission class between 1st and 2nd floors.
- Wet walls and shower surrounds are to receive moisture-resistant (MR) board or better.
- Tiled areas shall have tile backer board installed.
- All drywall is to have a **primer sealer** applied prior to painting to minimize drywall "flash."
- **Interior paint:**
    - General walls to be eggshell finish.
    - Ceilings to be flat finish.
    - Trim to be semi-gloss.
    - Bathrooms and closets to be semi-gloss on all surfaces.
    - Use low or zero VOC Sherwin Williams or approved equal.

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  - One coat of tinted primer and two coats of finish paint.
  - Garage to be level 3 finish with one coat of tinted primer.
- **Exterior paint:**
  - Use Sherwin Williams Duration or approved equal.
  - Minimum of two coats.
- **Flooring:** The Design-Builder shall provide Shaw Builder "**Excalibur Plus**" laminate flooring and "MSI Surfaces, **Trecento**" luxury vinyl tile. Include taped-down corrugated cardboard floor protection.
- All bathrooms receiving (sheet) vinyl flooring shall have appropriate underlayment installed per manufacturer's specifications.

10-00-00 Building Specialties

- The Design-Builder shall provide and install a mailbox located on the latch side of the front entry door or a street side mailbox and post as required by the US Post Office.
- House numbers shall be installed on a 1-inch by 8-inch exterior grade board. House numbers must be appropriately sized at the front and rear entries as required by city ordinance.
- All bathrooms are to have a minimum of two towel bars, a toilet paper holder, and a shower curtain rod (all accessories must have a finish that coordinates with the plumbing and cabinet fixtures). The towel bar must be attached to a 1-inch board that has been primed, painted, and securely attached to framing members. Provide a mirror above the vanity in each bathroom.
- The medicine cabinet must be a minimum of 16 inches by 20 inches with 3 shelves. If the medicine cabinet has a power outlet, it must be GFCI protected.

11-00-00 Equipment

- All appliances shall be Frigidaire or approved equal.
- Primary finish shall be stainless steel.
- Freestanding 30-inch electric range, model number TBD.
- Microwave/Vent Hood: FGMOS1962AF.

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- Dishwasher: FGDPP4515AF.
- Side-by-side refrigerator with ice maker: FFRSC2333AS.
- In-sink garbage disposals are not to be provided.

12-00-00 Furnishings

Cabinets:

Cabinet Box Construction:

- Material: Solid wood or plywood boxes are preferred for durability.
- Standard: 3/4-inch-thick plywood or solid wood for walls, tops, and bottoms. Plywood is typically made of layers of wood veneer, while solid wood can be used for custom, high-end cabinetry.
- Back Panel: A minimum 1/2-inch plywood back panel for wall cabinets to support heavier loads.
- Shelves: Minimum 3/4-inch plywood or wood for shelving to prevent sagging under a load.
- Finish: Interior surfaces are often finished with a durable, easy-to-clean laminate, melamine, or veneer.
- Source/Reference: KCMA (Kitchen Cabinet Manufacturers Association) standards.
- Face Frame and Doors:
- Material: Solid wood (e.g., oak, maple, cherry, birch) is typically used for face frames and doors, providing strength and a high-quality finish.
- Standard Thickness: Doors and drawer fronts should have a minimum thickness of 3/4 inches.
- Type: Doors can be either framed or frameless (also known as European style). Framed doors have a frame around the cabinet opening, while frameless doors offer a sleek, modern look.
- Finish: Doors are commonly finished with wood stains, paints, or laminates for durability and style.
- Source/Reference: ANSI/KCMA A161.1 performance standard.

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Countertops:

- Laminate: Cost-effective, durable, and available in various finishes. Typically, 1.5 inches thick with rounded or beveled edges. Laminate tops are to be provided in secondary bathrooms.
- Solid Surface: Synthetic solid surface materials are non-porous and easy to maintain. Tops must be a minimum of ½ inch with a square finished drop edge to create the appearance of a thicker top. Solid surfaces are to be provided at kitchen countertops, islands, and in the primary suite.
- Edge Treatments: Provide a modern edge detail, consistent across all tops.

Drawer Construction:

- Material: Solid wood or plywood with dovetail joints or rabbet joints for high-end durability.
- Sides and Backs: Made of 3/4-inch plywood or solid wood.
- Bottoms: Minimum 1/4-inch plywood for drawer bottoms, with heavier-duty drawers (e.g., for pots and pans) using 1/2-inch plywood.
- Hardware: Full-extension ball-bearing drawer slides with a minimum load rating of 75 pounds and soft-close mechanisms.

Cabinet Hardware:

- Hinges: Concealed European-style hinges are standard for cabinetry, allowing doors to swing open without visible hardware. They should be adjustable and soft-close for quiet operation. Standard Hinge Sizes: 35mm cup size for concealed hinges.
- Material: Stainless steel or brass for corrosion resistance.
- Drawer Slides: Full-extension slides are the industry standard for accessibility and ease of use. Soft-close mechanisms are preferred for reducing noise and wear over time.
- Handles/Knobs: Material: Stainless steel, brass, or zinc alloy for durability and aesthetics. Size: Knobs typically range from 1 to 2 inches in diameter, while handles can range from 3 to 6 inches in length, depending on design preferences.

Finishes:

- Interior: The inside of cabinets should be finished with melamine or vinyl laminate for easy cleaning and resistance to stains and moisture.
- Exterior: Solid wood doors are typically stained or painted with a durable topcoat such as polyurethane, lacquer, or conversion varnish.

- Source/Reference: ANSI/KCMA standards specify that finishes must withstand high humidity, heat, and impact without degrading.

Installation Standards:

- Mounting: Wall cabinets should be installed with screws that penetrate at least 1.5 inches into wall studs.
- Leveling: Cabinets should be leveled within a tolerance of 1/8 inch per 8 feet to ensure doors and drawers operate properly.
- Environmental Standards:
- Low VOC Finishes: Ensure that any paints, stains, and finishes used on cabinets meet low-VOC (volatile organic compound) requirements to minimize off-gassing and improve indoor air quality.
- Sustainability: Look for cabinets that meet the KCMA Environmental Stewardship Program (ESP) certification, which ensures responsible sourcing and manufacturing practices.

Window Treatments:

- Provide 2-inch polymer faux wood blinds at all windows, with control lift and tilt wand.

22-00-00 Plumbing

General Scope

- The plumbing systems shall be designed and built by the Design-Builder's licensed plumbing Design-Builder, based on approved floor plans.
- All systems must comply with local, state, and national codes, including the International Plumbing Code (IPC) and the National Standard Plumbing Code (NSPC).
- Coordinate with QIN Utilities for connection requirements, inspections, and fees. Meter fees are to be paid by the Design-Builder.
- Existing water pressure is approximately 75 psi. Plumbing systems should be designed to accommodate.

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Water Supply

Materials:

- Provide a minimum 1-inch water supply line.
- Water supply lines shall be sized copper (Type L or M for residential) or PVC/PEX piping.
- Copper pipe for hot and cold water is the standard, with PEX tubing as an approved alternative.
- Provide a water connection and shutoff valve in the garage for a future yard irrigation system.

Shut-off Valves:

- Install ball-type, 1/4-turn shut-off valves at all plumbing fixtures (kitchen, bathroom sinks, toilets, showers, etc.).
- **Main shut-off valve:** A full-flow ball-type shut-off valve shall be installed in the utility room or garage for the entire house, accessible for emergency shutoff.

Meter and Meter Pit:

- The QIN Utilities Department will provide and install all water new water lines, meter and meter pit to the property. The Design-Builder will provide water lines from the meter pit to the home.
- **Backflow Prevention:** Include backflow prevention devices as required by local codes to prevent contamination of the main water supply.

Fixtures

Faucets:

- All faucets to be Delta Classic line or an approved equal (e.g., Kohler, Moen) with finishes available in stainless steel, matte black, or chrome.
- Metal-bodied fixtures are required for all installations.

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Kitchen Sink:

- Install a stainless-steel double-basin sink in the kitchen.
- In-sink garbage disposals are **not** to be provided.
- Provide a “goose neck” style faucet with an integral spray head.

Bathrooms:

- Install Delta Classic line or approved equal plumbing fixtures in all bathrooms, with finishes in stainless, matte black, or chrome.
- **Toilets:** All toilets must be high-efficiency, dual-flush or low-flow models to meet EPA's WaterSense® standards.

Water Heater

- Design-Builder to install tankless water heater that conforms to the 2015 Washington Energy Code.
- **Overflow Protection:** The water heater must be installed with an overflow pan and connected to the drain system as per local building code requirements.
- The heater shall include a pressure-relief valve and comply with Energy Star standards for efficiency.
- **Location:** The water heater shall be installed in the utility room or garage with appropriate clearances for maintenance and safety.
- Provide protective bollards if installed in the garage, as required by building code.

Sewer and Waste Systems

Sewer Line:

- Install new sewer lines using SDR-35 or an approved equivalent.
- An exterior dual cleanout is required at the sewer service line, placed in a location easily accessible for maintenance and inspection.

Vent System:

The vent system shall be designed and installed according to the International Plumbing Code (IPC) and the Uniform Plumbing Code (UPC).

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23-00-00 Mechanical

Ductwork:

- The HVAC system shall include rigid/metal duct supply lines, with return air ducts located in each room to ensure balanced air flow and efficient heating and cooling.
- All ductwork in the crawlspace or unconditioned spaces shall be insulated to prevent energy loss and condensation, meeting the minimum R-value requirements specified by local code.
- Ductwork shall be sealed and pressure tested in accordance with applicable energy codes and shall be pressure and leak tested to 25Pa. Leakage to the outside shall be limited to 4 CFM/100 sf of conditioned space and 8 CFM/100 sf for total leakage.
- Ducts shall be securely suspended or supported and installed to avoid sharp bends or kinks that could restrict airflow.

Air Conditioning System:

- Design-Builder shall supply and install an air source heat pump with electric backup heat. The unit is to be appropriately sized for the home, based on a Manual J load calculation and provide a minimum HSPF rating of 8.2 and a SEER rating of 14.
- The outdoor air conditioner condensing unit shall be bolted securely to a level concrete pad, with adequate clearance around the unit to ensure proper airflow and service access.
- The furnace must be installed in a manner that provides sufficient access for future servicing and maintenance.

Thermostat:

- Design-Builder to supply and install a programmable thermostat compatible with the HVAC system, located in a central area of the home to accurately monitor indoor temperature.
- The thermostat shall have scheduling capabilities to allow energy-efficient heating and cooling settings and be user-friendly for homeowner adjustment.

Ventilation and Combustion Air:

- Design-Builder shall ensure all ventilation and combustion air requirements are met per local codes, including providing adequate fresh air for furnace and air conditioner operation.

- If required, the Design-Builder shall install fresh air intake to bring in outdoor air, with dampers and filters as necessary to maintain indoor air quality and system efficiency.

System Testing and Balancing:

- Upon completion, the Design-Builder shall test and balance the HVAC system to verify proper airflow in all rooms.
- The Design-Builder shall provide documentation that the system meets design specifications for airflow, temperature control, and energy efficiency.

Owner Training:

- Design-Builder to provide a brief training session with the homeowner on operating the thermostat, adjusting system settings, and performing basic maintenance, such as filter replacement.
- Furnish operating manuals, warranties, and maintenance schedules for all installed HVAC equipment.

Warranties:

- Design-Builder to supply manufacturer warranties for all major HVAC components, including the furnace, air conditioning unit, and thermostat.
- Design-Builder shall provide a one-year workmanship warranty covering installation and any repairs due to faulty installation or workmanship.
-

26-00-00 Electrical

General Wiring and Grounding:

- The Design-Builder shall coordinate with PUD for temporary and permanent electrical service on behalf of QIN. The Design-Builder is responsible for completing service application(s) and scheduling with PUD. QIN will pay any PUD fees directly.
- The Design-Builder shall wire the entire home according to the 2023 National Electrical Code (NEC) standards, as well as any additional requirements set forth by QIN.
- For homes with all poly water services, the electrical system must be grounded using two copper grounding rods, professionally installed, and spaced in accordance with code.

- Provide for future generator backup power supply.
  - Install a dedicated **generator-ready panel** or provide space in the main electrical panel for future integration of a generator transfer switch.
  - Provide an **external weatherproof generator connection box** near the main service panel. Connection box must accommodate the generator's anticipated power requirements (e.g. 30-amp or 50-amp inlet).
  - Install a conduit pathway from the generator connection box to the main service panel for ease of future wiring.
  - **Transfer Switch Preparation**:
  - Provide an interlock kit or install a manual transfer switch to allow safe switching between the utility power and the generator.
  - **Labeling**:
  - Clearly label all circuits intended for generator backup and include documentation in the homeowner's manual.

Communication and Entertainment Wiring:

- The Design-Builder shall coordinate with Salish Networks for installation of internet, phone, and cable TV services. Salish Networks will provide all necessary cabling and equipment. The Design-Builder is responsible for the installation of raceways, conduit, and junction boxes, both underground and within the home, to support these connections. **See section 27 for more information.**
- **The Design-Builder is to treat for purposes of coordination, Salish Networks as a subcontractor to the project and will include Salish in all coordination meetings that impact low voltage scope and in all communications regarding the project schedule.**

Lighting:

Interior Lighting:

- All lighting to be integral LED fixtures. LED bulbs are not acceptable.
- Provide one (1) overhead light or fan/light fixture in each room, controlled by a wall switch.
- Install one (1) exhaust fan/light combination fixture in each bathroom to ensure proper ventilation and lighting.
- Provide one (1) wall-mounted vanity light above or beside the mirror in each bathroom.
- Provide recessed can lights in corridors and stairways.

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- Provide one j-box in the ceiling that can support up to 150 lb. load for a Homeowner provided chandler.
- Provide a surface mounted or recessed can light in all closets. Locate bedroom closet light switch adjacent to the closet opening.

Exterior Lighting:

- All lighting to be integral LED fixtures. LED bulbs are not acceptable.
- Install an exterior light at both the front and rear entries of the home, positioned on the latch side of each entry door for optimal illumination and safety.
- Provide one (1) exterior wall-mounted motion sensor light that illuminates the driveway and front yard.
- Provide one (1) exterior wall-mounted motion sensor light that illuminates the portion of the rear yard near the home. (It does not need to light up the entire rear yard)
- All exterior lights must be weatherproof and suitable for outdoor use.

Electrical Outlets and Switches:

- Install electrical outlets according to NEC spacing requirements, with outlets spaced a maximum of 12 feet apart in all living areas and as required in kitchens, bathrooms, and exterior locations.
- GFCI (Ground Fault Circuit Interrupter) outlets are to be installed in all wet areas, including bathrooms, kitchen countertops, garage, and exterior locations, as per code.
- Install AFCI (Arc Fault Circuit Interrupter) breakers in all living areas, bedrooms, and other required areas in compliance with NEC.
- Install outlets and switches in a manner that ensures a clean, flush, and straight finish.
- Provide an outlet adjacent to any data or COAX cable wall box.
- Provide a 120V outlet at the OnQ and Premis panels provided under division 27.
- Provide a dedicated 120v circuit for a future security system.

Appliance Circuits and Dedicated Outlets:

- Provide dedicated circuits and outlets for major appliances, including refrigerator, dishwasher, microwave, washer, and dryer. Outlets must meet NEC and manufacturer requirements for each appliance.
- Provide a dedicated 240V outlet for the electric range and clothes dryer, as specified in the home layout and appliance specifications.

Doorbells and Entry Alarms:

- Install a doorbell system at front entry, with chimes positioned in central locations within the home for audible coverage.
- If specified, pre-wire for a home security system or door sensors, ensuring conduit and power connections are available at each main entry point.

Smoke and Carbon Monoxide Detectors:

- The Design-Builder shall install hardwired smoke detectors with battery backup in each bedroom, in hallways outside sleeping areas, and on each floor level, as required by code.
- Provide carbon monoxide detectors in appropriate locations, especially near bedrooms and fuel-burning appliances, following NEC and local safety code requirements.

Electrical Panel:

- Install an appropriately sized electrical panel with sufficient breaker space for future expansion, in a location that meets NEC clearance and access requirements.
- Label each breaker in the panel clearly for easy identification and maintenance.

Testing and Inspection:

- Conduct all required testing and inspections of wiring, outlets, and fixtures to ensure compliance with NEC and local codes.
- Ensure all circuits are properly grounded and verify that all GFCI and AFCI protection devices are functioning as required.

Owner Orientation and Documentation:

- Upon completion, provide the homeowner with a walkthrough to explain the location and operation of all fixtures, outlets, and safety features.
- Deliver all warranties, installation manuals, and circuit diagrams for future reference, along with a labeled breaker panel and as-built drawings where applicable.

27-00-00 Communication/AV

QIN pre-selected internet provider is _____.
The Design-Builder is to request a quote for communication and A/V scopes from __TBD_____and contract directly with _TBD_____to perform the work.

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Contact:
Chet Jensen
Cjensen@quinault.org

Data and Coax Drops

- Provide and install six (6) data drops and six (6) coax drops at six (6) locations within each home.

Panels

- Provide and install one (1) OnQ panel in each home.
- Provide and install one (1) Premis Box, located adjacent to the electrical service entrance.

Copper Connectivity

- Provide and install all necessary copper connectivity materials per the specifications, including:
  - Patch panels
  - Jacks
  - Faceplates
  - Splitters
  - Connectors

Cable Support

- Install “Open Air” cable supports as needed.

Testing and Documentation

- Provide Copper CAT6/UTP and coax test results for all installed cables to ensure compliance with project standards.

Conduit and Power Requirements

- **Conduit/Innerduct:** A minimum ¾ inch innerduct or conduit is required from each OnQ panel to the house Premis panel. This conduit is to be provided and installed by the Design-Builder.
- **Electrical Outlet:** The OnQ and Premis panel will require a 110V electrical outlet installed at the bottom of the panel. This outlet is to be provided by the Design-Builder.
- Provide a 1" conduit from the ROW connection point to the Premis panel.
- **Power, Telephone, and Broadband Service**
  Provide trenching and install lines or conduit for all utilities, including power, telephone, and TV cable, from utility sources to the house/panel. Exterior broadband conduits will be supplied by Salish Networks and installed by the Design-Builder. Use bedding sand as required by utility providers and install broadband conduits from the connection point in the ROW to the Premis panel adjacent to the electrical service entrance. Perform final backfill of all utility trenches after inspection approval.

28-00-00 Security

- Provide pre-wiring of a home security system and provide a detailed security plan indicating location of wiring hidden behind drywall or in other concealed spaces.
- Wiring should be compatible with current security system technology and provide a connection to the OnQ panel for an internet connection as needed.
- All operable openings should be set up for position sensors. Glass break and motion sensors are not required.
- Exterior sensors are not required.
- Final locations for devices will be verified during the required plan review.

31-00-00 Earthwork

General Requirements
All earthwork shall be performed in compliance with the Geotechnical Report(s) provided in the RFP and in accordance with industry standards and best practices. The Design-Builder is responsible for all sitework materials, including, but not limited to, excavation, fill, backfill, compaction, import materials, and topsoil, ensuring suitability for site conditions as outlined in the Geotechnical Report.

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Equipment Refueling
All equipment refueling must occur off-site or on an approved fuel pad to avoid environmental contamination.

Erosion Control
Take all necessary measures to control erosion, including, but not limited to, installing silt fences, creating rocked entrance/exit pads, spreading straw, sandbagging, and using visqueen where needed.

Site Preparation and Layout
The Design-Builder shall provide a detailed site plan based on the floor plans, with building corners and other key elements located by a licensed surveyor. Review and stake the home location on each lot in accordance with the approved plat plan, ensuring all site features are accurately positioned.

Excavation, Fill, and Backfill
Excavate for foundations, footings, utilities, and any other subsurface elements as specified in the site plan. Place and compact fill and backfill materials using materials approved in the Geotechnical Report. Compaction shall meet the density requirements specified in the report to ensure stable support for foundations and structures. Remove excess material from the site as needed and provide imported materials if required.

Grading and Drainage
Achieve final grading to ensure positive drainage away from the structure, adhering to the approved drainage plan. Provide and maintain necessary grading to prevent pooling or erosion around structures. Topsoil and seeding shall be applied to establish ground cover and stabilize soil in finished areas.

Stormwater and Erosion Control
Install stormwater controls to prevent the discharge of turbid water from the site, complying with local and federal regulations. Implement erosion control measures to stabilize exposed soils, especially in areas subject to runoff or nearby water bodies.

Utility Installation
Install all buried utilities, including sanitary sewer, water, irrigation, foundation drains, storm drainage systems, and communication lines, per the approved site plan. Survey the as-built locations of all buried utilities and submit records in NAD 1983 State Plane Washington North FIPS 4601 (US Feet) coordinate system.

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The Design-Builder shall keep the site clean and free of debris throughout the construction process. Conduct regular site cleanups to prevent material buildup and ensure a safe work environment.

32-00-00 Exterior Improvements

Landscaping

Drainage
The Design-Builder is responsible for ensuring positive drainage for all landscaped areas under their scope of work, maintaining a proper grade to prevent water accumulation.

Splash and Drainage Areas
Install an 18-inch diameter by 2-inch deep, 7/8-inch washed rock splash area around all hose bibs located in landscape bark areas. Along property lines between lots, install a 16-inch wide by 4-inch-deep trench filled with 2-inch drain rock, extending from the front to the back of the lot.

Cleaning and Preparation
Landscapers shall wash all exterior concrete surfaces, including the front porch, walkways, driveway, and patio, following completion of landscape installation. In planting areas with compacted soils exceeding 85% density (or soil density resistant to hand shovel penetration), loosen the soil to an 18-inch depth to promote aeration and root growth across the entire compacted area.

Plant Material Standards and Handling
All plant materials shall conform to current American Association of Nurseryman Standards (ANSI Z60.1). Installation shall be avoided during adverse weather conditions unless approved by the Superintendent. Plant materials not installed within one day of delivery must be heeled-in, kept moist, and protected from extreme weather. Storage and care are the Design-Builder's responsibility.

Tree and Shrub Planting
Tree pits shall be a minimum of two times the diameter of the tree's root mass. Add water tubes for tree plantings in paved areas as directed by the responsible official. Trees shall have a caliper size of 1.5 to 2.5 inches, be symmetrical, and of uniform appearance, size, and structure. Trees and shrubs shall be placed to avoid potential damage to sidewalks or curbing, obstruction of vehicular lines of sight, and interference with street lighting or signage.

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Turf and Seed Mix
Sod turf areas with a low water-use seed mix suitable for the region's climate and soil. Select specific seed types based on soil type, maintenance needs, and intended use of the area.

Plant Material Guarantee and Replacement
Non-irrigated plant materials are guaranteed for a period of 90 days. Irrigated plant materials are guaranteed for one year. Replacement is required if plants lose more than 30% of normal foliage.

Fertilization
All plants shall be fertilized with industry-standard starter fertilizer to promote healthy root development.

Site Cleanliness and Protection
Keep the site clean and orderly, protecting paved areas from dirt and bark. Sweep and clean all paved areas following planting and maintenance activities.

Documentation
A copy of approved landscaping plans must be available on-site at all times. Provide as-built records of all irrigation improvements, including a complete list of all plant materials, with final project documentation.

Soil Preparation
Add topsoil to the subgrade to achieve the required total depth:

- **Lawn areas:** 4 inches average depth, loosened before compaction.
- **Planting bed areas:** 6 inches average depth, loosened before compaction. Compact soil appropriately for planting.
- Establish a ratio of 60% sod to 40% bark for ground cover.

Mulch and Bark Application
Apply a 2-inch depth of fine bark as a top dressing in tree and shrub beds. Install vinyl or steel edging around all mulch areas. Apply a 4-inch depth of fine bark in designated areas.

Maintenance
Maintain landscaping for 90 days to ensure that plants are well-established and thriving.

Fencing
The Design-Builder shall provide 6-foot-tall cedar fencing for the back and side yards. Fence

panel materials shall be a minimum of ¾-inch nominal thickness and 6-inch nominal width. No individual picket shall be less than 4 inches in width. Post and rails will be pressure-treated 4x4s and 2x4s, respectively. All posts will be set in concrete a minimum of 36 inches below finished grade. Concrete shall be domed and troweled for a smooth, free-draining surface. Gates shall be a minimum of 42 inches clear open width between support posts.

The fencing shall be finished with a penetrating semi-transparent oil-based stain that includes UV protection.

33-00-00 Utilities

General: The Design-Builder is responsible for all pressure testing of wet utilities and for all equipment, supplies, and water to perform pressure testing. QIN Utilities will witness testing.

Gravel and Rock

- Provide 1-1/2-inch washed rock for footing drains as specified or required by site conditions.
- Use 2-1/2-inch quarry spall for temporary job-site driveways during construction as needed.
- Use sand or other structural fill material as specified for backfill and site grading.

House Drainage System
Use 3034 PVC rigid pipe for all drainage system components.

Footing Drains: Install 4-inch 3034 PVC rigid perforated drain tile around the perimeter of the foundation footings, covered with a minimum of 12 inches of 1 to 1-1/2-inch washed rock and filter fabric for proper drainage. This is an optional installation based on requirements noted in the provided Geotechnical Reports.

Crawl Space Drainage: Provide a crawl space drain using 4” PVC that terminates at the ditch. Install flapper type check valve to prevent backflow. Do not tie into the downspout drains. Leave the crawl space hand-raked and free of debris.

Downspout Drain Lines: Install a 4-inch 3034 PVC rigid drain line around the house perimeter with grade-level stubs for gutter downspouts. Stubs may use ABS flex type as needed. Verify downspout locations on the plan and adjust stubs before final downspouts are installed to align with the corner downspout detail on the foundation plan.

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Catch Basins: Install 12-inch catch basins with concrete and steel grates if site conditions prevent proper drainage due to lot constraints. Each basin/grate should include a filter.

Sewer Lines
Sewer laterals are stubbed to each lot. Provide all equipment and materials to complete sewer service connections. The Design-Builder is responsible for connecting to the existing sewer laterals. Arrange all necessary inspections through QIN Utilities. Verify sewer elevations prior to starting work. See included as-builts for locations.

Water Line
Water meters are installed on each lot. Install 1" HDPE pipe from the meter pit to the house. See included existing utility plans for initial assumptions regarding water connections.

Backfill Materials
Use fill materials as specified in the included Geotechnical reports for backfill. Notify the Inspector immediately if soil is deemed unsuitable for backfill. Backfill and rough grade all trenches upon completion, ensuring streets and access areas are free from dirt and debris.

Coordination and Inspections
The QIN Utilities Authority will perform visual inspections of underground wet utilities. The Design-Builder is responsible for coordinating all required inspections. Backfill of utilities will occur prior to an approved inspection.

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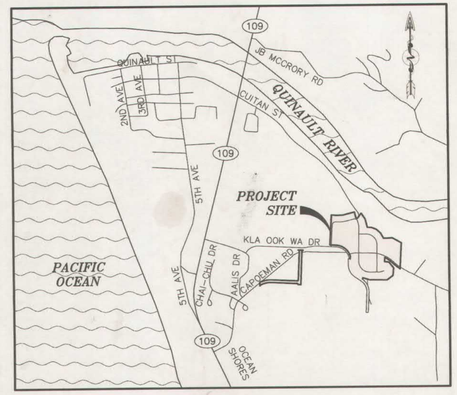
PLANS FOR PROJECT

NE NEIGHBORHOOD

TAHOLAH VILLAGE RELOCATION
LOCATED IN
S1 T21N R13W WM
QUINAULT INDIAN RESERVATION
GRAYS HARBOR COUNTY, WASHINGTON



STATE LOCATION MAP



VICINITY MAP
NOT TO SCALE

PROJECT CONTACT INFORMATION

OWNER:

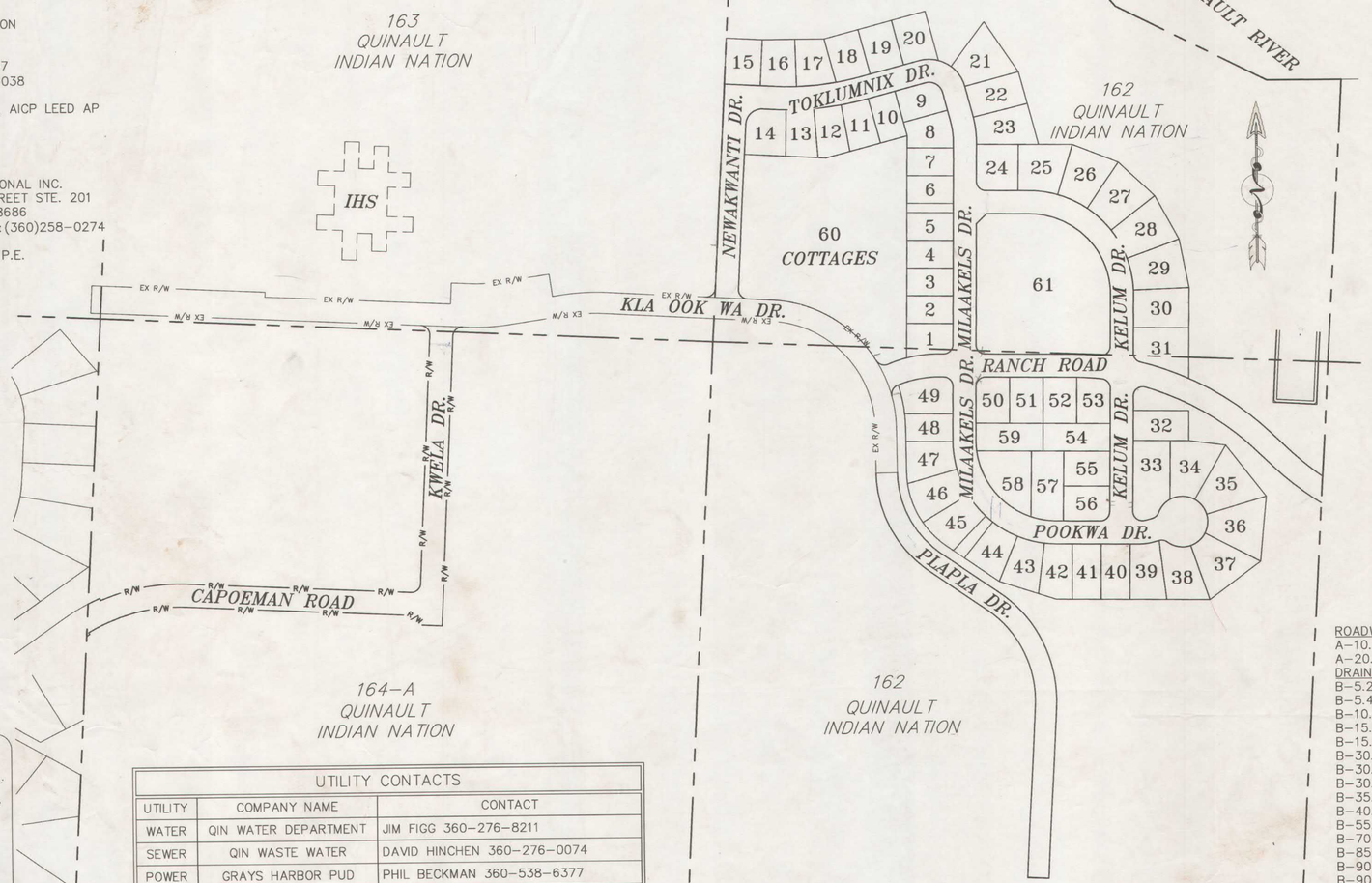
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CONTACT: RANDY HINDERER, P.E.



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6	PLAPLA DRIVE ALIGNMENT AND RIGHT OF WAY
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8	SITE GRADING - MILAAKELS & KELUM DR.
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THE FOLLOWING WASHINGTON DEPARTMENT OF TRANSPORTATION DETAILS WILL BE REQUIRED TO CONSTRUCT THIS PROJECT:

ROADWAY CONSTRUCTION
A-10.10-00
A-20.10-00
DRAINAGE STRUCTURES & HYDRAULICS
B-5.20-02
B-5.40-02
B-10.20-02
B-15.20-01
B-15.60-02
B-30.10-03
B-30.20-04
B-30.90-02
B-35.40-00
B-40.20-00
B-55.20-02
B-70.20-00
B-85.20-00
B-90.10-00
B-90.20-00
B-90.40-01
B-90.50-00

CURBS, SIDEWALKS, AND DRIVEWAYS
F-30.10-03
F-45.10-02
SIGNS AND SIGN SUPPORTS
G-20.10-02
G-24.50-04
G-50.10-03
ROADSIDE & SITE DEVELOPMENT
H-10.10-00
H-60.10-01
SITE PRESERVATION & EROSION CONTROL
I-30.15-02
I-30.20-00
I-30.30-01
I-30.40-01
I-50.20-01
I-80.10-02

UTILITY CONTACTS		
UTILITY	COMPANY NAME	CONTACT
WATER	QIN WATER DEPARTMENT	JIM FIGG 360-276-8211
SEWER	QIN WASTE WATER	DAVID HINCHEN 360-276-0074
POWER	GRAYS HARBOR PUD	PHIL BECKMAN 360-538-6377
PHONE	CENTURYLINK	DEAN JACOBSEN 206 733 5260

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EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

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COVER PAGE

RED PLAINS
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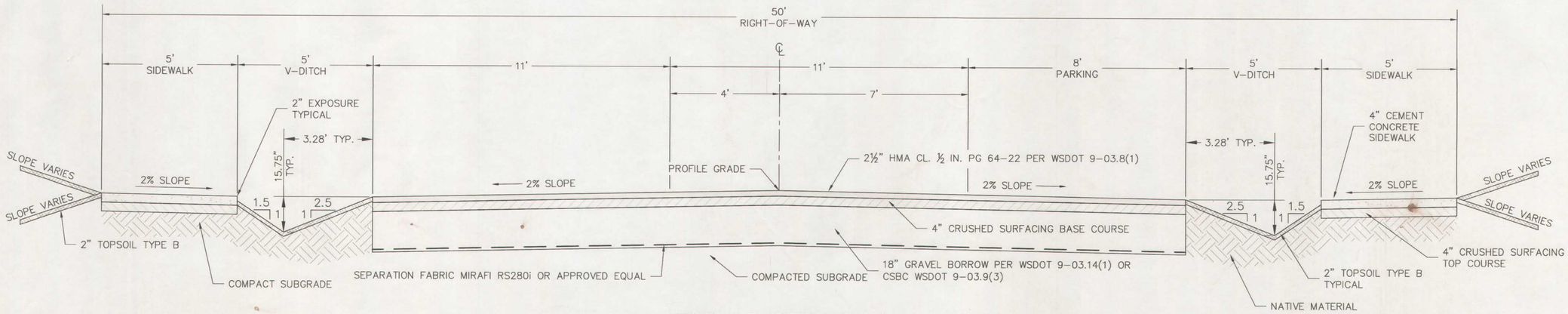
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REVISIONS		
NO.	DATE	DESCRIPTION
	12-23	Revised

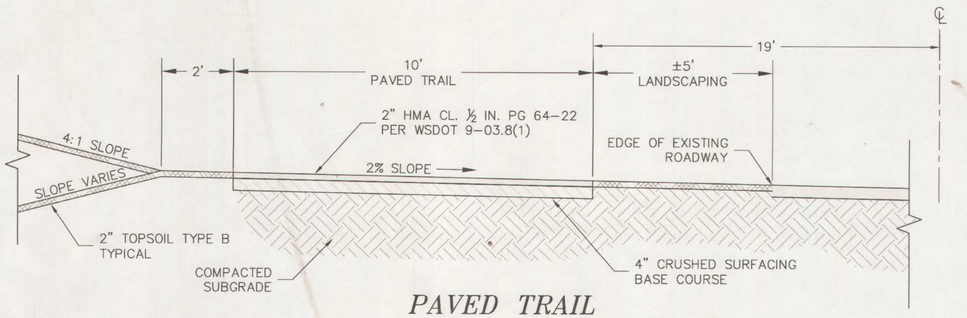
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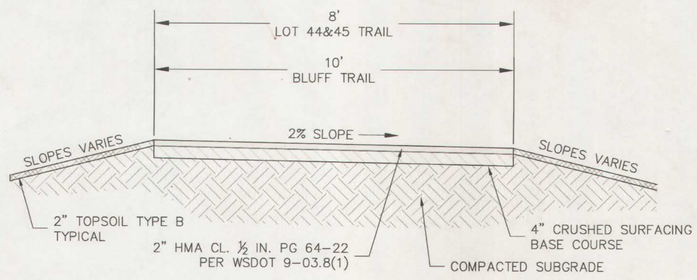
TYPICAL SECTION 1
TOKLUMNIX DRIVE, MILAAKELS DRIVE, POOKWA DRIVE, KELUM DRIVE, RANCH ROAD, CAPOEMAN ROAD, & KWELA DRIVE

NOT TO SCALE



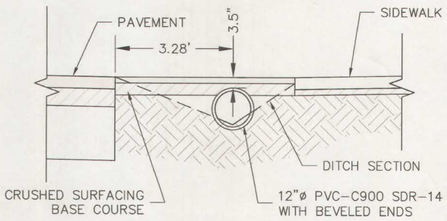
PAVED TRAIL
KLA OOK WA DRIVE
STA: 14+20 TO 17+30 LT

NOT TO SCALE



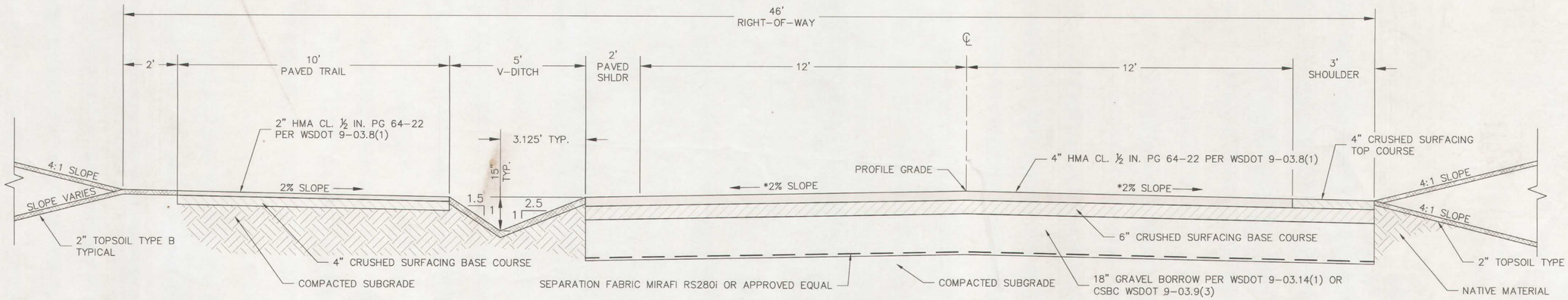
BLUFF TRAIL & LOT 44&45 TRAIL

NOT TO SCALE



TYPICAL DRIVE ENTRY & SIDEWALK CROSSING

NOT TO SCALE



* NORMAL CRWON – SEE PLAN & PROFILE SHEETS FOR SUPERELEVATION DATA.

TYPICAL SECTION 2
PLAPLA DRIVE

NOT TO SCALE

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QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA
TYPICAL SECTIONS

RED PLAINS PROFESSIONAL, INC.
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GENERAL NOTES

ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION 2018 AMENDED JANUARY 7, 2019.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS OF ALL UTILITIES. THIS WORK WILL NOT BE MEASURED OR PAID FOR DIRECTLY BUT WILL BE CONSIDERED A SUBSIDIARY OBLIGATION OF THE CONTRACT. UTILITIES SUCH AS TELEPHONE AND POWER LINES SHALL BE WORKED AROUND. ANY DAMAGE TO THESE UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DO NOT DISTURB EXISTING SURVEY MONUMENTS.

THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE C.O.R. TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE C.O.R.

THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND SUBMITTING A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH WSDOT DETAILS AND THE MUTCD, AND SHALL INCLUDE THE CONTRACTOR'S CONSTRUCTION SEQUENCING PLAN.

ACCESS TO THE IHS HEALTH CLINIC SHALL REMAIN OPEN DURING CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIGNING AND MAINTENANCE OF TRAFFIC DETOURS DURING CONSTRUCTION IN ACCORDANCE WITH WSDOT AND MUTCD STANDARDS AND SPECIFICATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL QUALITY CONTROL WORK IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION REQUIREMENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING MATERIALS SOURCES FOR THIS PROJECT AND MEETING ALL REQUIREMENTS OF DIVISION 9 OF THE WSDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SECURING ALL PERMITS FOR THE USE OF THE SOURCE AND PROVIDING COPIES OF THE DOCUMENTS TO THE PROJECT C.O.R.

THE CONTRACTOR SHALL USE ACTUAL FIELD STAKED CULVERT LENGTHS THAT HAVE BEEN RECORDED IN A PIPE BOOK. THE CULVERT LENGTHS SHALL BE CALCULATED DURING THE "CONSTRUCTION SURVEY AND STAKING" PORTION OF THE PROJECT. THE CULVERT LENGTHS AND FINAL LOCATIONS (INCLUDING SKEW ANGLE) SHALL BE APPROVED BY THE PROJECT C.O.R. PRIOR TO THE CONTRACTOR ORDERING THE CULVERT MATERIALS.

THE DESIGN FEATURES INCLUDING HORIZONTAL AND VERTICAL ALIGNMENTS, TYPICAL SECTIONS, APPROACHES, AND TURNOUTS SHOWN ON THESE DESIGN PLANS SHALL NOT BE ALTERED OR MODIFIED IN ANY WAY DURING CONSTRUCTION WITHOUT PRIOR APPROVAL OF THE ENGINEER. DRAINAGE STRUCTURES SHALL BE INSTALLED AS SHOWN ON THE PLANS WITH ONLY MINOR CORRECTIONS IN LOCATION, SKEW, LENGTH AND/OR ELEVATIONS AS NEEDED TO FIT FIELD CONDITIONS AS DETERMINED BY THE C.O.R.

CHANNEL EXCAVATION, DITCH BLOCKS, DIKES, "V" DITCHES AND FURROW DITCHES WILL NOT BE MEASURED DIRECTLY FOR PAYMENT, BUT WILL BE CONSIDERED A SUBSIDIARY OBLIGATION OF THE CONTRACT.

ORIENTATION OF ECCENTRIC CONES AND FLAT SLAB TOP MANHOLE SECTIONS WILL BE DETERMINED IN THE FIELD BY THE C.O.R..

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS FROM THE COUNTY OR STATE IF WORK IS TO BE PERFORMED WITHIN THEIR RIGHT-OF-WAY PRIOR TO ANY CONSTRUCTION ACTIVITIES.THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR LICENSES FROM THE TRIBAL GOVERNMENT IF WORK IS TO BE PERFORMED WITHIN THEIR TRIBAL LAND PRIOR TO ANY CONSTRUCTION ACTIVITIES.

THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND EXPENSE FOR DISPOSAL OF TRASH AND/OR CONSTRUCTION DEBRIS AND UNSUITABLE EXCAVATION MATERIAL. THIS WORK SHALL BE INCIDENTAL OBLIGATIONS OF THE CONTRACT.

THE CONTRACTOR SHALL READ AND MAKE CAREFUL EXAMINATION OF THE PLANS, SPECIFICATIONS, QUANTITIES AND MATERIALS BEFORE MAKING A BID. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL ERRORS RESULTING FROM THE FAILURE TO MAKE SUCH AN EXAMINATION. ANY INFORMATION DERIVED FROM THE MAPS, PLANS, SPECIFICATIONS, PROFILES, DRAWINGS OR FROM THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FROM ANY RISK OR FROM FULFILLING THE TERMS OF THE CONTRACT.

NO WORK SHALL BE PERFORMED OUTSIDE OF THE DESIGNATED CONSTRUCTION LIMITS WITHOUT THE APPROVAL OF THE C.O.R. NO WORK SHALL BE PERFORMED OUTSIDE THE DESIGNATED RIGHT-OF-WAY OR CONSTRUCTION EASEMENTS WITHOUT PRIOR APPROVAL FROM THE QUINAULT INDIAN NATION.

THE CONTRACTOR SHALL EITHER ADOPT THE TESC PLAN INCLUDED IN THE PLAN SET OR DEVELOP A NEW TESC PLAN. IF THE CONTRACTOR ADOPTS THE CONTRACTING AGENCY TESC PLAN THE CONTRACTOR SHALL MODIFY THE TESC PLAN TO MEET THE CONTRACTOR'S SCHEDULE, METHOD OF CONSTRUCTION, AND TO INCLUDE OFF-SITE AREAS THAT WILL BE USED TO DIRECTLY SUPPORT CONSTRUCTION ACTIVITY SUCH AS EQUIPMENT STAGING YARDS, MATERIAL STORAGE AREAS, OR BORROW AREAS.

EXISTING CULVERTS, ROADSIDE SIGNS, OR OTHER IMPROVEMENTS DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.

ASPHALT AND BASE COURSE MATERIALS REMOVED OR MILLED FROM WITHIN THE PROJECT MAY BE RE-USED WITHIN THE PROJECT, SUBJECT TO COMPLIANCE WITH THE PLANS AND SPECIFICATIONS AND WITH THE APPROVAL OF THE ENGINEER. MATERIAL NOT USED IN THE PROJECT SHALL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE DISPOSED OF BY THE CONTRACTOR IN A MANOR APPROVED OF BY THE C.O.R.

CONTRACTOR TO FOLLOW RECOMMENDATIONS FOR EARTHWORK OUTLINED IN THE GEOTECHNICAL REPORT DATED JUNE 19, 2018, BY SOUTH SOUND GEOTECHNICAL CONSULTING.

PRIOR TO THE RELOCATION OF EXISTING UTILITIES AS NOTED ON THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANY.

AFTER COMPLETION OF ALL ITEMS SHOWN ON THESE PLANS AND BEFORE ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL OBTAIN A "PUNCH LIST" PREPARED BY THE C.O.R. DETAILING REMAINING ITEMS OF WORK TO BE COMPLETED. ALL ITEMS OF WORK SHOWN ON THESE PLANS SHALL BE COMPLETED TO THE SATISFACTION OF THE C.O.R. PRIOR TO ACCEPTANCE OF THE WATER SYSTEM, STORM DRAIN SYSTEM, AND SANITARY SEWER SERVICE.

A COPY OF THESE APPROVED PLANS AND APPLICABLE SPECIFICATIONS AND DETAILS SHALL BE MAINTAINED ON-SITE BY THE GENERAL CONTRACTOR AT ALL TIME DURING CONSTRUCTION.

ALL CONSTRUCTION SURVEYING SHALL BE PERFORMED UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR OR PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF WASHINGTON.

ANY MONUMENTS DAMAGED OR DISTURBED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN WASHINGTON STATE WITH A CFEDS CERTIFICATION.

DURING CONSTRUCTION, ALL ROADS ADJACENT TO THIS PROJECT SHALL BE KEPT CLEAN OF ALL MATERIAL DEPOSITS RESULTING FROM ON-SITE CONSTRUCTION, AND EXISTING STRUCTURES AND IMPROVEMENTS SHALL BE PROTECTED.

CERTIFIED RECORD DRAWINGS ARE REQUIRED PRIOR TO PROJECT ACCEPTANCE.

LEGEND

XXXXXXXXXXXXXXXXXXXXXXXXXXX	DEMOLITION LINE
— > — > — > — > —	℄ DITCH/SWALE
— X — X — X — X —	FENCE
FO FO	FIBER OPTIC LINE
G G	GAS LINE
OHE OHE	OVERHEAD POWER LINE
	PAVEMENT SAWCUT
R/W R/W R/W	RIGHT OF WAY
	ROADWAY CENTERLINE
	SECTION LINE
SS SS	SEWER LINE (SSWR)
STM STM	STORM SEWER LINE (STRM)
TUG TUG	TELEPHONE UNDERGROUND
	TOE SLOPE/TOP CUT LINE
UGE UGE	UNDERGROUND ELECTRICAL
W W	WATER LINE (WL)
	EXISTING EDGE OF ASPHALT
	BOLLARD
	DRAINAGE FLOW ARROW
E	ELECTRICAL VAULT
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
~####	LOT ADDRESS
	GUY WIRE
	POWER POLE
S	SANITARY SEWER MANHOLE (SMH)
	SEWER LATERAL
D	STORM SEWER MANHOLE (SDMH)
	SIGN
T	TELEPHONE PEDESTAL
WV	WATER VALVE
	WATER METER
	EXISTING PIPE CULVERT
	PROPOSED PIPE CULVERT
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	EXISTING CONCRETE

ABBREVIATIONS

A.B.C	AGGREGATE BASE COURSE
ALIGN	ALIGNMENT
BFS	BEGIN FULL SUPER
BLDG	BUILDING
BM	BENCH MARK
BNC	BEGIN NORMAL CROWN
BVCS	BEGIN VERTICAL CURVE STATION
BVCE	BEGIN VERTICAL CURVE ELEVATION
C&G	CURB AND GUTTER
℄ OR CL	CENTERLINE
CONC.	CONCRETE
COR OR C.O.R.	CONTRACTING OFFICER REPRESENTATIVE
CP	CONTROL POINT
CRL	CONSTRUCTION REFERENCE LINE
CTSM	CONTINGENT SUM
C.Y.	CUBIC YARD
DR.	DRIVE
EA.	EACH
EFS	END FULL SUPER
EG	EXISTING GRADE
EL OR ELEV.	ELEVATION
EOA	EDGE OF ASPHALT
ENC	END FULL SUPER
EVCS	END VERTICAL CURVE STATION
EVCE	END VERTICAL CURVE ELEVATION
EX	EXISTING
FT.	FEET
FG	FINISHED GRADE
℉ OR FL	FLOW LINE
GFL	GUTTER FLOW LINE ELEVATION
H.P.	HIGH POINT
HORZ.	HORIZONTAL
LVC	LENGTH OF VERTICAL CURVE
L.F.	LINEAR FEET
L.P.	LOW POINT
LT	LEFT
MTN.	MOUNTAIN
N/A	NOT APPLICABLE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
UGG	UNDERGROUND GAS
TUG	TELEPHONE UNDERGROUND
RT	RIGHT
RTE.	ROUTE
ROW OR R/W	RIGHT OF WAY
SEC.	SECTION
SPD	SPECIAL DITCH
STA.	STATION
STR.	STRUCTURE
S.Y.	SQUARE YARD
TRANS.	TRANSITION
T.C.C.	TEMPORARY CONSTRUCTION EASEMENT
VERT.	VERTICAL
WP	WORK POINT

NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

GENERAL NOTES & LEGEND

RED PLAINS PROFESSIONAL, INC.
CIVIL ENGINEERING • GIS • PLANNING • CONSTRUCTION MANAGEMENT

RANDY G. HINDBERG — STATE OF WASHINGTON — 36704 — REGISTERED PROFESSIONAL ENGINEER
05/21/19

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SANITARY SEWER GENERAL NOTES

1. ALL SEWERS SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE WSDOT STANDARDS. ALL SEWER INSTALLATION WORK SHALL BE DONE IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.
2. ALL SEWER PIPE SHALL BE PVC SEWER PIPE CONFORMING TO ASTM D-3034, SDR-35 FOR PIPE SIZES 15-INCHES AND SMALLER, UNLESS OTHERWISE NOTED. TRENCHING, BEDDING, AND BACKFILL SHALL BE IN ACCORDANCE WITH WSDOT STANDARDS. MINIMUM COVER ON PVC SHALL BE 3.0 FEET.
3. SANITARY SEWER MAINS SHALL BE 10 FEET AWAY FROM BUILDING FOUNDATIONS AND/OR ROOF LINES.
4. ALL PUBLIC SANITARY SEWER MAINS SHALL BE PRESSURE TESTED PRIOR TO ACCEPTANCE BY THE QIN WASTE WATER DEPARTMENT. PRESSURE TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE QIN WASTE WATER DEPARTMENT DIRECTOR OR AUTHORIZED REPRESENTATIVE. PRIOR TO ROADWAY PAVING, ALL SANITARY SANITARY PIPES SHALL PASS A LOW PRESSURE AIR TEST. THE PRESSURE TEST SHALL BE DONE PER WSDOT STANDARD SPECIFICATIONS.
5. ALL PUBLIC SANITARY SEWER MAINS SHALL BE VIDEO INSPECTED PRIOR TO ACCEPTANCE BY THE QUINAULT INDIAN NATION (QIN). DEFLECTIONS IN PIPE CAUSING PONDING GREATER THAN 1-INCH SHALL BE REJECTED AND WILL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE. BEFORE FINAL ACCEPTANCE, THE QIN SHALL REQUIRE ALL SEWER LINES TO BE INSPECTED BY THE USE OF A TELEVISION CAMERA, UTILIZING QIN WASTE WATER DEPARTMENT APPROVED PRIVATE INSPECTION SERVICES

   THE FOLLOWING WORK SHALL BE COMPLETED BEFORE THE CONTRACTOR CAN PERFORM THE INITIAL TELEVISION CAMERA WORK:
   - PLACEMENT OF APPLICABLE PIPE, BALLAST, BEDDING, AND BACKFILL MATERIAL.
   - COMPLETION OF ALL APPLICABLE CHANNELS AND GROUT WORK.
   - DEBRIS REMOVAL, CLEANING, AND FLUSHING OF ALL APPLICABLE PIPES AND STRUCTURES.

   THE TELEVISION INSPECTION REQUIREMENTS SHALL INCLUDE THE PROVISIONS OF:
   - A COLOR TELEVISION CAMERA WITH A PAN AND TILT CAPACITY IN ORDER TO VIEW ALL MAIN LINES, LATERAL LINES, AND STRUCTURES INCLUDING CHANNELS.
   - A 1-INCH REFERENCE BALL TO BE MOUNTED TO THE CAMERA IN ORDER TO DRAG ALONG THE BOTTOM OF THE PIPE DURING THE ENTIRE INSPECTION PROCEDURE. ANY PONDING OVER 1-INCH SHALL BE REPAIRED AT NO COST TO THE TRIBE AND TO THE SATISFACTION OF THE QIN.

   THE FOLLOWING TELEVISION VIDEO INSPECTION AND REPORT SHALL BE PROVIDED TO THE QIN WASTE WATER DEPARTMENT:
   - A DVD WHICH ENCOMPASSES THE LIMITS OF THE INSPECTION AREA AND INCLUDING ALL REFERENCE DATA AS DESCRIBED HEREIN. A DVD REFERENCE TIME AND DATE FOR THE START OF EACH RUN SHALL ALSO BE INDICATED.
   - A WRITTEN REPORT SHALL BE PROVIDED CORRESPONDING TO THE VIDEO INSPECTION AND INCLUDING ALL REFERENCE DATA AS DESCRIBED HEREIN. THE REPORT SHALL CONSIST OF A WRITTEN NARRATIVE OF ALL DISTINCTIVE PIPE CONDITIONS, INCLUDING PONDING AREAS IN EXCESS OF ¼ INCH.

WATER PLAN GENERAL NOTES

1. ALL BIOLOGICAL TEST SAMPLES SHALL BE TAKEN BY QIN WATER DEPARTMENT STAFF OR APPROVED REPRESENTATIVE.
2. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES IN IMPROVED ROADWAYS AND 42 INCHES OF COVER ELSEWHERE.
3. CONTRACTOR SHALL MAINTAIN WATERLINE SERVICES TO ALL USERS FOR DURATION OF THE PROJECT.
4. PIPE OF DISTRIBUTION WATER MAINS SHALL BE PVC-C900 SDR-18 PRESSURE RATED PIPE OR APPROVED EQUAL. PIPE OF TRANSMISSION WATER MAINS SHALL BE HDPE SDR-9 PRESSURE RATED OR APPROVED EQUAL.
5. CONNECTIONS TO EXISTING WATER MAINS SHALL BE WET TAPS THROUGH A TAPPING TEE AND TAPPING VALVE AND SHALL BE MADE BY A CONTRACTOR PRE-APPROVED BY THE QIN WATER DEPARTMENT. THE TAPPING SLEEVE SHALL BE EPOXY COATED FABRICATED STEEL, STAINLESS STEEL SLEEVES SHALL ONLY BE USED ON AC PIPE. THE QIN WATER DEPARTMENT SHALL APPROVE THE TIME AND LOCATION FOR THESE CONNECTIONS.
6. ALL WATER MAINS AND APPURTENANCES SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATIONS. CONTRACTOR TO NOTIFY QIN AND C.O.R. 48 HOURS IN ADVANCE OF TESTING.
7. FIRE HYDRANT ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATIONS AND SETTING TYPE B CONFIGURATION AS SHOWN IN WSDOT STANDARD PLANS.
8. VALVE MARKER POSTS SHALL BE INSTALLED WHERE VALVE BOXES ARE HIDDEN FROM VIEW OR IN UNPAVED AREAS. VALVES IN UNPAVED AREA SHALL HAVE A 2'X2'X4" CONC. PAD PLACED AROUND THE VALVE BOX PER DETAIL SHEET 53.
9. RESILIENT SEATED WEDGE GATE VALVES SHALL BE USED FOR ALL WATER MAINS 12 INCHES IN DIAMETER AND SMALLER. BUTTERFLY VALVES SHALL BE USED FOR MAINS GREATER THAN 12 INCHES IN DIAMETER.
10. PIPE FITTING FOR WATER MAINS AND VALVES SHALL BE MECHANICAL JOINT DUCTILE IRON CONFORMING TO AWWA SPECIFICATIONS C111-72.
11. TRENCHING, BEDDING, AND BACKFILL FOR WATER MAINS SHALL BE IN ACCORDANCE WITH WSDOT STANDARD DETAIL.
12. PIPE OF WATER SUPPLY MAIN SHALL BE HIGH-DENSITY POLYETHYLENE PE3408 CONFORMING TO MINIMUM CELL CLASS 345464 C, D OR E PER ASTM D3350. PIPE DIAMETER SHALL BE DUCTILE IRON PIPE SIZE PER TABLE 7 AND TABLE 8 OF ANSI/AWWA C 906. PIPE PRESSURE CLASS SHALL BE AS LISTED IN TABLE 9 OF ANSI/AWWA C 906 FOR DR 9 PE3408 MATERIAL.

SUGGESTED CONSTRUCTION SEQUENCE FOR PHASE #1 NE NEIGHBORHOOD WATER LINE:

1. BUILD THRUST COLLARS OR THRUST BLOCKS TO RESTRAINT EXISTING WATER LINE AT TIE-IN LOCATIONS:
   A. NEAR TOKLUMNIX DR AND MILAAKELS DR INTERSECTION.
   B. START OF TOKLUMIX DR.
   C. WEST OF THE EXISTING VALVE AT INTERSECTION OF RANCH RD AND KLA OOK WA DR.
2. INSTALL HOT TAP VALVE TO EXISTING WATER LINE NEAR TOKLUMNIX DR AND MILAAKELS DR INTERSECTION.
3. INSTALL INLINE VALVE SOUTH OF THE HOT TAP AT TOKLUMNIX DR/MILAAKELS DR INTERSECTION.
4. BUILD 10" WATER LINE DOWN TOKLUMNIX DR AND CONNECT TO WATERLINE IN NEWAKWANTI DR AT THE CROSS FITTING IN THE TOKLUMNIX DR/MILAAKELS DR INTERSECTION, ONLY INSTALL REDUCER AND GATE VALVE FOR ROAD MILAAKELS DR. INSTALL THE REST OF MILAAKELS DR WATERLINE ONCE THE EXISTING WATERLINE ON MILAAKELS DR IS NO LONGER IN SERVICE AND THE BYPASS ON MILAAKELS DR IS COMPLETE.
5. PRESSURE TEST AND DISINFECT WATER LINE ON MILAAKELS DR.
6. OPEN HOT TAP VALVES TO PUT MILAAKELS DR WATER LINE IN TO SERVICE.
7. CLOSE INLINE VALVE AT TOKLUMNIX DR/MILAAKELS DR INTERSECTION.
8. CLOSE EXISTING VALVE AT RANCH RD AND KLA OOK WA DR INTERSECTION.
9. REMOVE EXISTING WATER SYSTEM BETWEEN CROSS FITTING AT TOKLUMNIX DR/MILAAKELS DR AND EXISTING VALVE DESCRIBED IN THE PREVIOUS STEP.
10. INSTALL NEW WATER SYSTEM DOWN MILAAKELS DR, POOKWA DR, KELUM DR, AND RANCH RD.
11. PRESSURE TEST AND DISINFECT WATER LINES.
12. OPEN VALVES AT THE INTERSECTIONS OF RANCH RD/KLA OOK WA DR AND TOKLUMNIX DR/MILAAKELS DR INTERSECTION.

PAY ITEM NOTES:

PREPARATION:

1. CONTRACTOR TO COORDINATE REMOVAL OF EXISTING TIMBER AND SLASH PILES FROM SITE WITH OWNER.
2. EXISTING DRAINAGE STRUCTURES TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
3. PAY ITEM INCLUDES THE REMOVAL AND DISPOSAL OF TWO (2) EXISTING 75,000 GAL. WATER TANKS.
4. PAY ITEM TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE C.O.R.

GRADING:

5. ALL EARTHWORK QUANTITIES ARE NET QUANTITIES, AND DO NOT INCLUDE SHRINKAGE, OR SWELL FACTORS.
6. WHEN NATIVE SAND AND GRAVEL MATERIAL IS FOUND TO BE SUITABLE PER GEOTECHNICAL REPORT, MATERIAL MAY BE SUBSTITUTED FOR GRAVEL BORROW AS APPROVED BY GEOTECHNICAL ENGINEER SSGC 253-973-0515.
7. PRICE BID TO INCLUDE WATERING FOR DUST CONTROL.

DRAINAGE:

8. PRICE BID TO INCLUDE PLACING TYPE B SOIL.

STORM SEWER:

9. PRICE BID TO INCLUDE GRATES AND FRAME OR LIDS AS SPECIFIED ON THE PLANS UNLESS OTHERWISE NOTED.

SANITARY SEWER:

10. BID PRICE TO INCLUDE END MARKERS.

WATER LINES:

11. BID PRICE TO INCLUDE FITTINGS FOR WATER METER CONNECTION AND METER BOX W/ LID.

HOT MIX ASPHALT:

12. QUANTITY ESTIMATED AT 145.2 LB/C.F.

EROSION CONTROL AND PLANTING:

13. QUANTITY ESTIMATED AT 31 ACRES.

TRAFFIC:

14. QUANTITY TO BE USED FOR OBTAINING A UNIT PRICE ONLY AND DOES NOT REFLECT AN ESTIMATED QUANTITY FOR THE PROJECT. CONTRACTOR TO COORDINATE SIZE AND PLACEMENT OF CONDUITS AT INTERSECTIONS WITH UTILITY COMPANIES.

OTHER ITEMS:

15. PAY ITEM APPLIES TO TRENCHING FOR SEWER AND STORM SEWER ONLY.

QUANTITIES LIST

ITEM NO.	STD. ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	NOTES
		PREPARATION			
1	0001	MOBILIZATION	1	L.S.	
2	0025	CLEARING AND GRUBBING	31	ACRE	1
3	0050	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	1	L.S.	2, 3
4	0120	REMOVING ASPHALT CONC. PAVEMENT	294	S.Y.	4
5	6488	EROSION CONTROL AND WATER POLLUTION PREVENTION	1	L.S.	
6	7038	ROADWAY SURVEYING	1	L.S.	
		GRADING			
7	0310	ROADWAY EXCAVATION INCL. HAUL	94,098	C.Y.	5
8	0421	GRAVEL BORROW INCL. HAUL	10,943	C.Y.	6
9	0470	EMBANKMENT COMPACTION	50,799	C.Y.	7, 8
		DRAINAGE			
10	1025	DITCH EXCAVATION	178	C.Y.	8
11	1054	GRATE INLET TYPE 2	1	EACH	
12	1173	DRAIN PIPE 12 IN. DIAM.	120	L.F.	
13	1085	QUARRY SPALLS	17	C.Y.	
14	SP	CONCRETE CURB LEVEL SPREADER	80	L.F.	
		STORM SEWER			
15	3090	CATCH BASIN TYPE 1L	8	EACH	9
16	3091	CATCH BASIN TYPE 1	3	EACH	9
17	3105	CATCH BASIN TYPE 2 48 IN. DIAM.	9	EACH	9
18	SP	12" X 15" TRENCH DRAIN	72	L.F.	
19	3602	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	81	L.F.	
20	3603	CORRUGATED POLYETHYLENE STORM SEWER PIPE 15 IN. DIAM.	279	L.F.	
21	3607	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	882	L.F.	
22	3608	CORRUGATED POLYETHYLENE STORM SEWER PIPE 24 IN. DIAM.	1,238	L.F.	
		SANITARY SEWER			
23	3080	ADJUST MANHOLE	4	EACH	
24	3152	TESTING SEWER PIPE	7,666	L.F.	
25	3765	PVC SANITARY SEWER PIPE 4 IN. DIAM.	2,331	L.F.	10
26	3766	PVC SANITARY SEWER PIPE 6 IN. DIAM.	46	L.F.	
27	3767	PVC SANITARY SEWER PIPE 8 IN. DIAM.	2,969	L.F.	
28	3768	PVC SANITARY SEWER PIPE 10 IN. DIAM.	1,158	L.F.	
29	3769	PVC SANITARY SEWER PIPE 12 IN. DIAM.	1,162	L.F.	
30	7360	MANHOLE 48 IN. DIAM. TYPE 1	22	EACH	
31	7360	MANHOLE 48 IN. DIAM. TYPE 3	9	EACH	
		WATER LINES			
32	3838	BLOWOFF ASSEMBLY	1	EACH	
33	3844	TAPPING SLEEVE AND VALVE ASSEMBLY 10 IN.	3	EACH	
34	3846	HYDRANT ASSEMBLY	13	EACH	
35	3854	HYDRANT EXTENSIONS	3	L.F.	
36	3858	SERVICE CONNECTION 1 IN. DIAM.	58	EACH	11
37	SP	HDPE PIPE FOR WATER MAIN 4 IN DIAM	2,113	L.F.	
38	3934	PVC PIPE FOR WATER MAIN 6 IN. DIAM	430	L.F.	
39	3935	PVC PIPE FOR WATER MAIN 8 IN. DIAM	4,383	L.F.	
40	3936	PVC PIPE FOR WATER MAIN 10 IN. DIAM	2,080	L.F.	
41	1252	GATE VALVE 4 IN.	2	EACH	
42	6155	GATE VALVE 6 IN.	14	EACH	
43	6160	GATE VALVE 8 IN.	11	EACH	
44	6162	GATE VALVE 10 IN.	6	EACH	
45	6243	ADJUST VALVE BOX	2	EACH	
46	SP	CHECK VALVE 10 IN.	1	EACH	
47	SP	3'-6" X 3'-6" X 3'-3" UTILITY VAULT	1	EACH	
		SURFACING			
48	5095	CRUSHED SURFACING BASE COURSE	3,078	C.Y.	
49	5115	CRUSHED SURFACING TOP COURSE	173	C.Y.	
50	1085	QUARRY SPALLS	16	C.Y.	
		HOT MIX ASPHALT			
51	5767	HMA CL. 1/2 IN. PG 64-22	3,597	TON	12
52	6511	HMA SAWCUT AND SEAL	112	L.F.	
		EROSION CONTROL AND PLANTING			
53	6488	EROSION CONTROL AND WATER POLLUTION PREVENTION	1	L.S.	13
		TRAFFIC			
54	6856	PAINTED CROSSWALK LINE	360	S.F.	
55	6858	PAINTED STOP LINE	135	L.F.	
56	6890	PERMANENT SIGNING	1	L.S.	
57	6949	CONDUIT PIPE 4 IN. DIAM.	1,000	L.F.	14
58	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	
		OTHER ITEMS			
59	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	7,072	C.Y.	15
60	7041	BOLLARD TYPE 1	6	EACH	
61	7054	DETECTABLE WARNING SURFACE	200	S.F.	
62	7055	CEMENT CONC. SIDEWALK	3,923	S.Y.	
63	7530	CONSTRUCTION GEOTEXTILE FOR SEPARATION	21,892	S.Y.	
64	7728	MINOR CHANGE	1	CALC	
65	SP	LANDSCAPING	1	L.S.	
66	9605	CONNECTION TO DRAINAGE STRUCTURE	3	EACH	

NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SUMMARY OF QUANTITIES

RED PLAINS PROFESSIONAL • ENGINEERING • GIS • PLANNING • CONSTRUCTION MANAGEMENT

STATE OF WASHINGTON
RANDY G. HINDERER
23704
REGISTERED
PROFESSIONAL ENGINEER
05/21/19

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VANCOUVER, WA. 98686
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FAX: (360) 258-0274
www.red-plains.com

REVISIONS

NO.	DATE	DESCRIPTION

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SHT. 4

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NE NEIGHBORHOOD

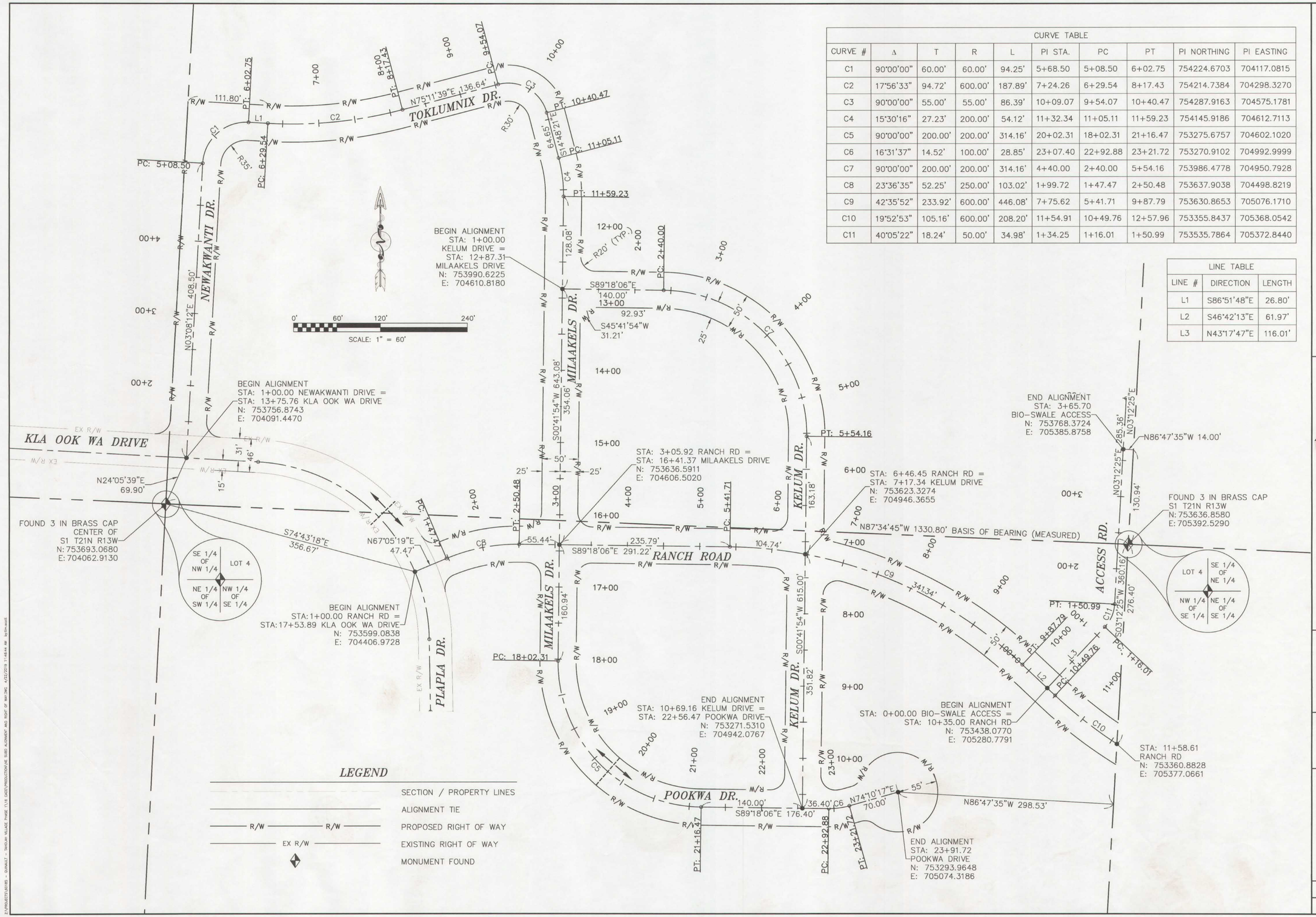
TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

NE SUBD ALIGNMENT AND RIGHT OF WAY

CURVE TABLE									
CURVE #	Δ	T	R	L	PI STA.	PC	PT	PI NORTHING	PI EASTING
C1	90°00'00"	60.00'	60.00'	94.25'	5+68.50	5+08.50	6+02.75	754224.6703	704117.0815
C2	17°56'33"	94.72'	600.00'	187.89'	7+24.26	6+29.54	8+17.43	754214.7384	704298.3270
C3	90°00'00"	55.00'	55.00'	86.39'	10+09.07	9+54.07	10+40.47	754287.9163	704575.1781
C4	15°30'16"	27.23'	200.00'	54.12'	11+32.34	11+05.11	11+59.23	754145.9186	704612.7113
C5	90°00'00"	200.00'	200.00'	314.16'	20+02.31	18+02.31	21+16.47	753275.6757	704602.1020
C6	16°31'37"	14.52'	100.00'	28.85'	23+07.40	22+92.88	23+21.72	753270.9102	704992.9999
C7	90°00'00"	200.00'	200.00'	314.16'	4+40.00	2+40.00	5+54.16	753986.4778	704950.7928
C8	23°36'35"	52.25'	250.00'	103.02'	1+99.72	1+47.47	2+50.48	753637.9038	704498.8219
C9	42°35'52"	233.92'	600.00'	446.08'	7+75.62	5+41.71	9+87.79	753630.8653	705076.1710
C10	19°52'53"	105.16'	600.00'	208.20'	11+54.91	10+49.76	12+57.96	753355.8437	705368.0542
C11	40°05'22"	18.24'	50.00'	34.98'	1+34.25	1+16.01	1+50.99	753535.7864	705372.8440

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S86°51'48"E	26.80'
L2	S46°42'13"E	61.97'
L3	N43°17'47"E	116.01'



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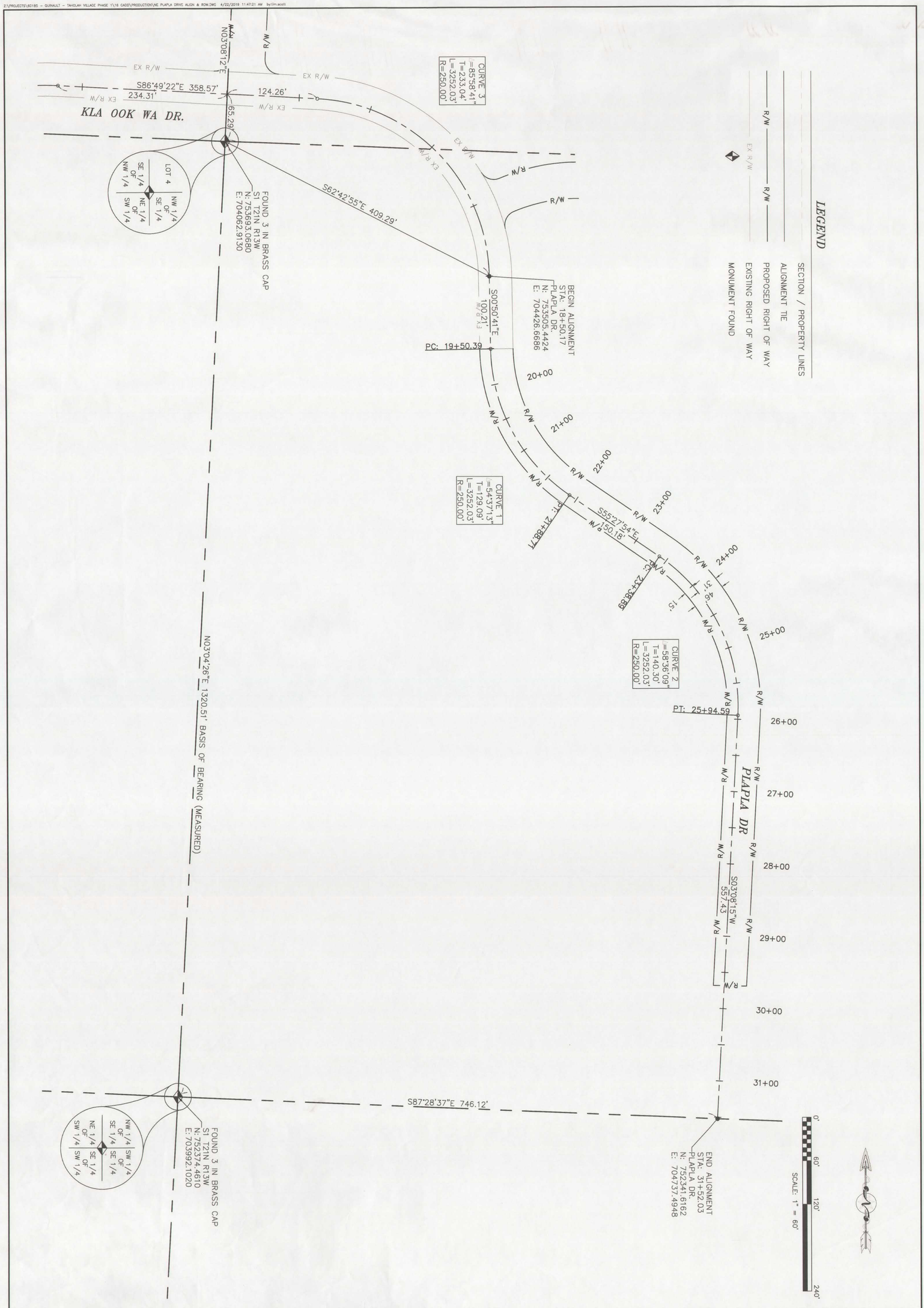
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NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

PLAPLA DRIVE ALIGNMENT AND RIGHT OF WAY

Record

NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - NEWAKWANTI & TOKLUMNIX DR.

SCALE: 1" = 40'

TOP CUT/TOE OF SLOPE

SECTION LINE

END BLUFF TRAIL
5+80.16 171.19' LT

BUILDING PAD

CURVE
Δ=17°56'33"
T=79.72'
L=1177.68'
R=505.00'

CURVE
Δ=90°00'00"
T=45.00'
L=1177.68'
R=45.00'

BEGIN BLUFF TRAIL
9+91.20 25.00' LT

TOKLUMNIX DR.

NEWAKWANTI DR.

KLA OOK WA DRIVE

BEGIN KLA OOK WA DR.
PAVED TRAIL
14+20.64 29.00' LT

END KLA OOK WA DR.
PAVED TRAIL
17+38.23 29.00' LT

MILAAKELS DR.
MATCH LINE SEE SHEET 8

RANCH RD.
MATCH LINE SEE SHEET 9

CENTER THE SIDEWALK RAMP AT THE MIDPOINT OF THE ROADWAY RETURN.

10 LF 12"ø PVC–C900 SDR–14 CULVERT WITH BEVELED END TREATMENT

DITCH FLOWLINE

DETECTABLE WARNING SURFACE PER AS SHOWN ON WSDOT STANDARD PLANS F–45.10–02

TYPICAL SIDEWALK CROSSING

NOT TO SCALE

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RANDY G. HINDERER
STATE OF WASHINGTON
38704
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PROFESSIONAL ENGINEER
05/21/19

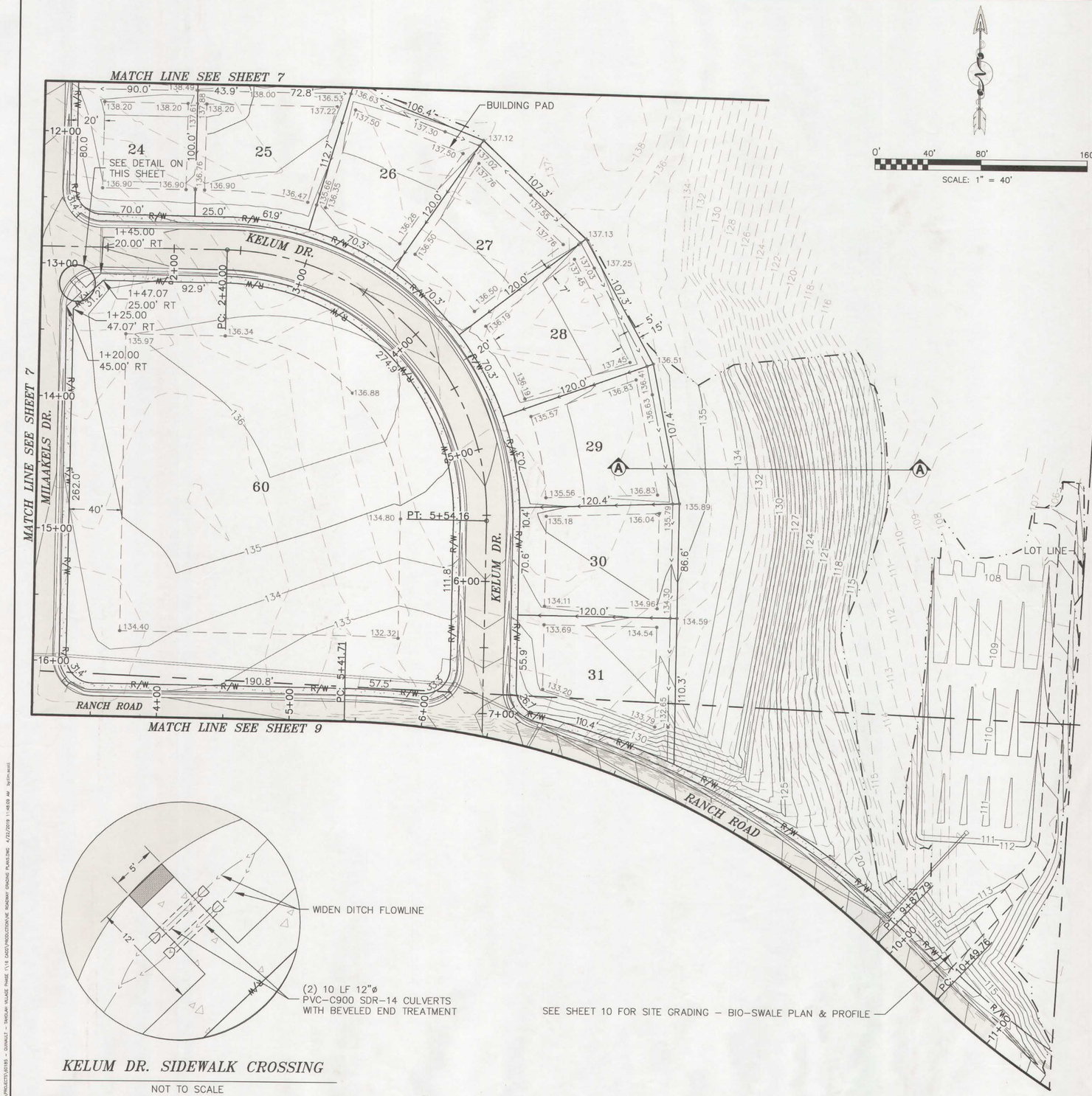
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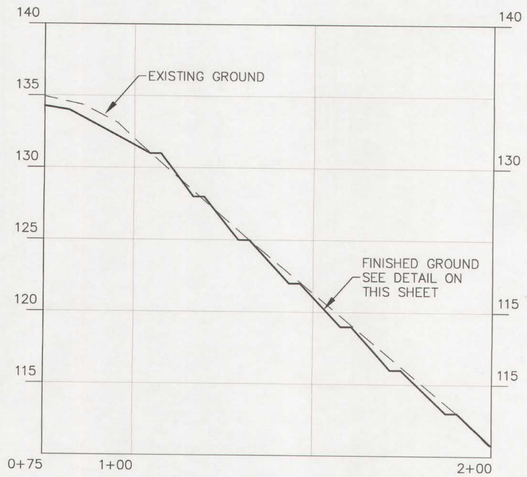
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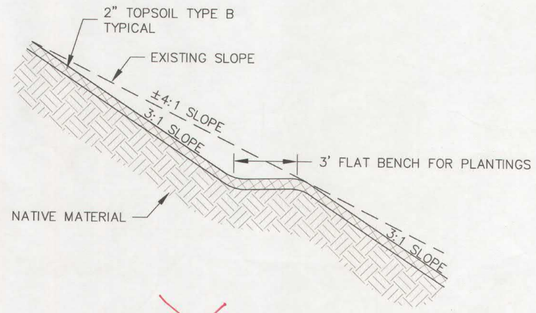
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A–A
BENCHING SECTION
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KELUM DR. SIDEWALK CROSSING
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BENCHING DETAIL
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TAHOLAH VILLAGE
QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - MILAAKELS & KELUM DR.

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RANDY G. HINDBERG — STATE OF WASHINGTON — 38704 — REGISTERED PROFESSIONAL ENGINEER
05/21/19

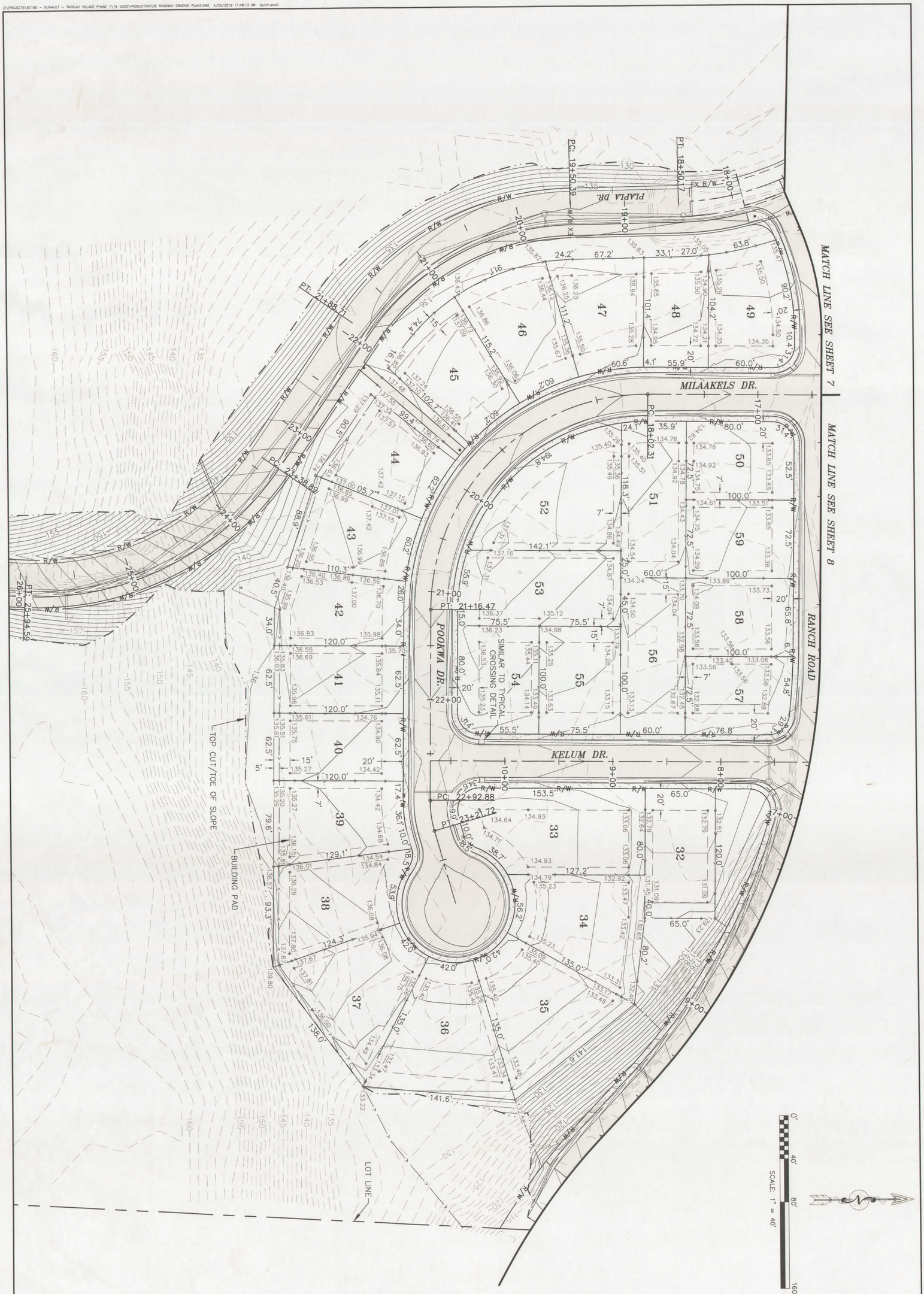
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PROFESSIONAL ENGINEER — STATE OF WASHINGTON — RANDY G. SMITH — 05/21/19

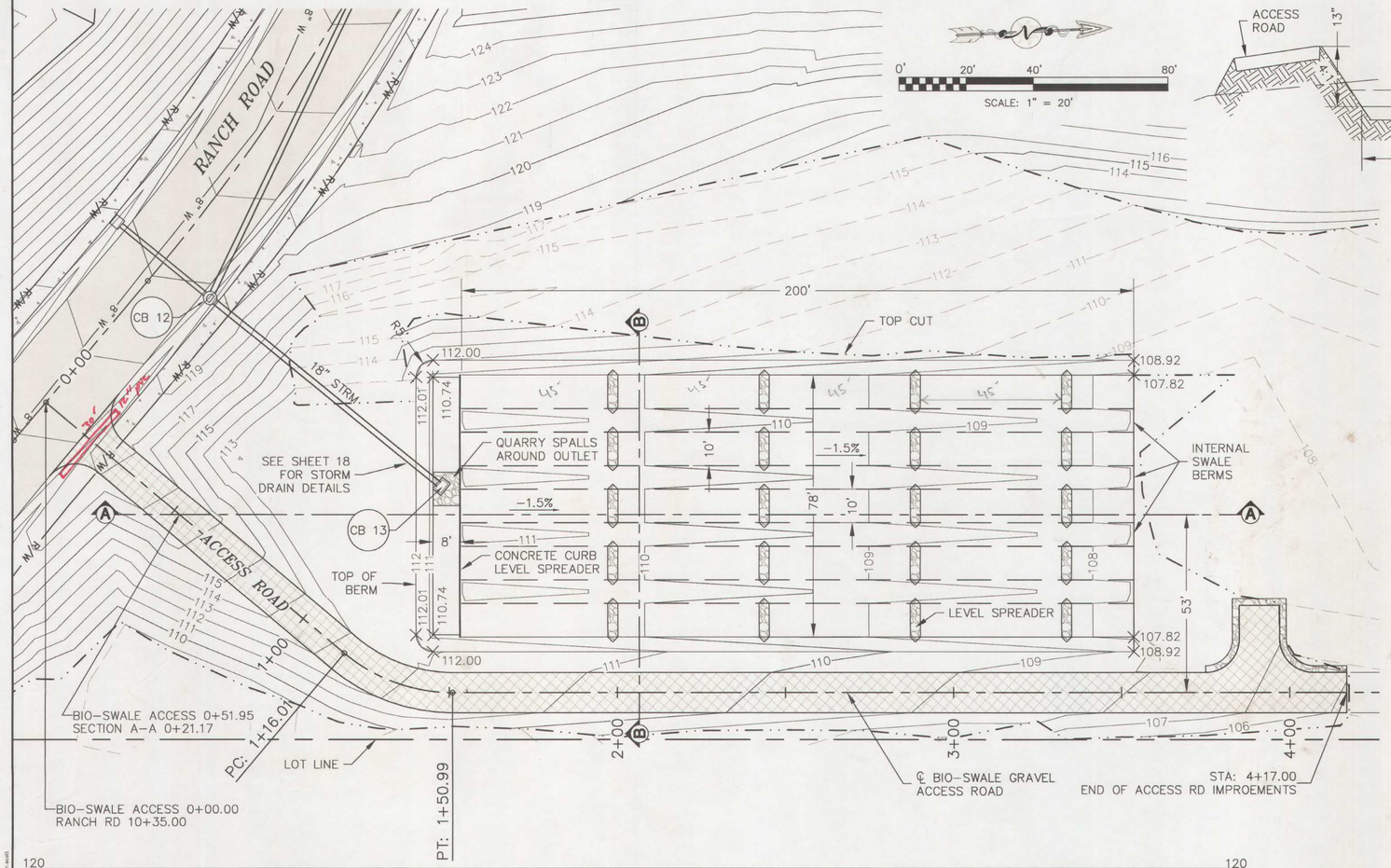
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NE NEIGHBORHOOD

TAHOLAH VILLAGE

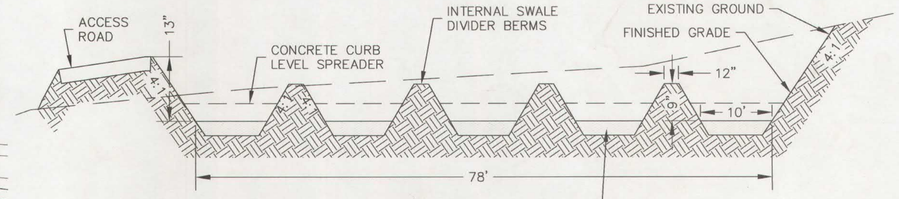
QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - RANCH ROAD & POOKWA DR.



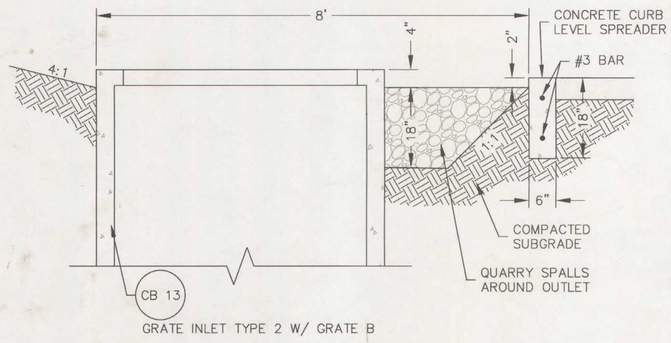
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SCALE: 1" = 20'



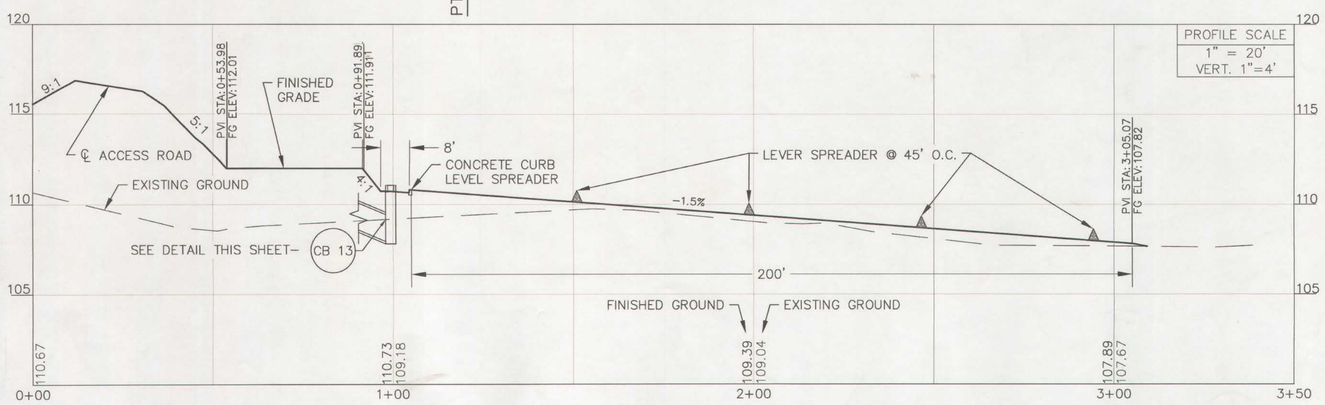
SECTION B-B
BIO-SWALE

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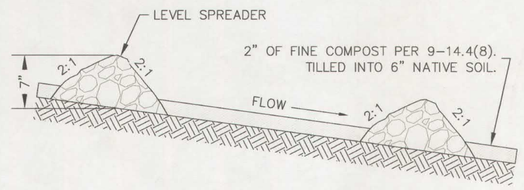


OUTLET SPREADER DETAIL

NOT TO SCALE



SECTION A-A



QUARRY SPALLS LEVEL SPREADER

NOT TO SCALE

NE NEIGHBORHOOD

TAHOLAH VILLAGE
QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SITE GRADING - BIO-SWALE PLAN & PROFILE

RED PLAINS
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RANDY G. HINDERER
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38704
REGISTERED
PROFESSIONAL ENGINEER
05/21/19

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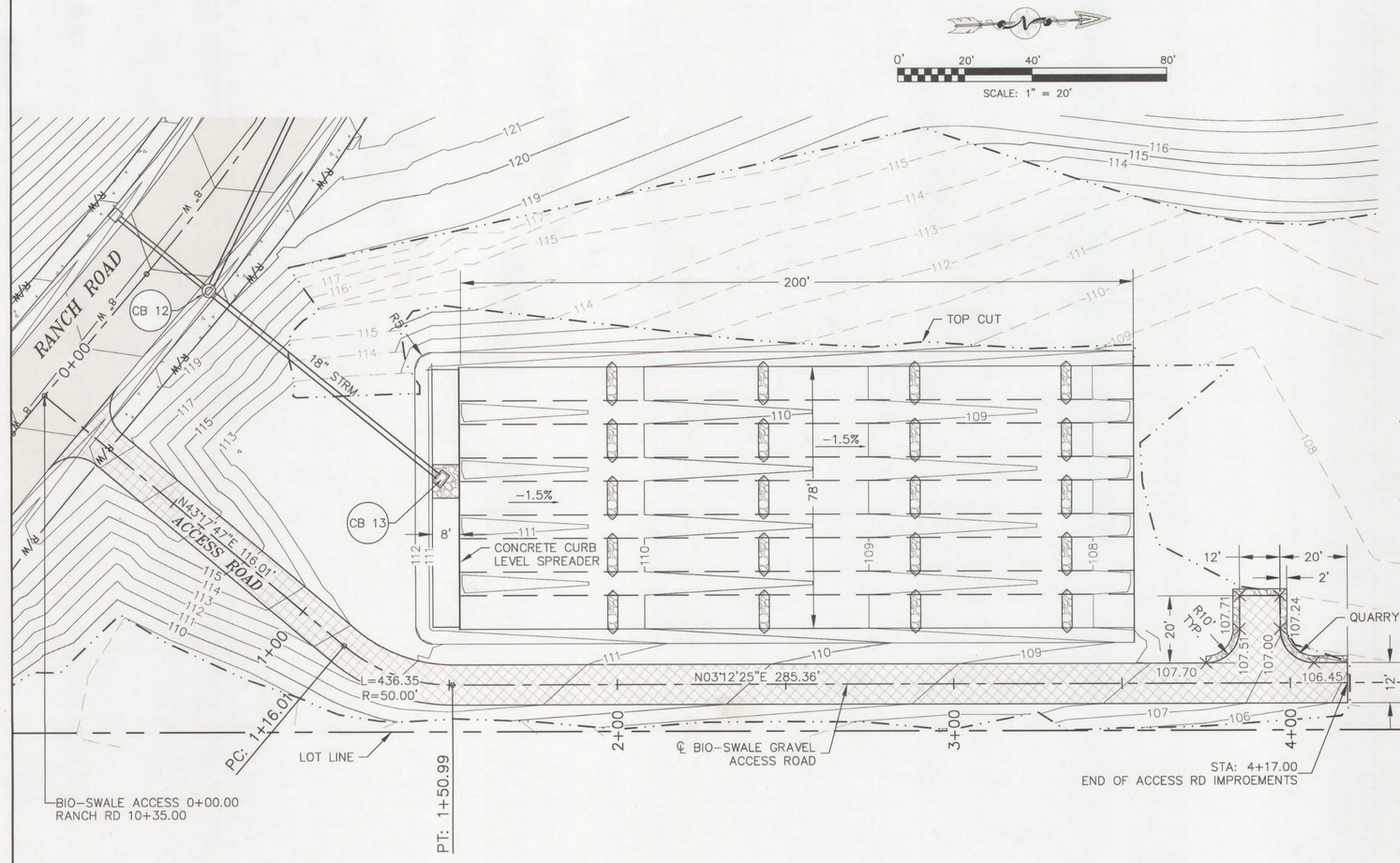
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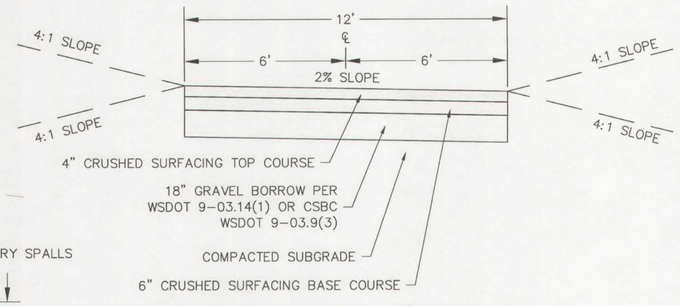
PROJ. 60185

SHT. 10

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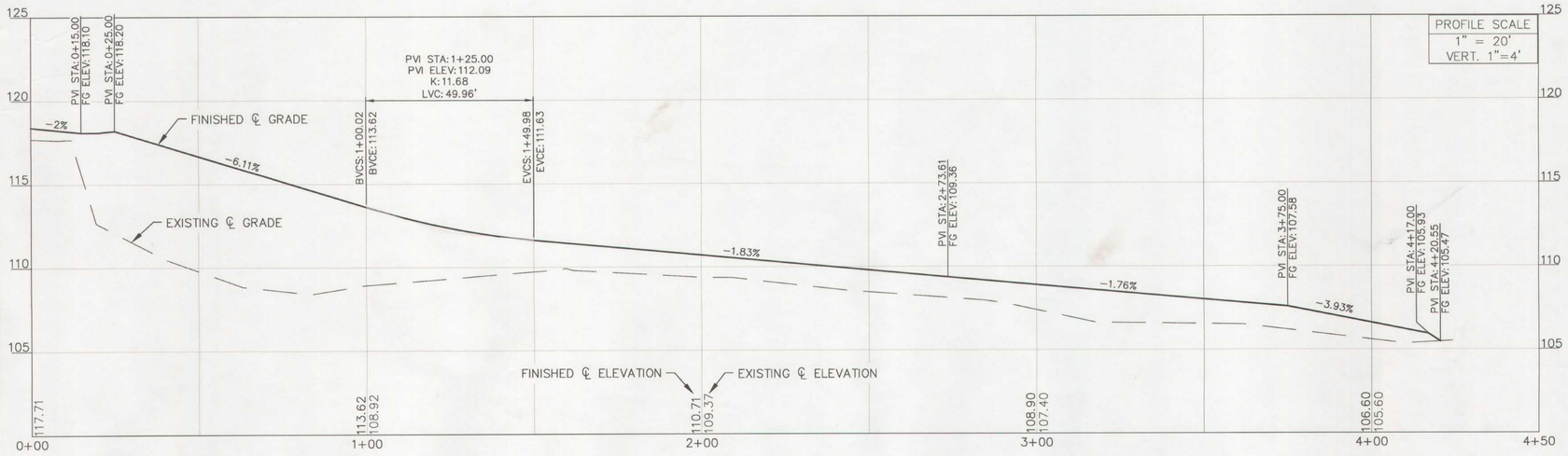
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ACCESS ROAD TYPICAL SECTION

NOT TO SCALE



ACCESS ROAD PROFILE

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SITE GRADING - ACCESS RD PLAN & PROFILE

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SHT. 11

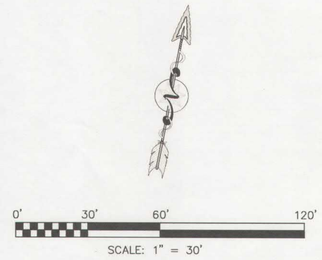
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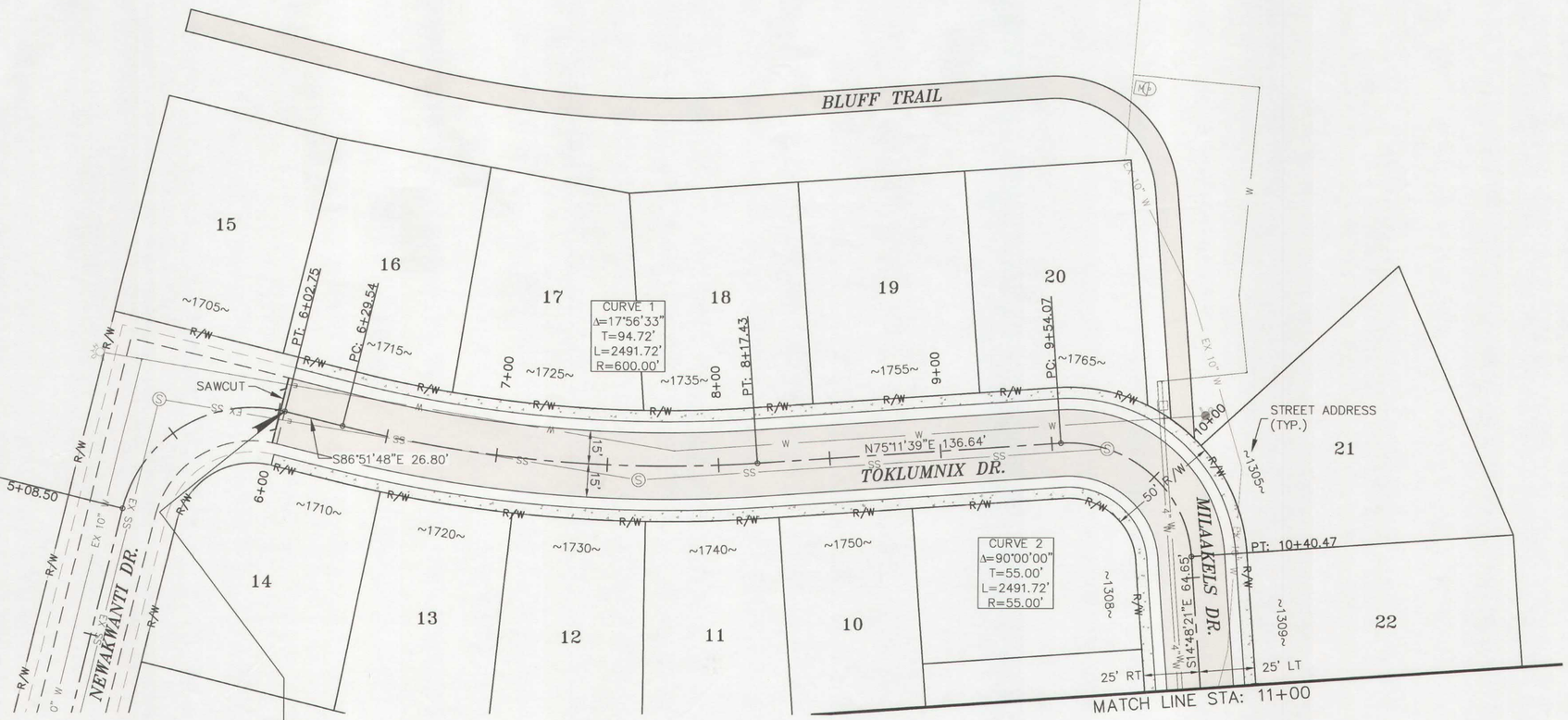
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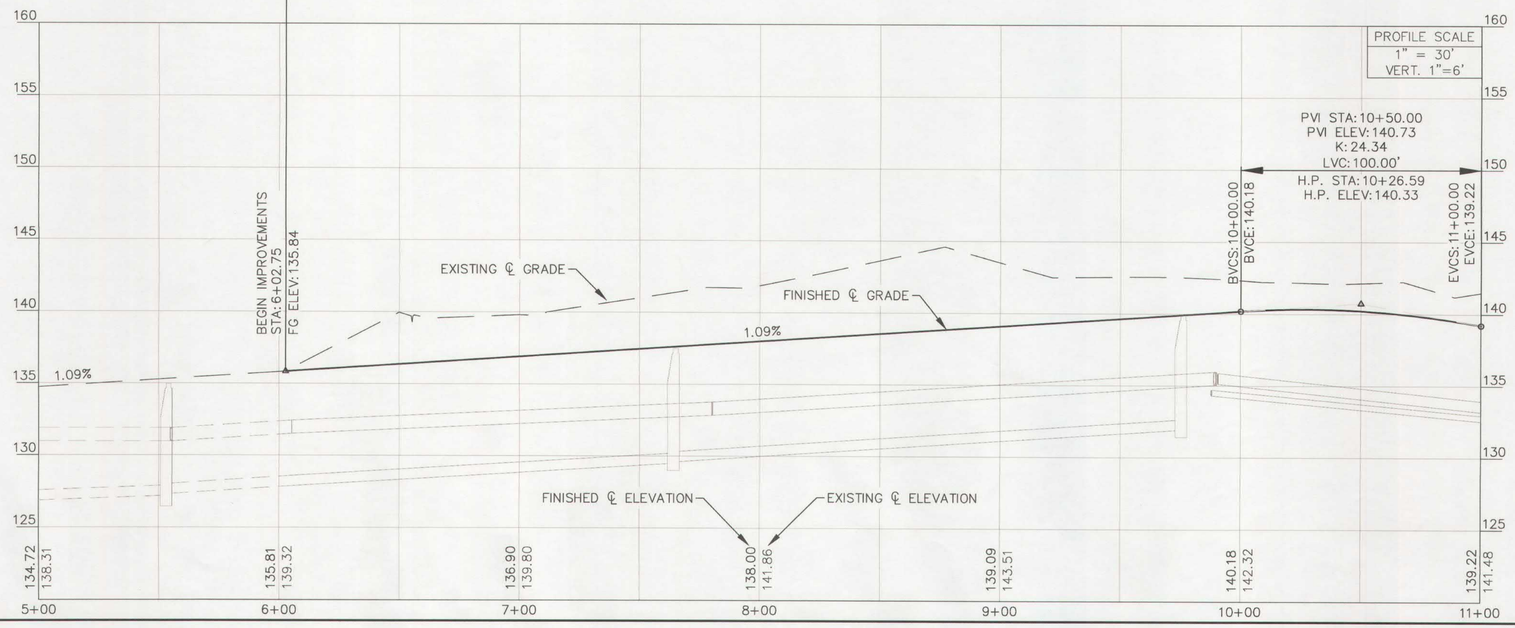
TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

PLAN AND PROFILE - TOKLUMNIX DR.







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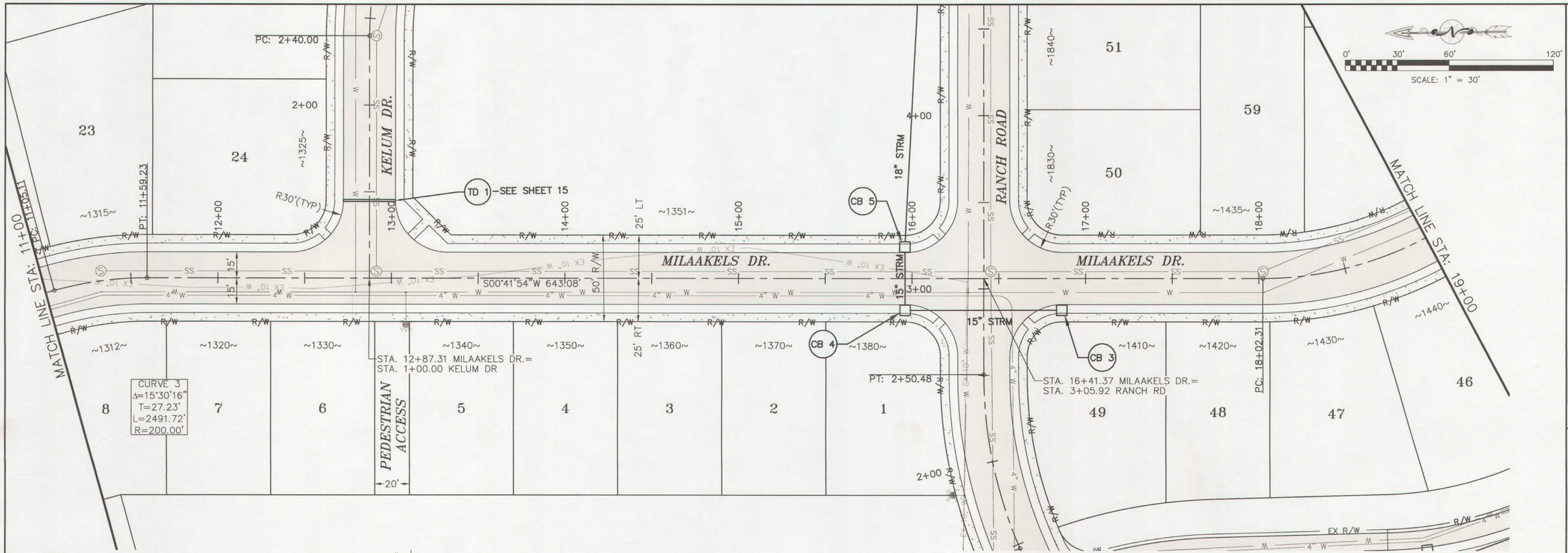
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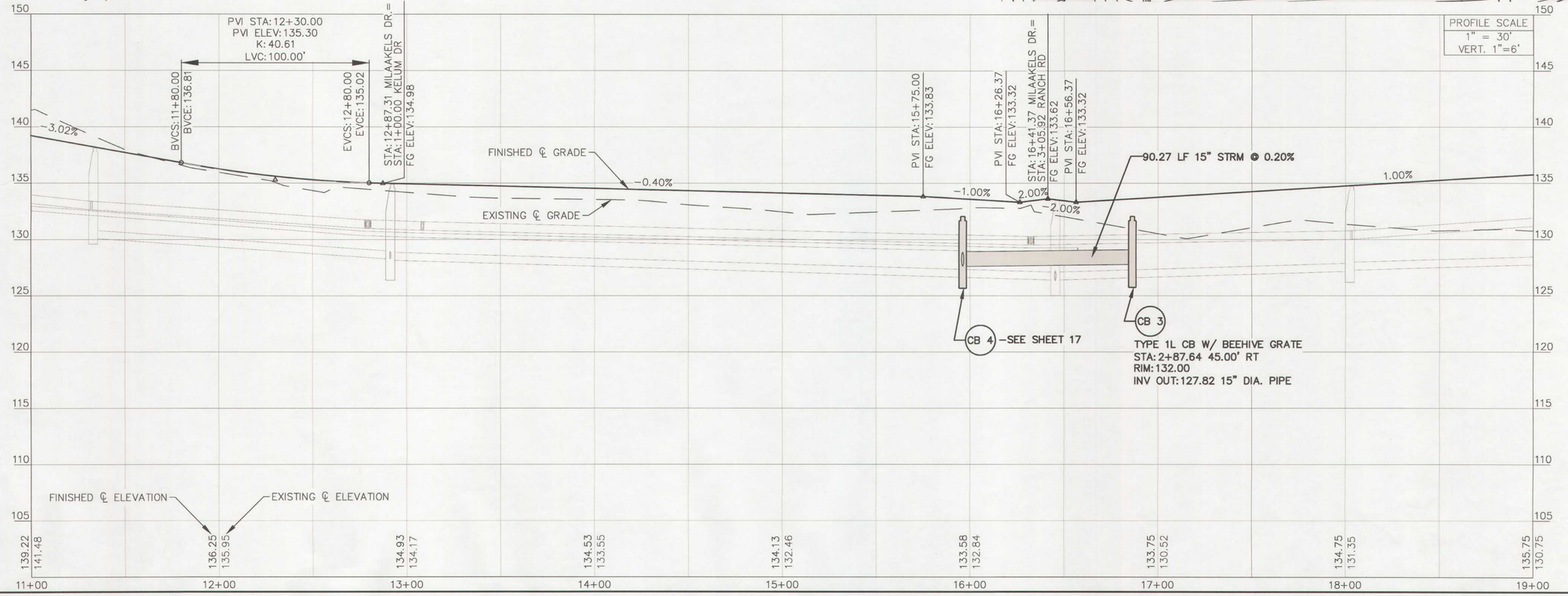
PROJ. 60185

SHT. 12

Z:\PROJECTS\60185 - QUINAULT - TAHOLAH VILLAGE PHASE 1\1\8 CADD\PRODUCTION\PLAN AND PROFILE - TOKLUMNIX DR.DWG 4/22/2019 11:49:41 AM by:tim.wolfe

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PLAN AND PROFILE - KELUM DR.

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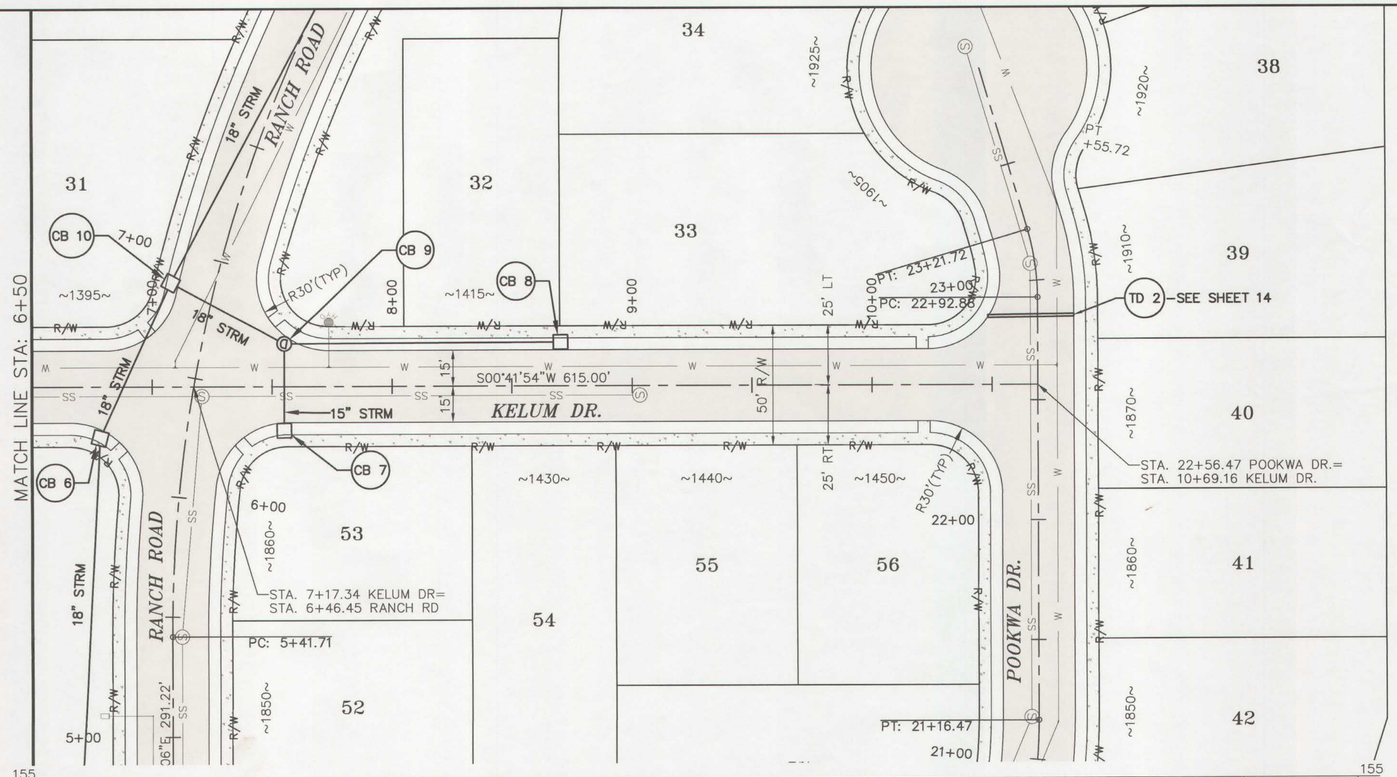
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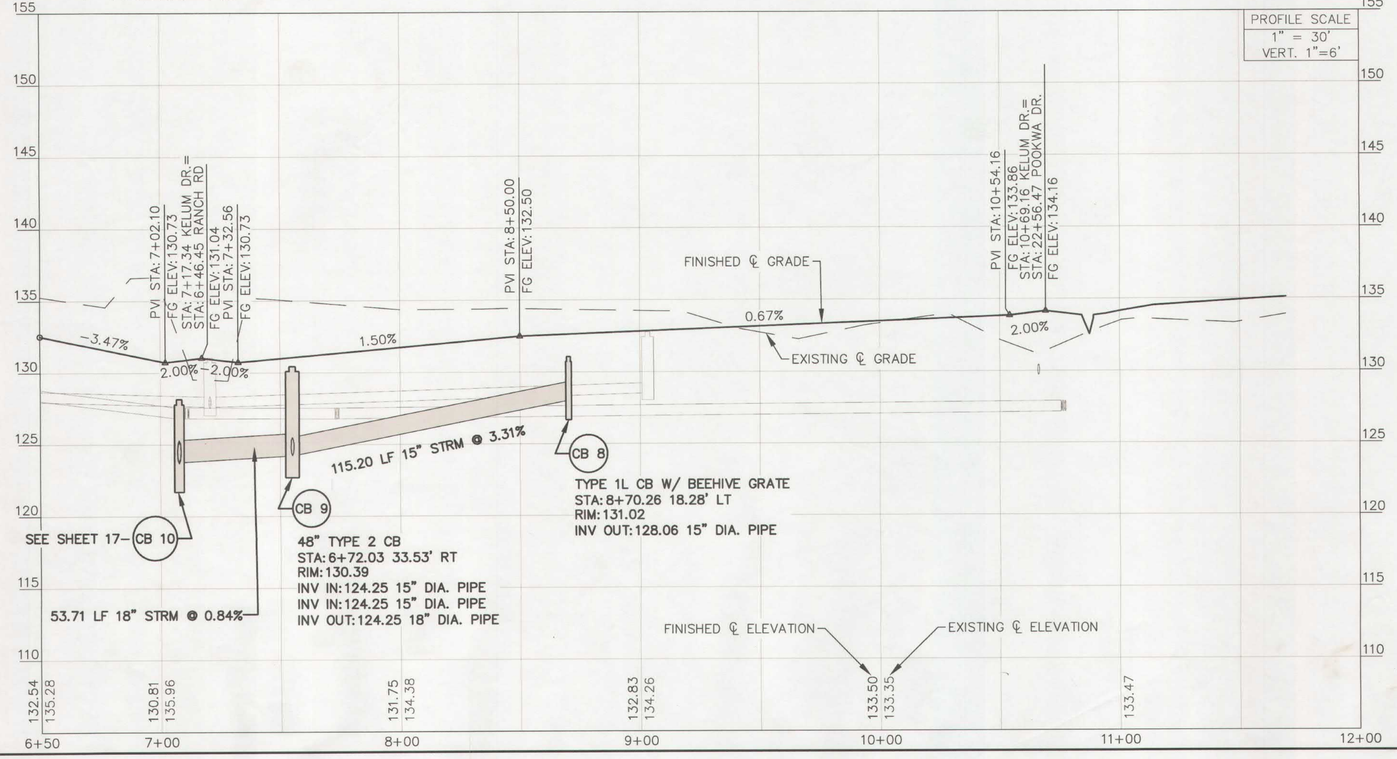
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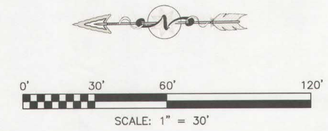
SHT. 15

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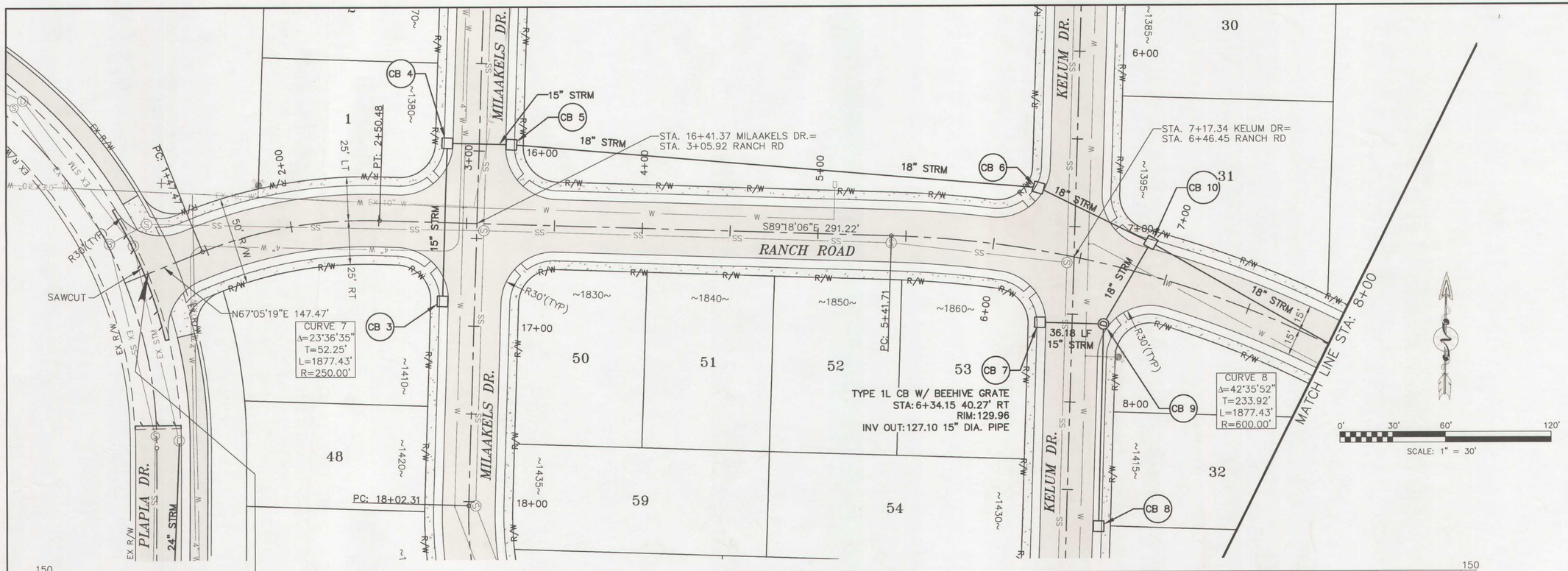
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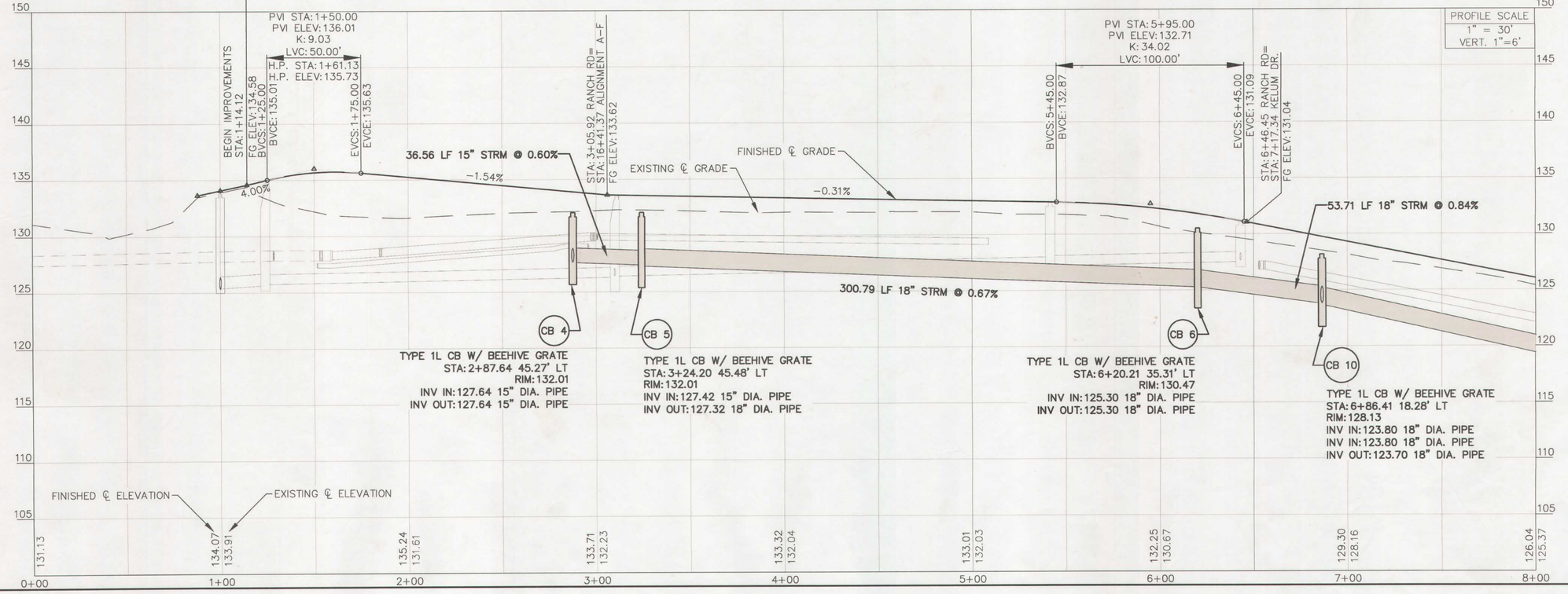
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PLAN AND PROFILE - RANCH ROAD





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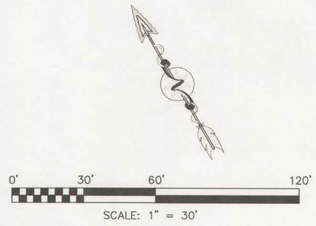
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SHT. 17

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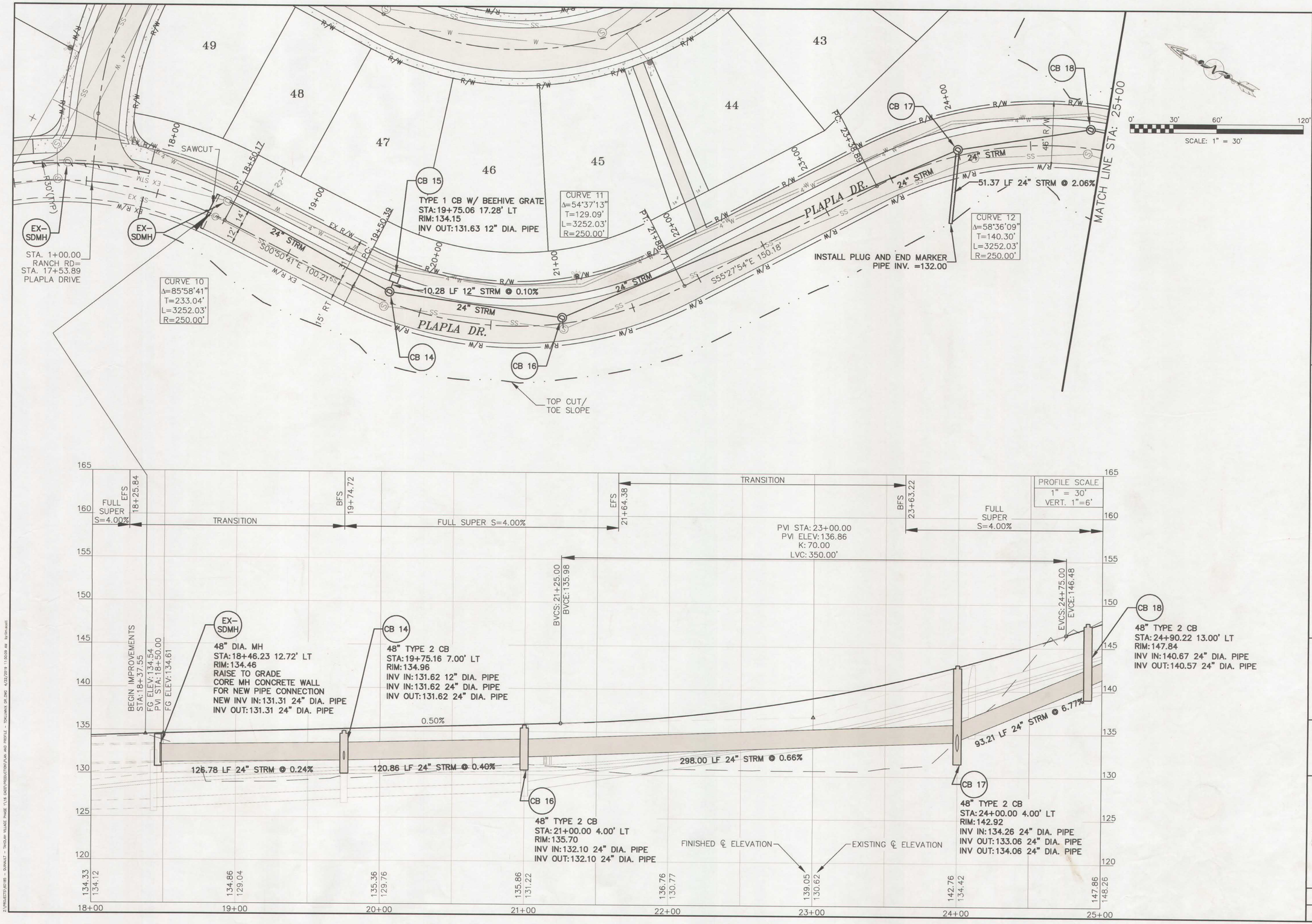
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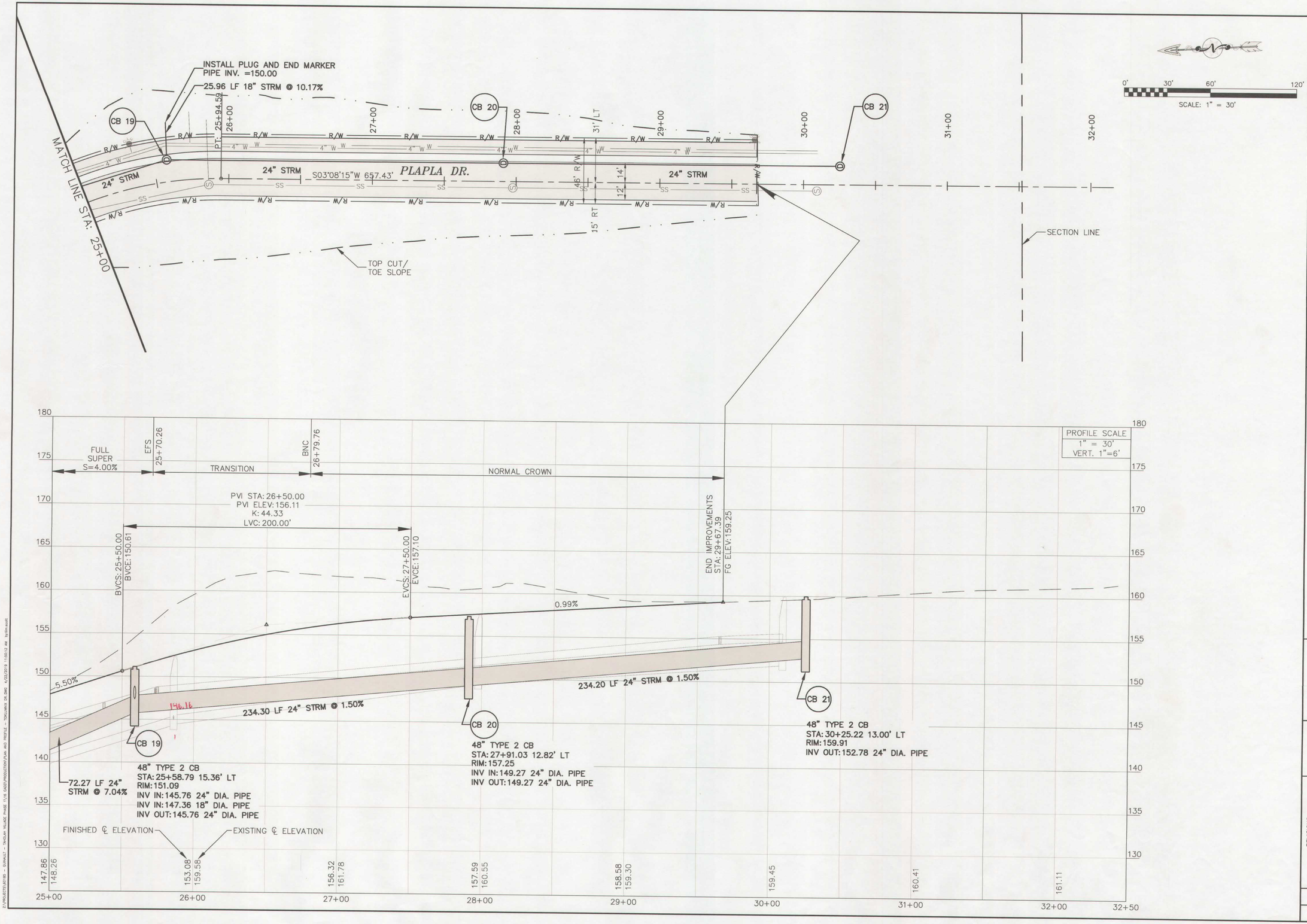
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℄ FG ELEV. 136.76 GPS on site
℄ EG ELEV. ~~130.77~~ 129.42 - 1.35
END FULL SUPER, BEGIN RUNOFF STA: 21+64.38
10" DIA. WATER
2.00%
-2.57%
2.57%
4:1
FL=135.15
CP=43.52 RT
EL=130.02
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

22+00.00

℄ FG ELEV. 135.86
℄ EG ELEV. ~~131.22~~ 129.85 - 1.37
2.00%
-4.00%
4.00%
4:1
10" DIA. WATER
FL=134.05
SMH 23
CP=38.41 RT
EL=130.61
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER
CB 16

21+00.00

℄ FG ELEV. 135.36
℄ EG ELEV. 129.75
END RUNOFF, BEGIN FULL SUPER STA: 19+74.72
2.00%
-4.00%
4.00%
4:1
10" DIA. WATER
FL=133.55
FINISH SUBGRADE
CP=41.32 RT
EL=129.38
EXISTING GROUND
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

20+00.00

℄ FG ELEV. 134.86
℄ EG ELEV. ~~129.04~~ 128.55 - .49
END FULL SUPER, BEGIN RUNOFF STA: 18+25.84
2.00%
0.01%
-0.01%
4:1
10" DIA. WATER
FL=133.61
CP=38.42 RT
EL=129.00
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

19+00.00

℄ FG ELEV.
℄ EG ELEV. 134.06
10" DIA. EXITING WATER
24" DIA. STORM
4" DIA. WATER
12" DIA. SEWER

17+91.10

NOTE:
SEE GRADING PLANS FOR LOT GRADING LEFT OF PAVED TRAIL

Z:\PROJECTS\60185 - QUINAULT - TAHOLAH VILLAGE PHASE 1\14 CAD\PRODUCTION\NE PLAPLA DRIVE X-SECTIONS.DWG 4/22/2019 11:50:48 AM byjm-laser

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PLAPLA DRIVE CROSS SECTIONS

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℄ FG ELEV.
℄ EG ELEV. 159.25

10" DIA. WATER
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

29+67.39

℄ FG ELEV. 158.58
℄ EG ELEV. 159.30

CP=-37.56 LT
EL=160.18

CP=29.14 RT
EL=159.81

4:1 2.00% 2.00% 2.00% 4:1

EXISTING GROUND

FL=157.05
FINISH SUBGRADE

10" DIA. WATER
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

29+00.00

℄ FG ELEV. 157.59
℄ EG ELEV. 160.55

CP=-48.83 LT
EL=162.01

CP=37.66 RT
EL=160.96

4:1 2.00% -2.00% -2.00% 4:1

10" DIA. WATER
FL=156.06
SMH 27
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

28+00.00

℄ FG ELEV. 156.32
℄ EG ELEV. 161.78

CP=-53.45 LT
EL=161.89

CP=44.77 RT
EL=161.46

REVERSE CROWN (2%) STA: 26+06.76
END SUPER RUNOFF, BEGIN CROWN RUNOUT STA: 26+43.26
END RUNOUT, BEGIN NORMAL CROWN STA: 26+79.76

4:1 2.00% -2.00% -2.00% 4:1

10" DIA. WATER
FL=154.79
4" DIA. WATER
24" DIA. STORM
12" DIA. SEWER

27+00.00

Z:\PROJECTS\RP185 - QUINAULT - TAHOLAH VILLAGE PHASE 1\16 CAD\PRODUCTION\NE PLAPLA DRIVE X-SECTIONS.DWG 4/22/2019 11:30:50 AM tedmarkel

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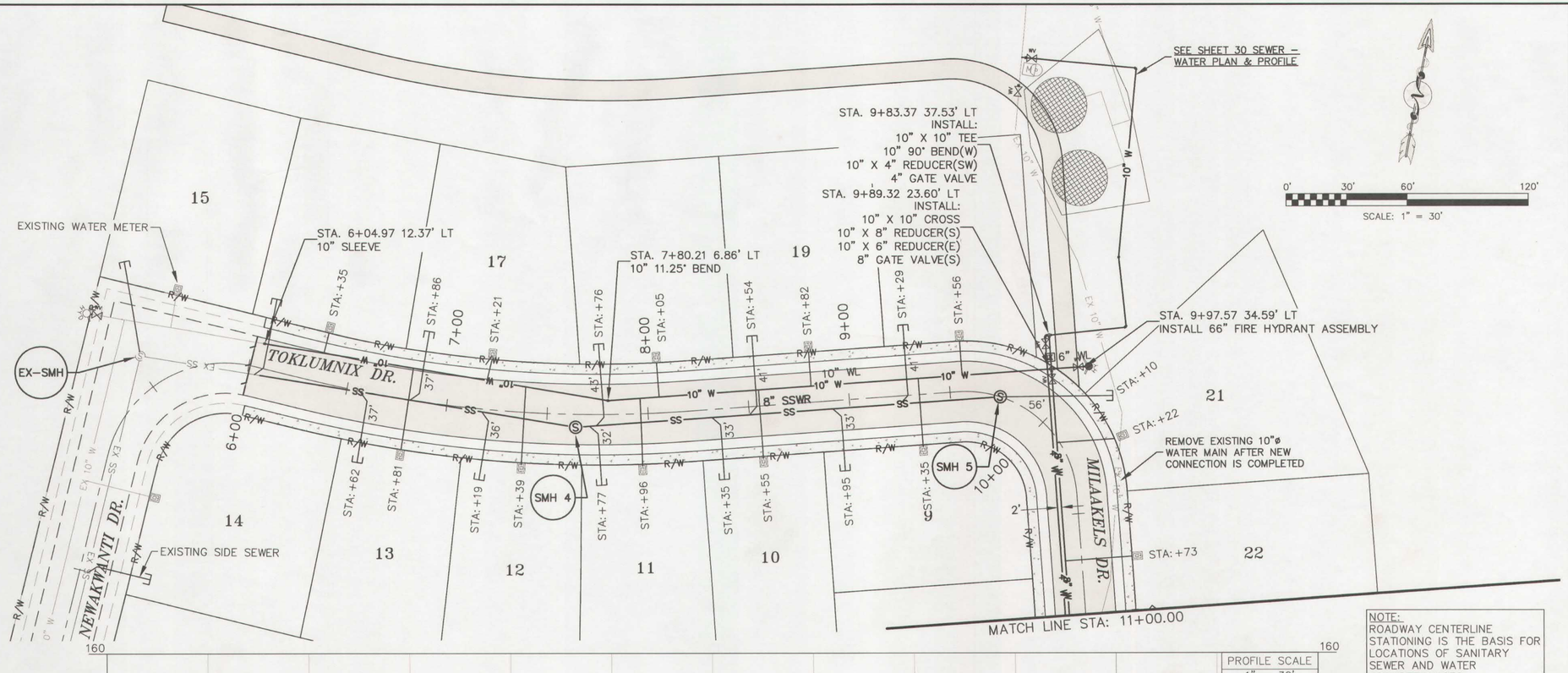
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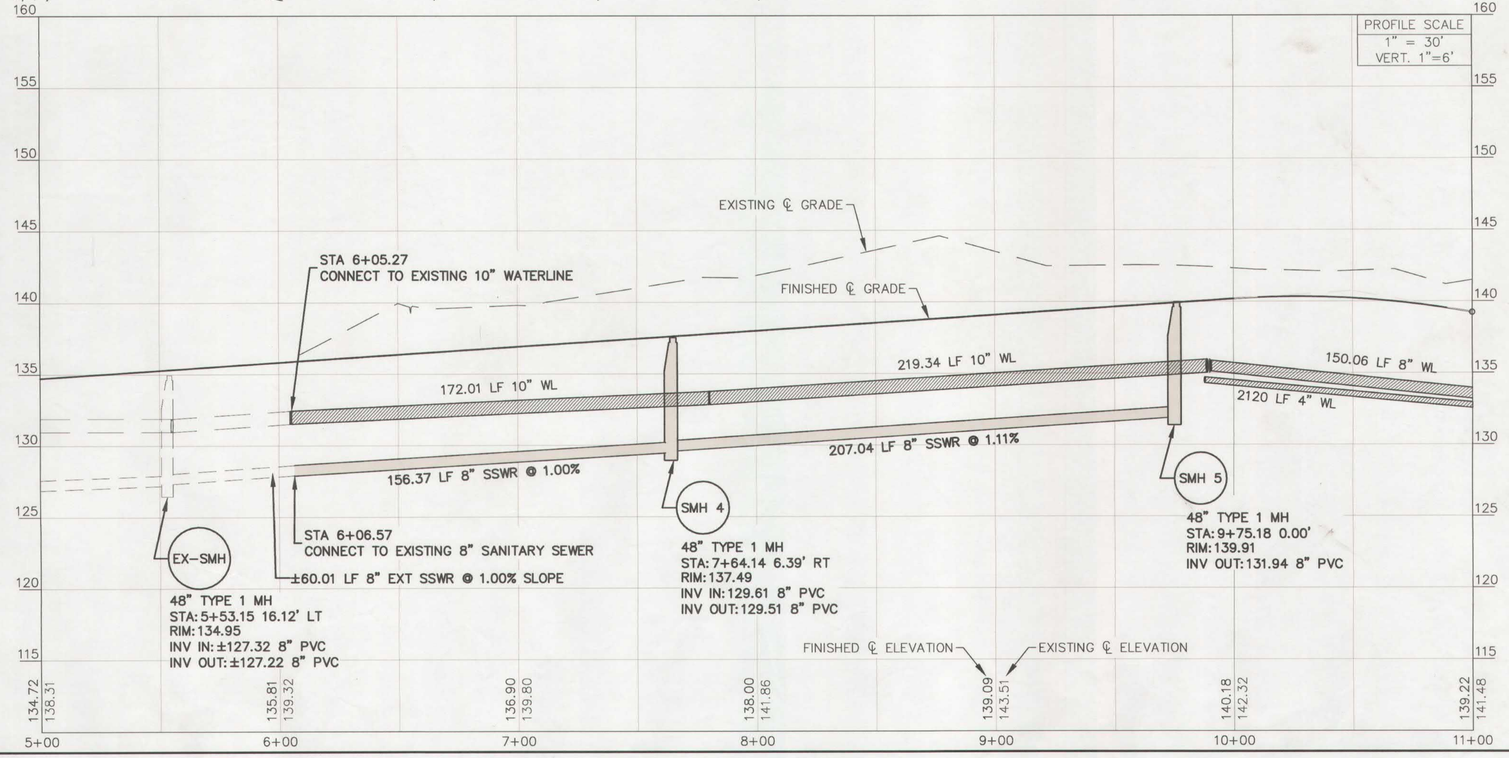
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SEWER - WATER PLAN & PROFILE



NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.

PROFILE SCALE
1" = 30'
VERT. 1"=6'



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SEWER - WATER PLAN & PROFILE

SCALE: 1" = 30'

NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.

MILAAKELS DR.
STA. 12+79.31 8.00' RT
KELUM DR
STA. 0+92.00 8.00' LT
INSTALL:
8" X 8" TEE
8" GATE VALVE(N)
8" GATE VALVE(S)

STA. 11+32.17 6.27' RT
8" 22.5° BEND

STA. 13+08.36 25.05' RT
INSTALL 48" FIRE HYDRANT ASSEMBLY

MILAAKELS DR.
STA. 16+32.39 8.00' RT
RANCH RD
STA. 2+97.92 8.98' LT
INSTALL:
8" X 8" CROSS
8" GATE VALVE(N)
8" GATE VALVE(S)
8" X 6" REDUCER(E)
6" GATE VALVE(E)

STA. 18+03.08 8.00' RT
8" 22.5° BEND

REMOVE EXISTING 10"ø WATER MAIN AFTER NEW CONNECTION IS COMPLETED

STA. 13+08.36 8.00' RT
8 x 6" TEE

PROFILE SCALE
1" = 30'
VERT. 1"=6'

144.11 LF 8" WL
154.78 LF 8" SSWR @ 1.16%
321.63 LF 8" WL
2120 LF 4" WL
350.07 LF 8" SSWR @ 0.50%
168.58 LF 8" WL
152.95 LF 8" SSWR @ 0.50%
157.68 LF 8" WL
146.57 LF 8" SSWR @ 0.50%

FINISHED ℄ GRADE
EXISTING ℄ GRADE
STORM SEWER PIPE CROSSING

SMH 6
48" TYPE 1 MH
STA: 11+33.22 5.74' LT
RIM: 138.10
INV OUT: 130.14 8" PVC

SMH 7
48" TYPE 1 MH
MILAAKELS DR. STA: 12+91.31 4.00' LT
KELUM DR STA: 1+00.00 4.00' RT
RIM: 134.89
INV IN: 128.29 8" PVC
INV IN: 128.29 8" PVC
INV OUT: 128.19 8" PVC

SMH 8
48" TYPE 1 MH
MILAAKELS DR. STA: 16+45.37 4.00' LT
RANCH RD STA: 3+05.92 4.00' RT
RIM: 133.52
INV IN: 126.42 8" PVC
INV IN: 126.42 10" PVC
INV IN: 126.42 8" PVC
INV OUT: 126.32 10" PVC

SMH 9
48" TYPE 1 MH
STA: 18+02.31 4.00' LT
RIM: 134.70
INV IN: 127.30 8" PVC
INV OUT: 127.20 8" PVC

FINISHED ℄ ELEVATION / EXISTING ℄ ELEVATION

11+00	12+00	13+00	14+00	15+00	16+00	17+00	18+00	19+00
139.22 / 141.48	136.25 / 135.95	134.93 / 134.17	134.53 / 133.55	134.13 / 132.46	133.58 / 132.84	133.75 / 130.52	134.75 / 131.35	135.75 / 130.75

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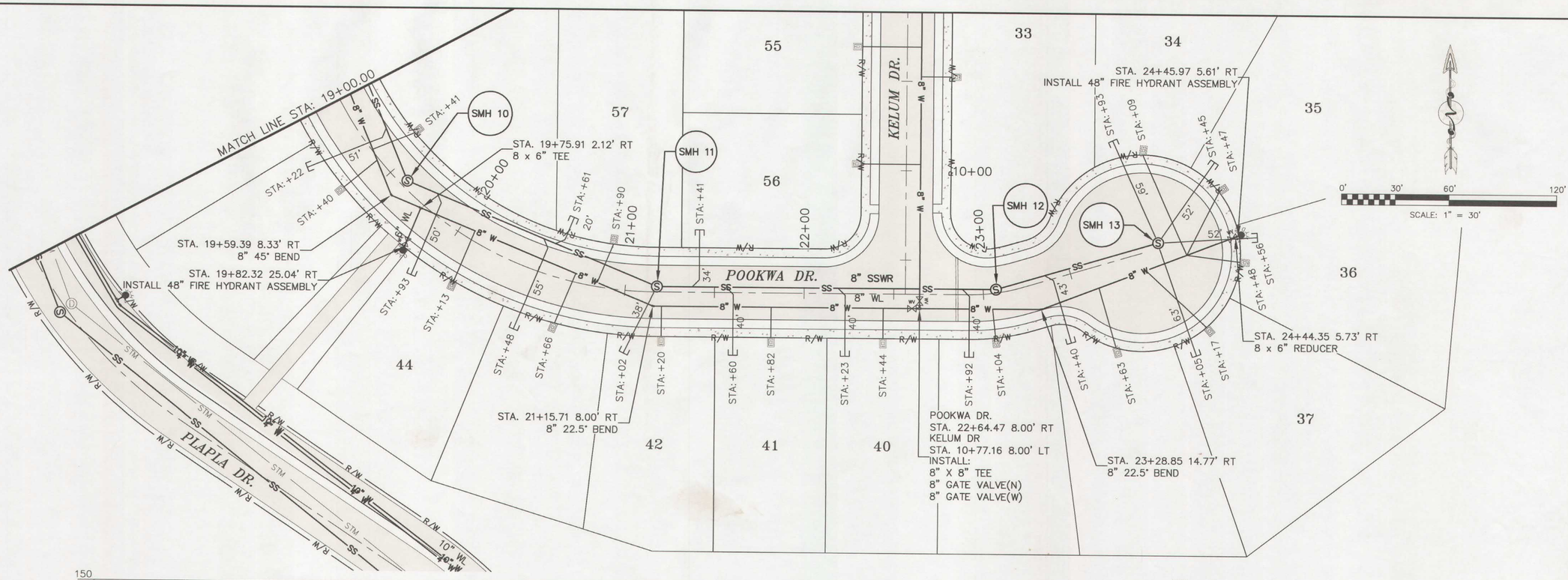
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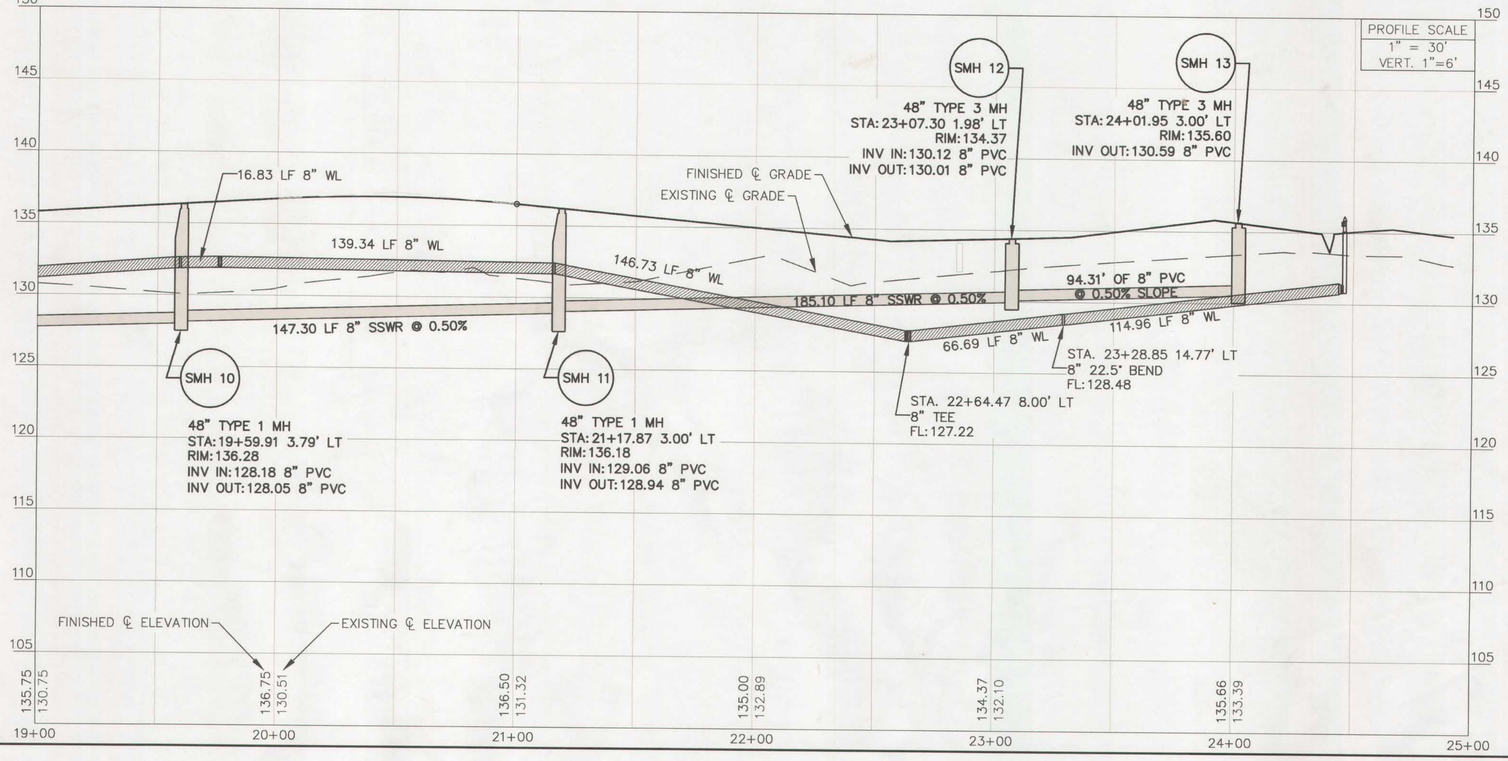
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Z:\PROJECTS\60185 - QUINAULT - TAHOLAH VILLAGE PHASE 1\1.0 CAD\PRODUCTION\NE SEWER AND WATER MAPPING 4/22/2019 11:52:10 AM keithm





NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.

NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SEWER - WATER PLAN & PROFILE

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SEWER - WATER PLAN & PROFILE

SCALE: 1" = 30'

MILAAKELS DR.
STA. 12+79.31 8.00' RT
KELUM DR
STA. 0+92.00 8.00' LT
INSTALL:
8" X 8" TEE
8" GATE VALVE(N)
8" GATE VALVE(S)

STA. 2+64.77 9.61' LT
8" 22.5° BEND

STA. 3+64.07 7.43' LT
8" 22.5° BEND

STA. 4+44.03 10.38' LT
8" 22.5° BEND

STA. 14+46.57 348.00' LT
8" 22.5° BEND

STA. 5+45.00 25.05' LT
INSTALL 48" FIRE HYDRANT ASSEMBLY

6" WL

STA. 5+44.26 8.25' LT
8 x 6" TEE

8" WL

8" SSWR

SMH 6
SMH 7
SMH 14
SMH 15
SMH 16
SMH 17

MILAAKELS DR.
KELUM DR.

MATCH LINE STA: 6+50.00

WITNESS Jim Figg
PRESSURE TEST - 3-29-23

NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.

PROFILE SCALE
1" = 30'
VERT. 1"=6'

FINISHED ℄ GRADE
EXISTING ℄ GRADE

172.69 LF 8" WL
101.57 LF 8" WL
82.10 LF 8" WL
74.12 LF 8" WL
29.24 LF 8" WL
162.44 LF 8" WL

132.01 LF 8" SSWR @ 0.53%
119.04 LF 8" SSWR @ 0.50%
75.73 LF 8" SSWR @ 0.50%
162.55 LF 8" SSWR @ 0.50%

SMH 7 - SEE SHEET 25

SMH 14
48" TYPE 3 MH
STA: 2+40.00 4.00' RT
RIM: 135.40
INV IN: 129.11 8" PVC
INV OUT: 129.01 8" PVC

SMH 15
48" TYPE 3 MH
STA: 3+67.70 4.00' RT
RIM: 136.04
INV OUT: 129.73 8" PVC

SMH 16
48" TYPE 3 MH
STA: 4+72.23 4.00' RT
RIM: 135.48
INV OUT: 128.97 8" PVC

SMH 17
48" TYPE 3 MH
STA: 5+54.16 4.00' RT
RIM: 134.66
INV IN: 128.57 8" PVC
INV OUT: 128.47 8" PVC

FINISHED ℄ ELEVATION
EXISTING ℄ ELEVATION

0+00	1+00	2+00	3+00	4+00	5+00	6+00	6+50
134.58	134.98 / 134.34	135.28 / 134.82	135.78 / 136.53	136.28 / 136.45	135.28 / 136.84	133.97 / 136.38	

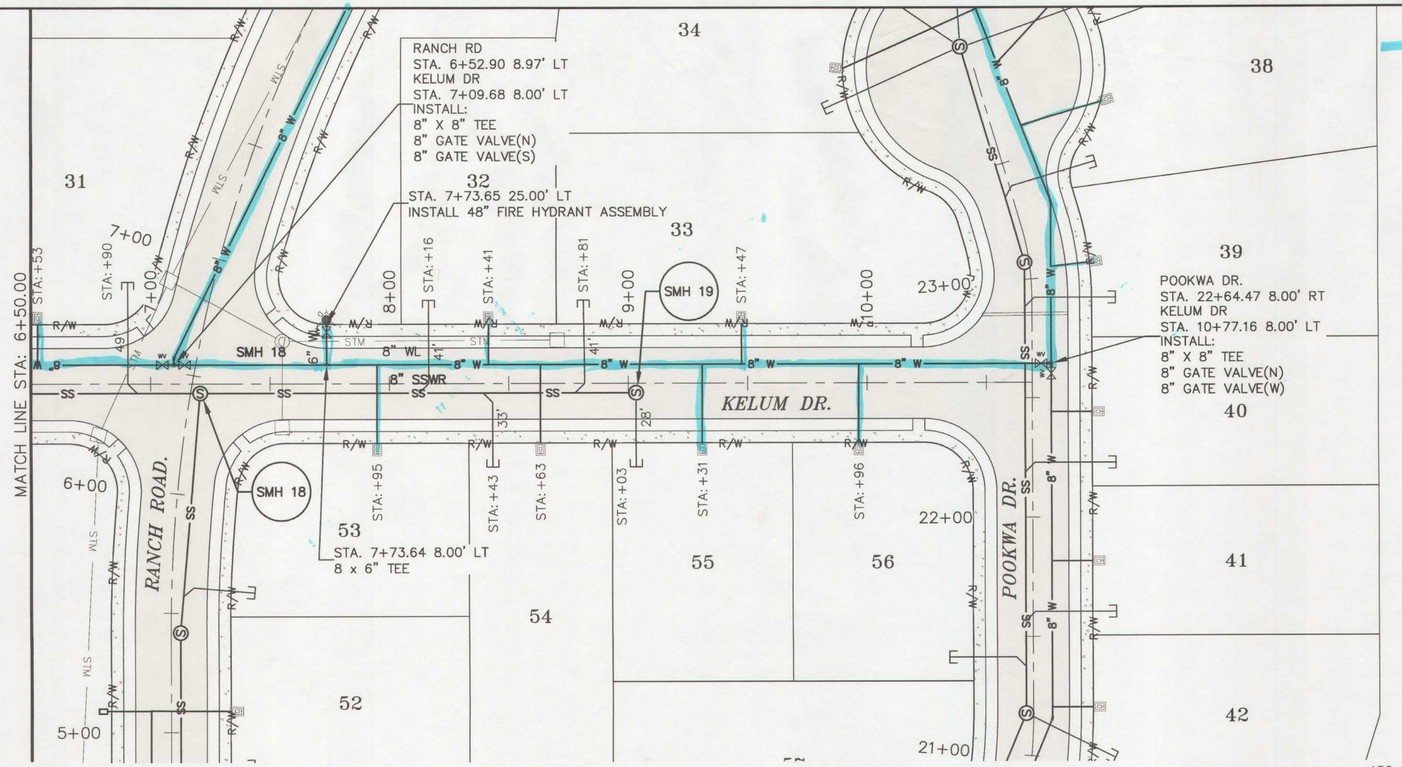
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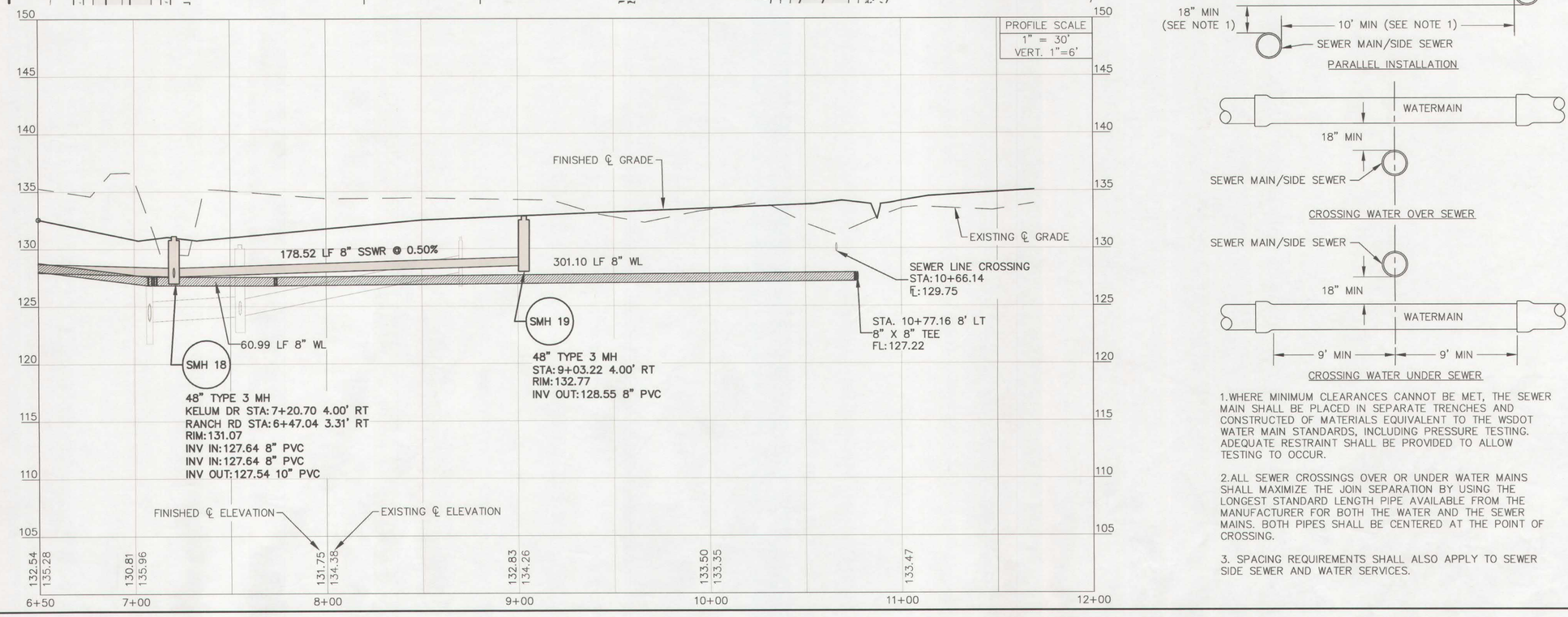
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Pressure TEST 3-29-23
Jim Figg

0' 30' 60' 120'
SCALE: 1" = 30'

NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.



1. WHERE MINIMUM CLEARANCES CANNOT BE MET, THE SEWER MAIN SHALL BE PLACED IN SEPARATE TRENCHES AND CONSTRUCTED OF MATERIALS EQUIVALENT TO THE WSDOT WATER MAIN STANDARDS, INCLUDING PRESSURE TESTING. ADEQUATE RESTRAINT SHALL BE PROVIDED TO ALLOW TESTING TO OCCUR.

2. ALL SEWER CROSSINGS OVER OR UNDER WATER MAINS SHALL MAXIMIZE THE JOIN SEPARATION BY USING THE LONGEST STANDARD LENGTH PIPE AVAILABLE FROM THE MANUFACTURER FOR BOTH THE WATER AND THE SEWER MAINS. BOTH PIPES SHALL BE CENTERED AT THE POINT OF CROSSING.

3. SPACING REQUIREMENTS SHALL ALSO APPLY TO SEWER SIDE SEWER AND WATER SERVICES.

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PRESSURE TEST 8-3-23

STA. 1+86.56 25.05' LT
INSTALL 66" FIRE HYDRANT ASSEMBLY

6" WL

STA. 1+59.17 30.26' LT
CONNECT TO EXISTING
10"ø WATER MAIN
10 x 8" REDUCER

NEW 8"GATE VALVE 10"

EXISTING
10" GATE
VALVE

SEE GIS Location

SMH 20

EX-SMH

KLA OOK WA DR.

RANCH ROAD

STA. 1+85.33 20.33' LT
8 x 6" TEE

SMH 8

MILAAKELS DR.
STA. 16+32.39 8.00' RT
RANCH RD
STA. 2+97.92 8.98' LT
INSTALL:
8" X 8" CROSS
8" GATE VALVE(N)
8" GATE VALVE(S)
8" X 6" REDUCER(E)
6" GATE VALVE(E)

STA. 5+08.85 8.29' LT
2" BLOW OFF ASSEMBLY
PER WSDOT STANDARD
90.20-00

10" SSWR

SMH 21

RANCH ROAD
STA. 6+52.90 8.97' LT
KELUM DR
STA. 7+09.68 8.00' LT
INSTALL:
8" X 8" TEE
8" GATE VALVE(N)
8" GATE VALVE(S)

KELUM DR.

1.67 LF 8" PVC
STA. 6+55.68 9.51' LT
8" 22.5° BEND

SMH 18

RANCH ROAD

MATCH LINE STA: 8+00.00

PLAPLA DR.

NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.

0' 30' 60' 120'
SCALE: 1" = 30'

PROFILE SCALE
1" = 30'
VERT. 1"=6'

STA 1+59.17
CONNECT TO EXISTING 10" WATERLINE

EXISTING 10" PVC WATERLINE

29.21 LF 8" WL

115.62 LF 8" WL

2120 LF 4" WL

187.78 LF 10" SSWR @ 0.29%

207.90 LF 6" WL

227.79 LF 10" SSWR @ 0.31%

96.58 LF 10" SSWR @ 0.30%

1.67 LF 8" WL

275.52 LF 8" WL

FINISHED ℄ GRADE

EXISTING ℄ GRADE

RAISE TO GRADE

SMH 20
48" TYPE 1 MH
STA: 1+23.89 26.46' LT
RIM: 134.75
INV IN: 125.77 10" PVC
INV OUT: 125.67 12" PVC

±STA 1+21.48
CONNECT TO EXISTING 12" SANITARY SEWER

SMH 8 — SEE SHEET 25

CAP AND 2" BLOW OFF ASSEMBLY

SMH 21
48" TYPE 3 MH
STA: 7+12.22 104.21' RT
RIM: 132.80
INV IN: 127.24 10" PVC
INV OUT: 127.14 10" PVC

SMH 18 — SEE SHEET 28

FINISHED ℄ ELEVATION

EXISTING ℄ ELEVATION

0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00
131.13	134.07 / 133.91	135.24 / 131.61	133.71 / 132.23	133.32 / 132.04	133.01 / 132.03	132.25 / 130.67	129.30 / 128.16	126.04 / 125.37

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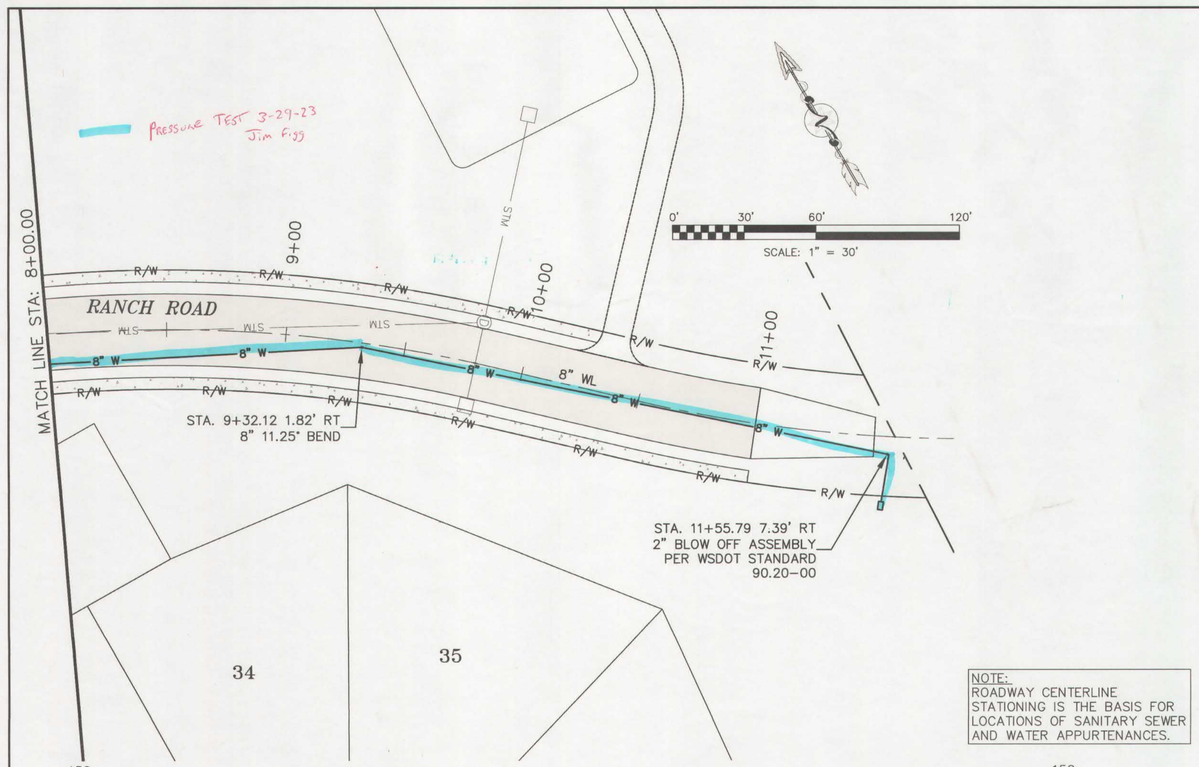
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	12-28	WATER & SEWER

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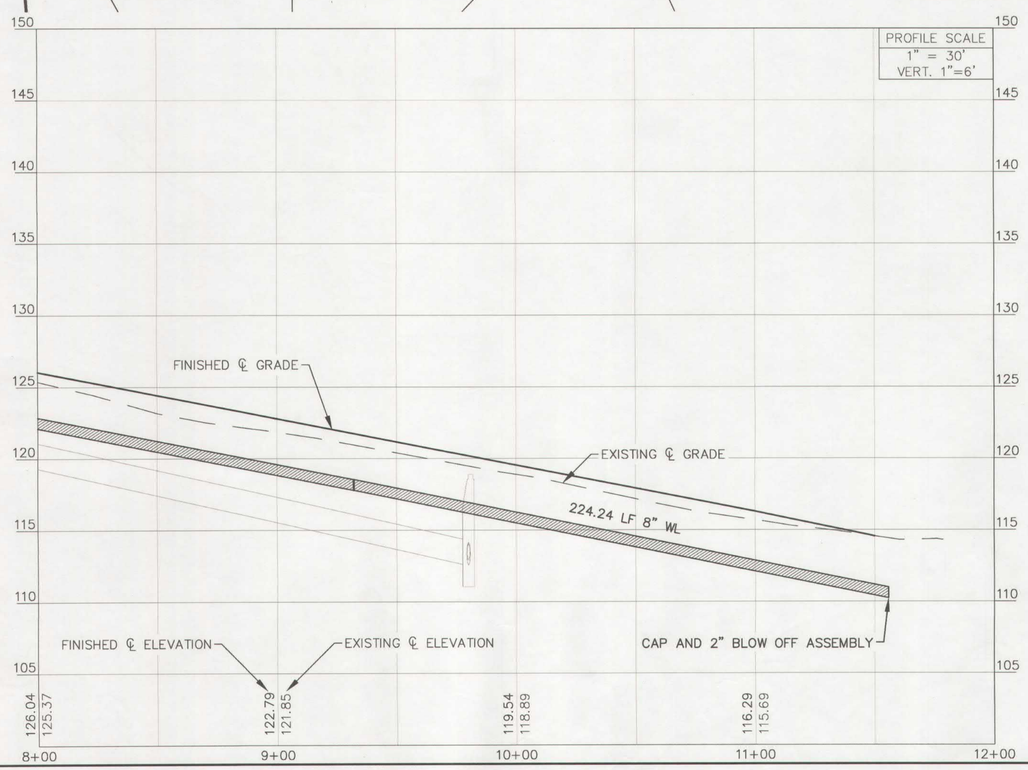
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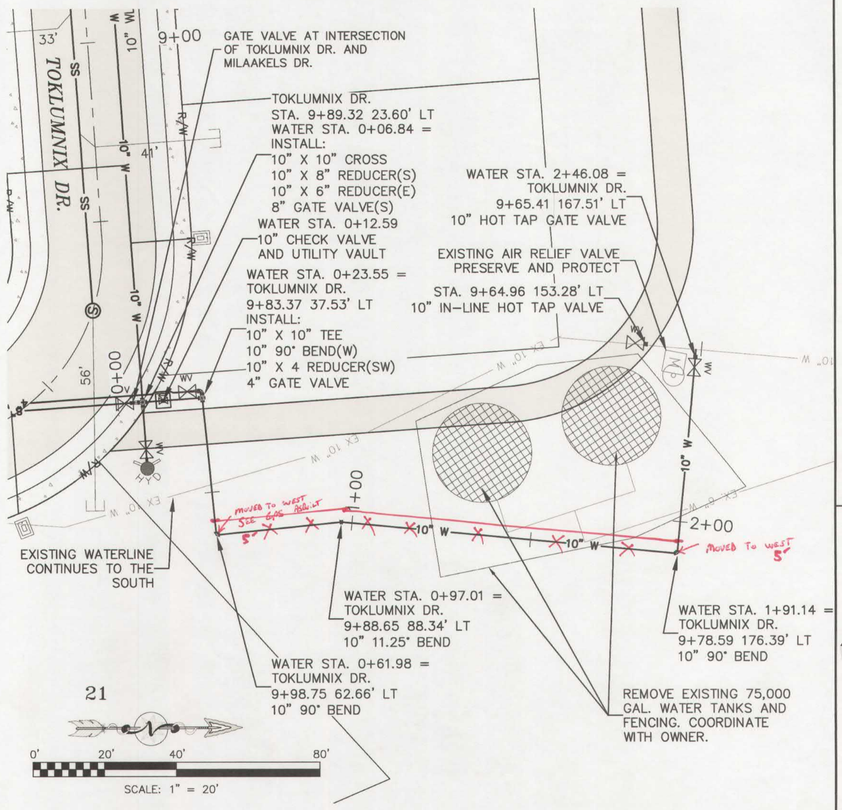
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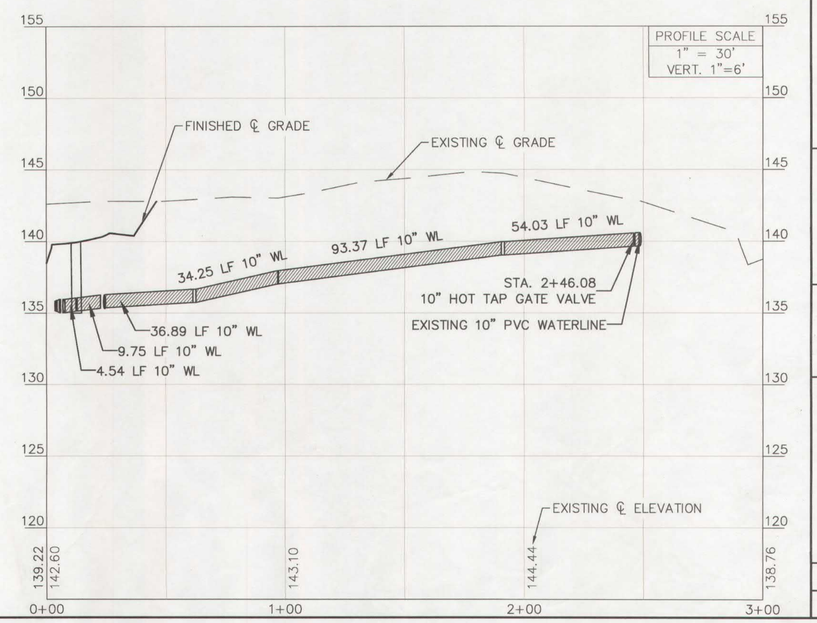
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NOTE:
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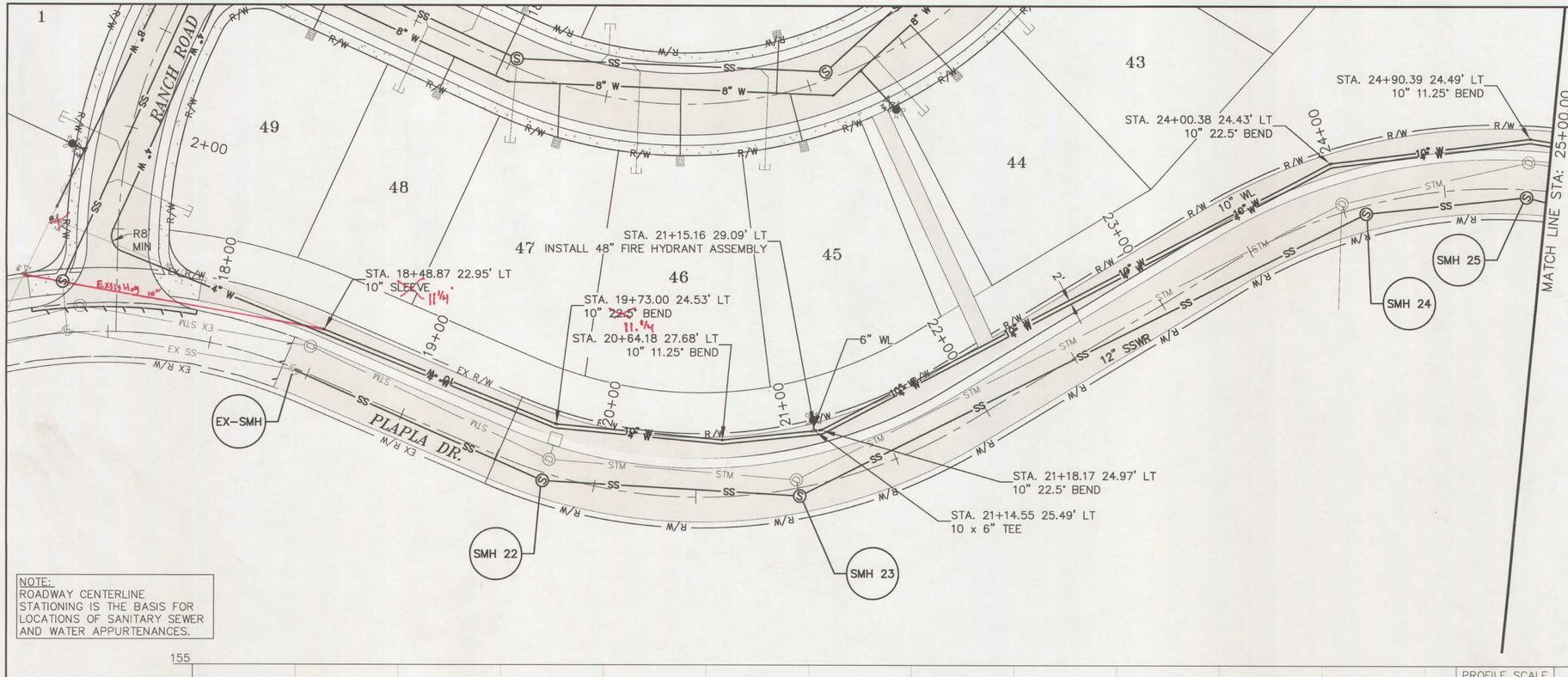
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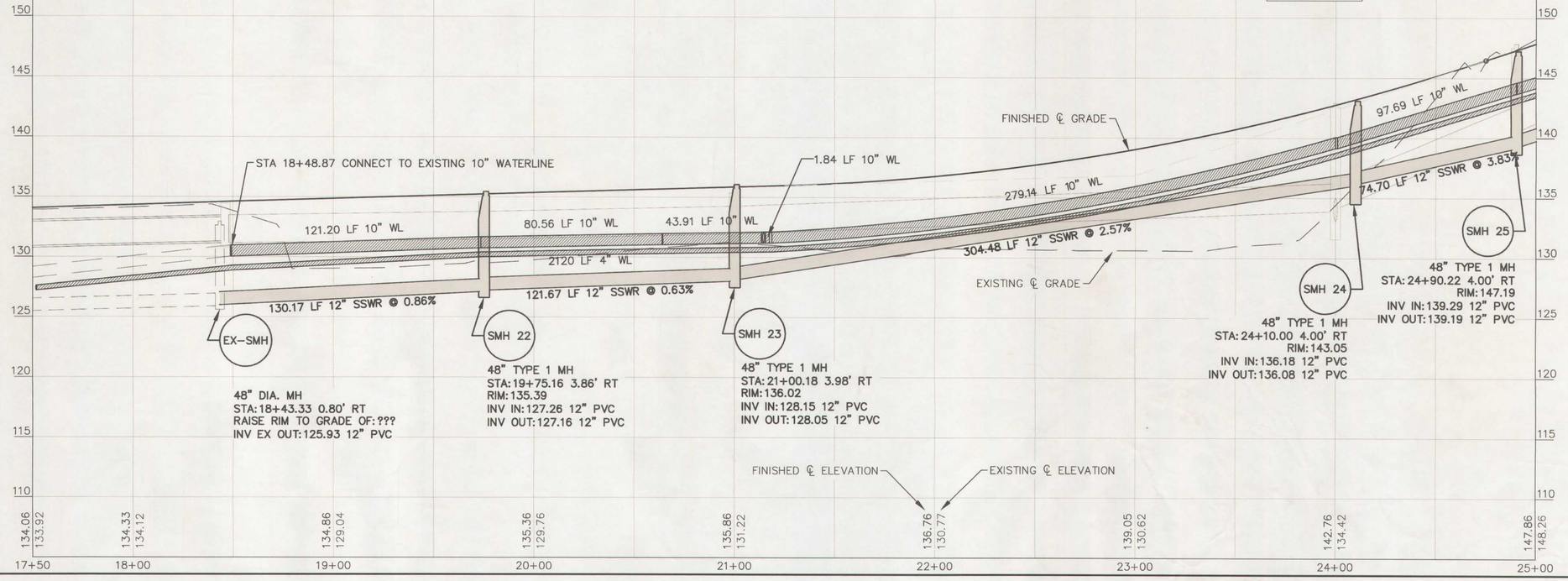
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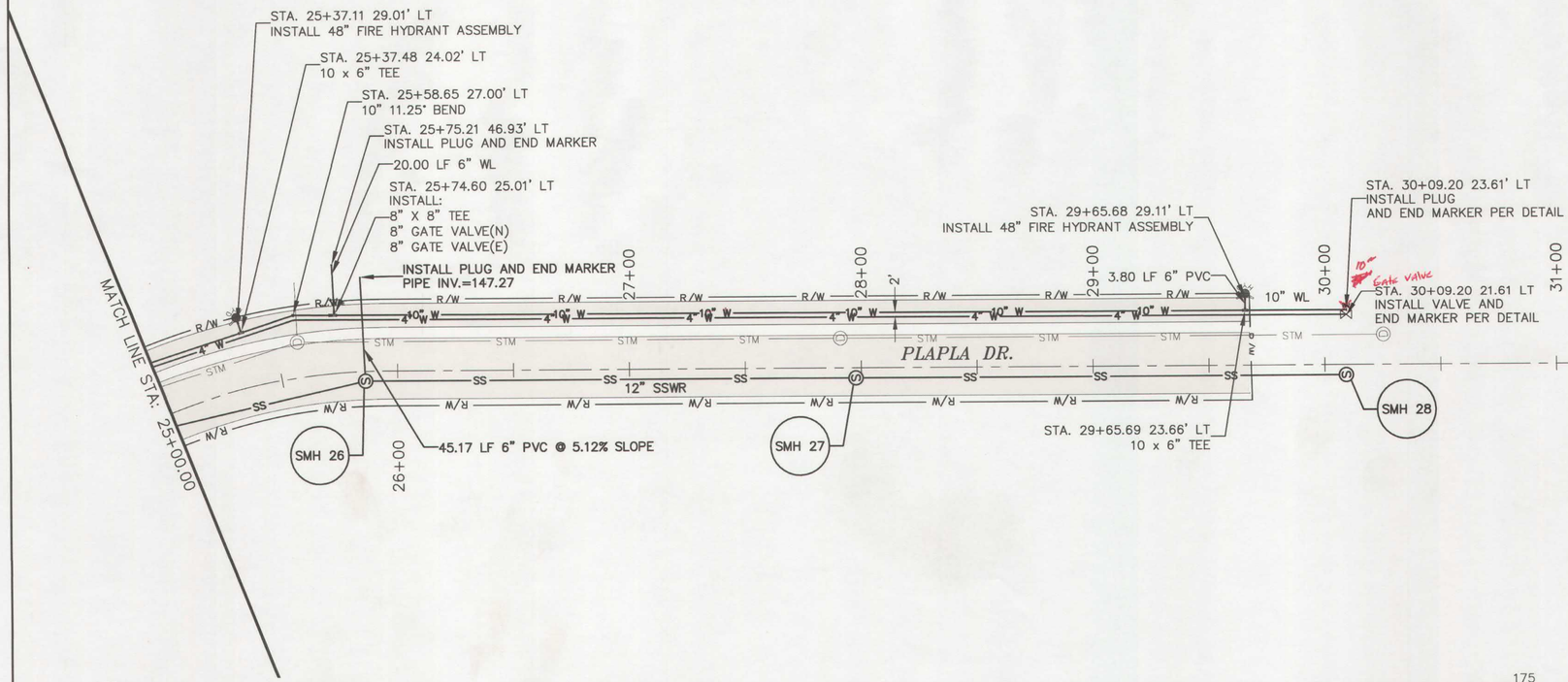
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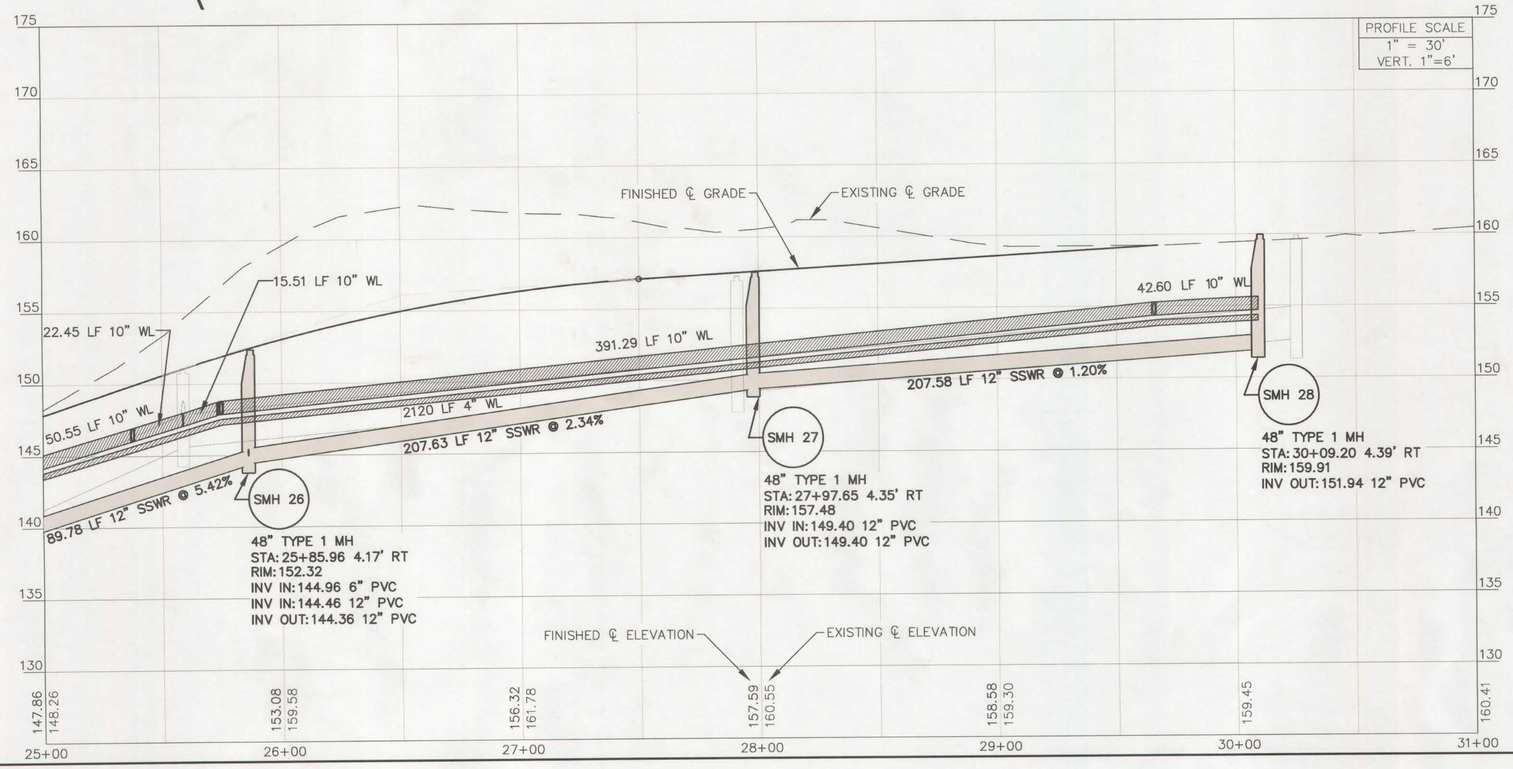
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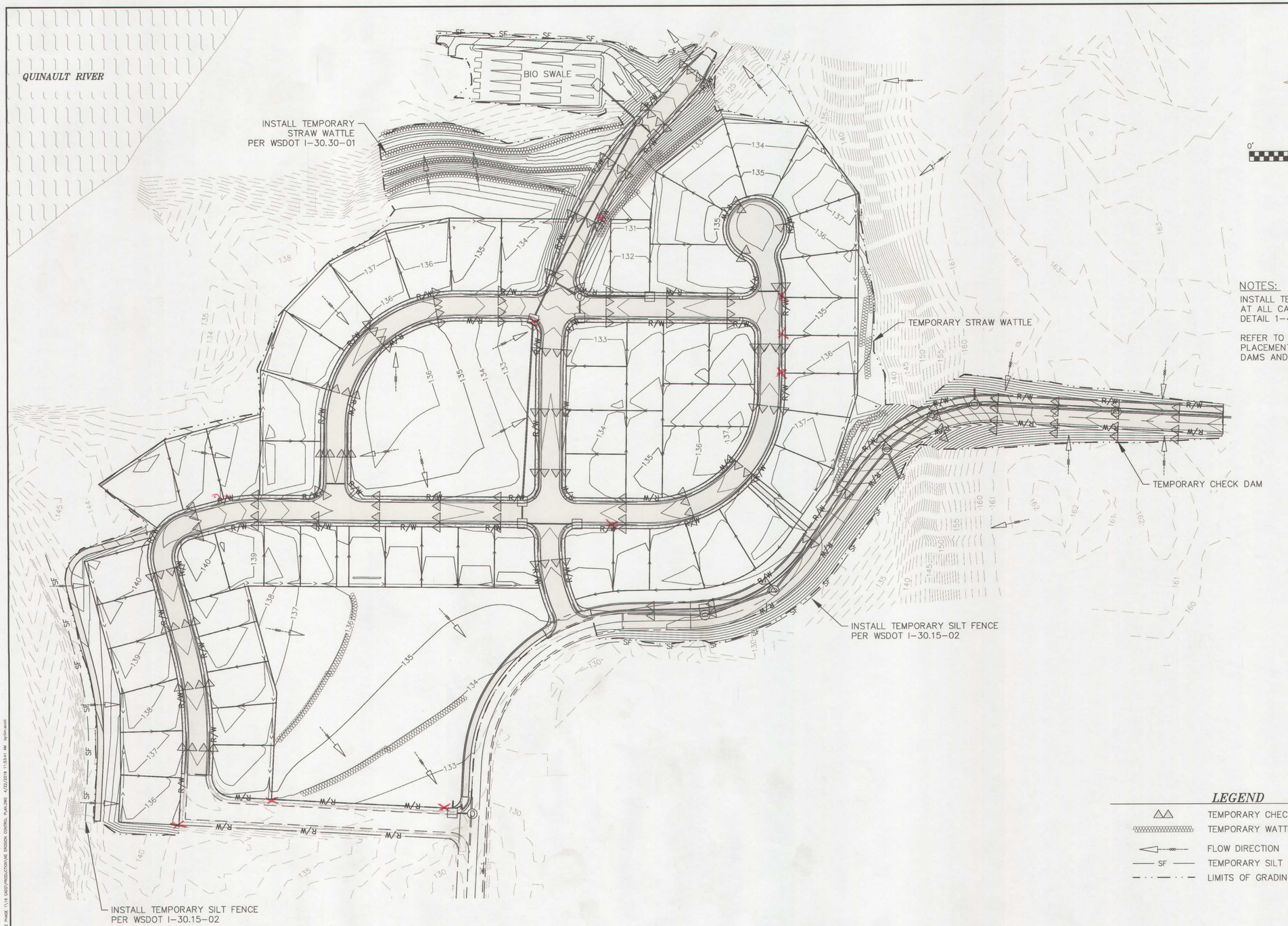
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NOTES:

INSTALL TEMPORARY INLET PROTECTION AT ALL CATCH BASINS PER WSDOT DETAIL 1-40.20-00

REFER TO WSDOT DETAILS FOR SPECIFIC PLACEMENT AND SPACING OF CHECK DAMS AND WATTLES.

LEGEND

- TEMPORARY CHECK DAM
- TEMPORARY WATTLE
- FLOW DIRECTION
- SF — TEMPORARY SILT FENCE
- LIMITS OF GRADING

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SUBDIVISION EROSION CONTROL PLAN

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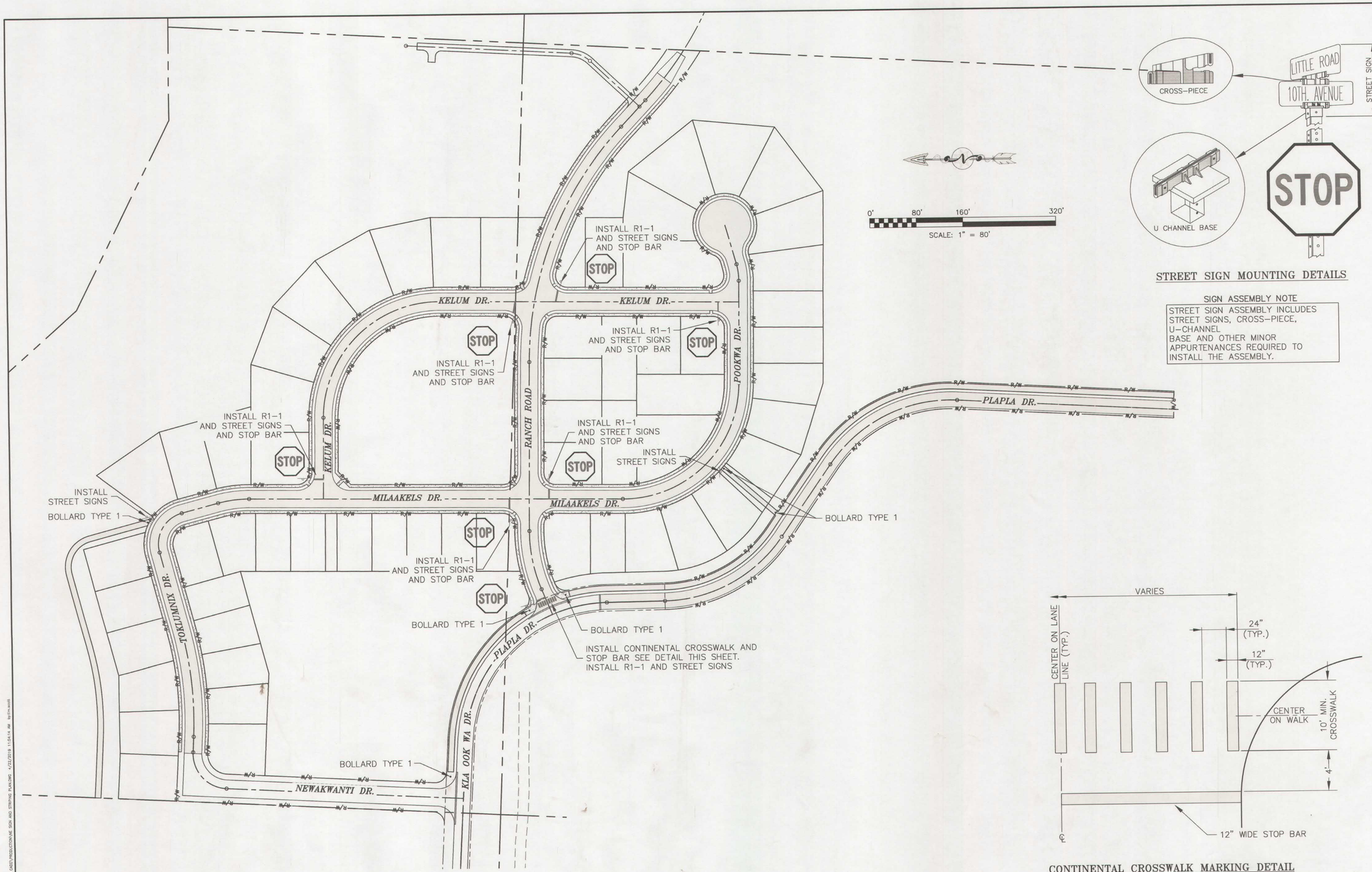
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STREET SIGN MOUNTING DETAILS

SIGN ASSEMBLY NOTE

STREET SIGN ASSEMBLY INCLUDES STREET SIGNS, CROSS-PIECE, U-CHANNEL BASE AND OTHER MINOR APPURTENANCES REQUIRED TO INSTALL THE ASSEMBLY.

CONTINENTAL CROSSWALK MARKING DETAIL

SIGN ASSEMBLY NOTE

LOCATE CROSSWALKS CENTERED ON ACCESSIBLE ROUTE LOCATION OR 5' BACK OF EXTENDED EDGE OF PAVEMENT.

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SUBDIVISION SIGN AND STRIPING PLAN

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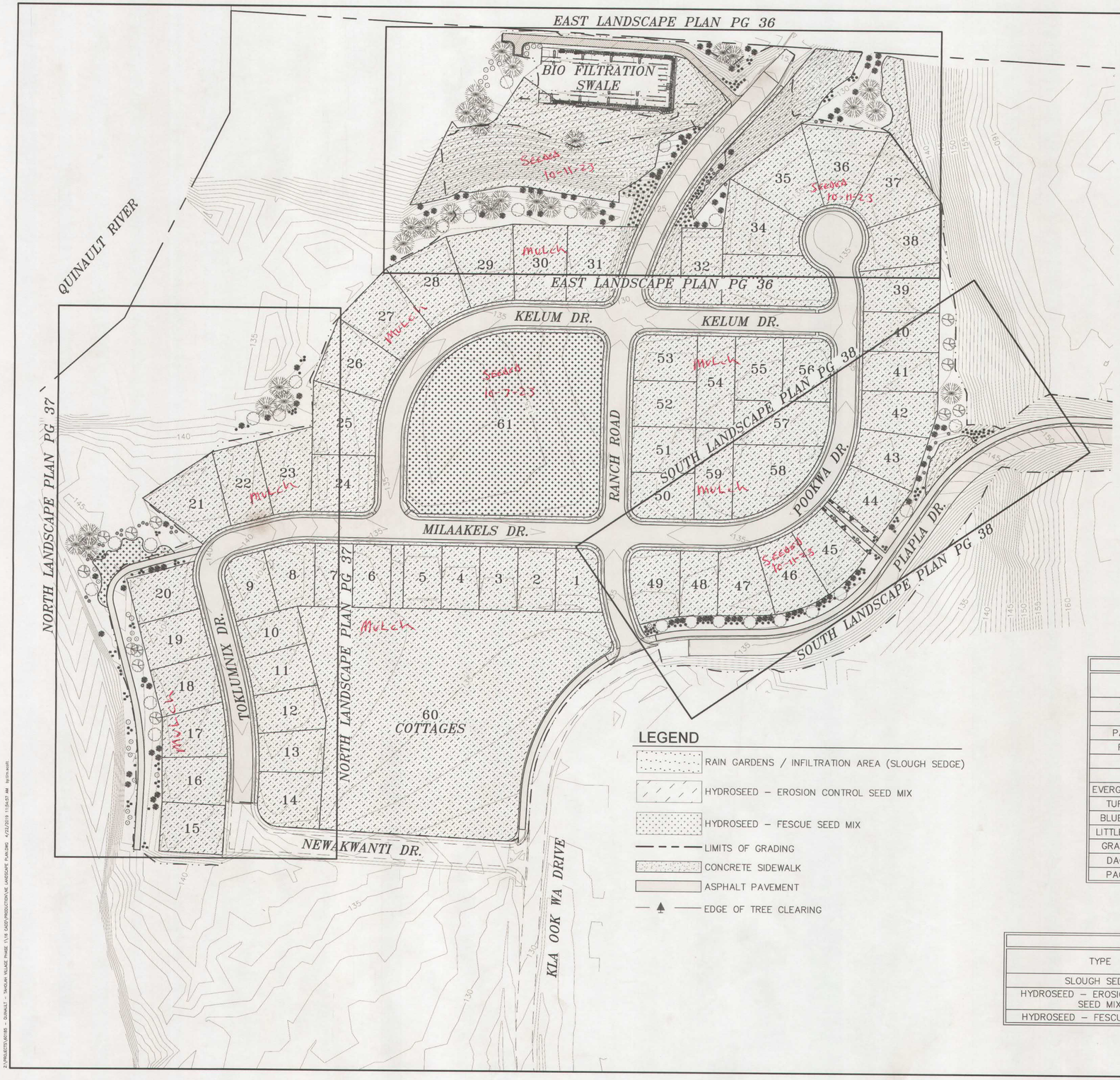
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0' 80' 160' 320'

SCALE: 1" = 80'

LEGEND

- RAIN GARDENS / INFILTRATION AREA (SLOUGH SEDGE)
- HYDROSEED – EROSION CONTROL SEED MIX
- HYDROSEED – FESCUE SEED MIX
- LIMITS OF GRADING
- CONCRETE SIDEWALK
- ASPHALT PAVEMENT
- EDGE OF TREE CLEARING

PLANT QUANTITIES		
PLANT TYPE	QUANTITY (EACH)	REMARKS
~~DOUGLAS FIR~~	13	CEDAR Can Sensitive
~~HEMLOCK~~	29	PINE
PACIFIC DOGWOOD	24	
RHODEDENDRON	99	
NOOTKA ROSE	13	
INDIAN PLUM	15	
EVERGREEN HUCKLEBERRY	47	
TUFTED HAIR GRASS	102	
BLUE WILD RYE GRASS	68	
LITTLE BLUESTEM GRASS	96	
GRACEFUL CINQUEFOIL	1,816	INCLUDES ROADSIDE DITCH PLANTING
DAGGER LEAF RUSH	1,448	INCLUDES ROADSIDE DITCH PLANTING
PACIFIC SILVERWEED	577	INCLUDES ROADSIDE DITCH PLANTING

GROUND COVER QUANTITIES		
TYPE	QUANTITY (S.Y.)	REMARKS
SLOUGH SEDGE	~~6,858~~	INCLUDES BIO SWALE & ALL DITCHES
HYDROSEED – EROSION CONTROL SEED MIX	78,690	CUL-DE-SAC INCLUDED
HYDROSEED – FESCUE SEED MIX	9,469	FOR PARK AREAS ONLY

NE NEIGHBORHOOD

TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

OVERALL LANDSCAPE PLAN

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05/21/19

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FAX: (360) 258-0274
www.red-plains.com

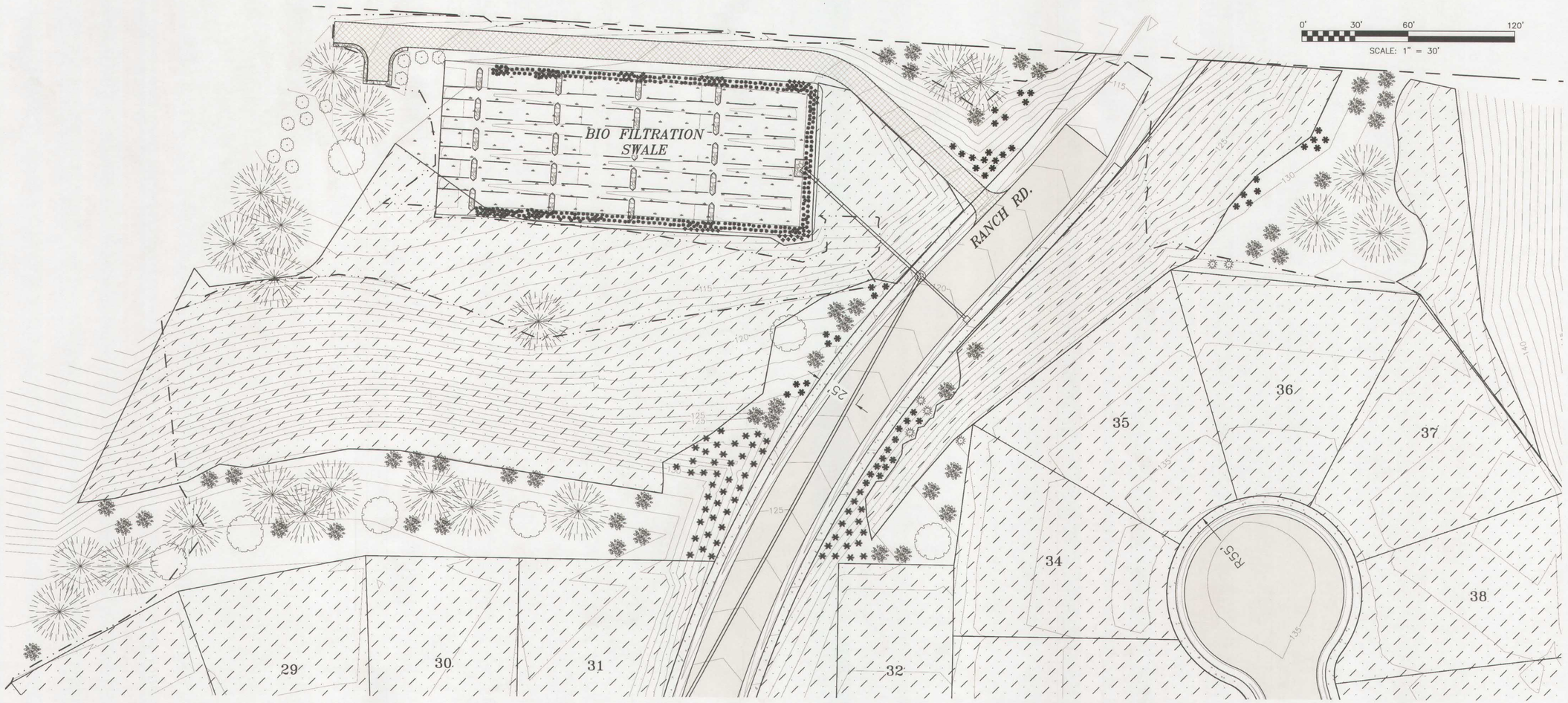
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PLANTING LEGEND

	~~DOUGLAS FIR~~ CEDAR		TUFTED HAIR GRASS
			BLUE WILD RYE GRASS
	~~HEMLOCK~~ PINE		LITTLE BLUESTEM GRASS
			SLOUGH SEDGE
	PACIFIC DOGWOOD		GRACEFUL CINQUEFOIL
			DAGGER LEAF RUSH
	RHODEDENDRON		PACIFIC SILVERWEED
	NOOTKA ROSE		HYDROSEED – WESTERN FESCUE SEED MIX
	INDIAN PLUM		
	EVERGREEN HUCKLEBERRY		HYDROSEED – EROSION CONTROL SEED MIX
	LIMITS OF GRADING		EDGE OF TREE CLEARING
	PROPERTLY LINE		ASPHALT PAVEMENT
	CONCRETE SIDEWALK		GRAVEL ACCESS ROAD

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EAST LANDSCAPE PLAN

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QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

NORTH LANDSCAPE PLAN

PLANTING LEGEND

DOUGLAS FIR	TUFTED HAIR GRASS
	BLUE WILD RYE GRASS
HEMLOCK	LITTLE BLUESTEM GRASS
	SLOUGH SEDGE
PACIFIC DOGWOOD	GRACEFUL CINQUEFOIL
	DAGGER LEAF RUSH
RHODEDENDRON	PACIFIC SILVERWEED
NOOTKA ROSE	HYDROSEED – WESTERN FESCUE SEED MIX
INDIAN PLUM	
EVERGREEN HUCKLEBERRY	HYDROSEED – EROSION CONTROL SEED MIX
LIMITS OF GRADING	EDGE OF TREE CLEARING
PROPERTLY LINE	ASPHALT PAVEMENT
CONCRETE SIDEWALK	GRAVEL ACCESS ROAD

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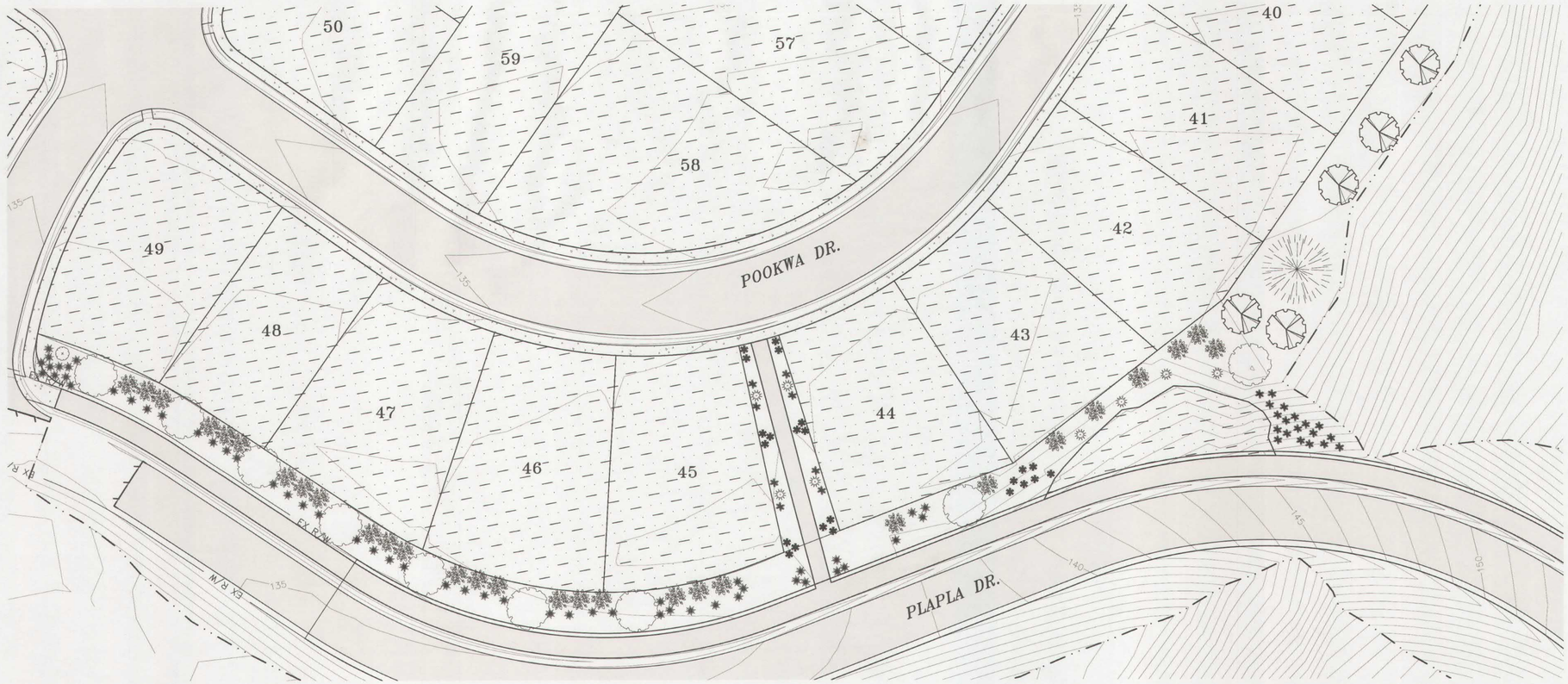
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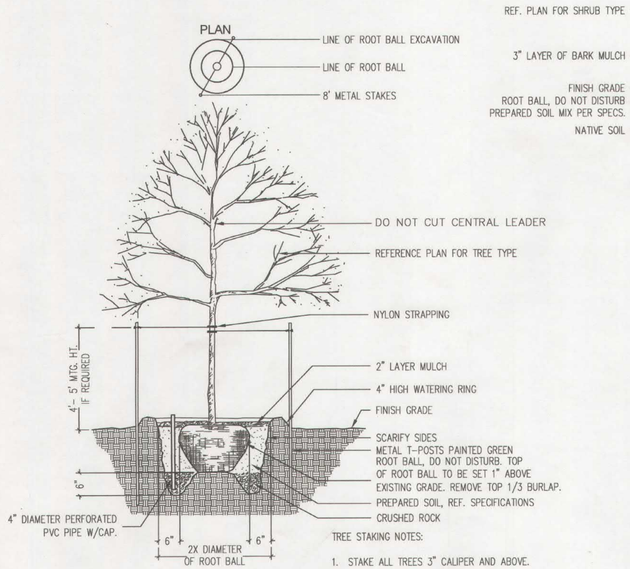


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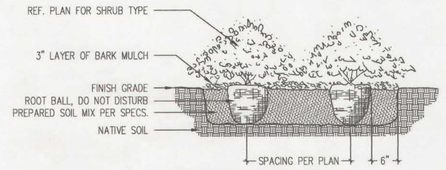
SOUTH LANDSCAPE PLAN



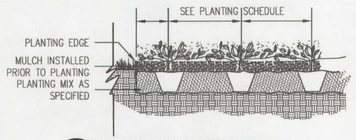
TREE STAKING NOTES:

1. STAKE ALL TREES 3" CALIPER AND ABOVE.
2. LOCATE STAKES OUTSIDE OF TREE WELL POSITION STAKES TO SECURE TREE AGAINST SEASONAL PREVAILING WINDS.
3. USE RUBBER HOSE TO PROTECT TRUNK.
4. THREAD (2) STRANDS NO. 12 GAUGE GALVANIZED WIRE (TWISTED) THROUGH HOSE AND TIE TO STAKES.

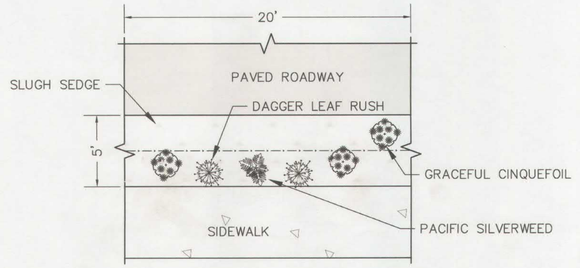
1 TREE DETAIL NTS



2 SHRUB DETAIL NTS



3 GROUND COVER NTS



4 ROADSIDE DITCH PLANTING DETAIL NTS

PLANTING LEGEND

DOUGLAS FIR	TUFTED HAIR GRASS
	BLUE WILD RYE GRASS
HEMLOCK	LITTLE BLUESTEM GRASS
	SLOUGH SEDGE
PACIFIC DOGWOOD	GRACEFUL CINQUEFOIL
	DAGGER LEAF RUSH
RHODEDENDRON	PACIFIC SILVERWEED
NOOTKA ROSE	HYDROSEED – WESTERN FESCUE SEED MIX
INDIAN PLUM	
EVERGREEN HUCKLEBERRY	HYDROSEED – EROSION CONTROL SEED MIX
LIMITS OF GRADING	EDGE OF TREE CLEARING
PROPERTLY LINE	ASPHALT PAVEMENT
CONCRETE SIDEWALK	GRAVEL ACCESS ROAD

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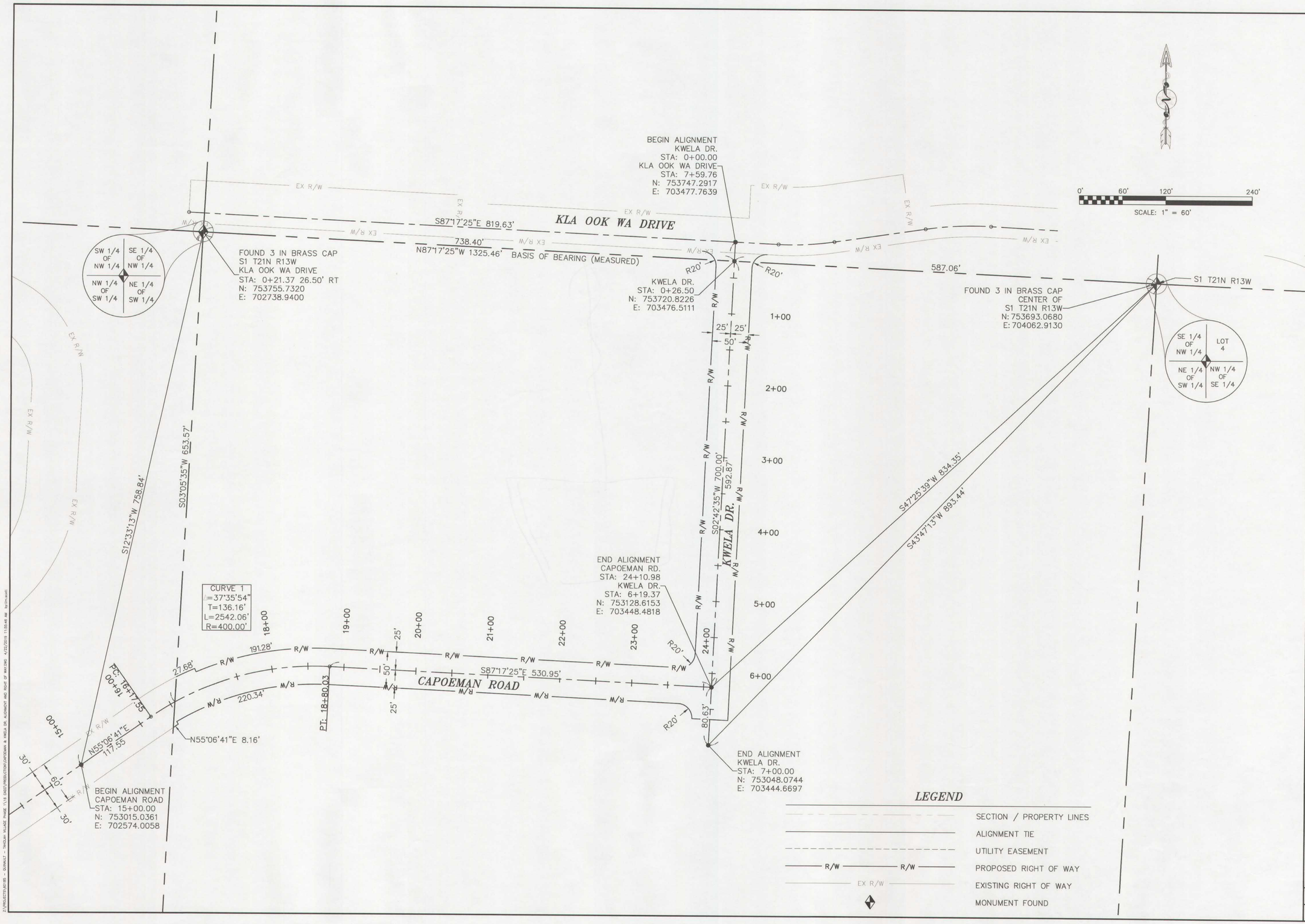
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TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

CAPOEMAN & KWELA DR. ALIGNMENT AND RIGHT OF WAY



LEGEND

- SECTION / PROPERTY LINES
- ALIGNMENT TIE
- UTILITY EASEMENT
- R/W — R/W — PROPOSED RIGHT OF WAY
- EX R/W — EXISTING RIGHT OF WAY
- MONUMENT FOUND

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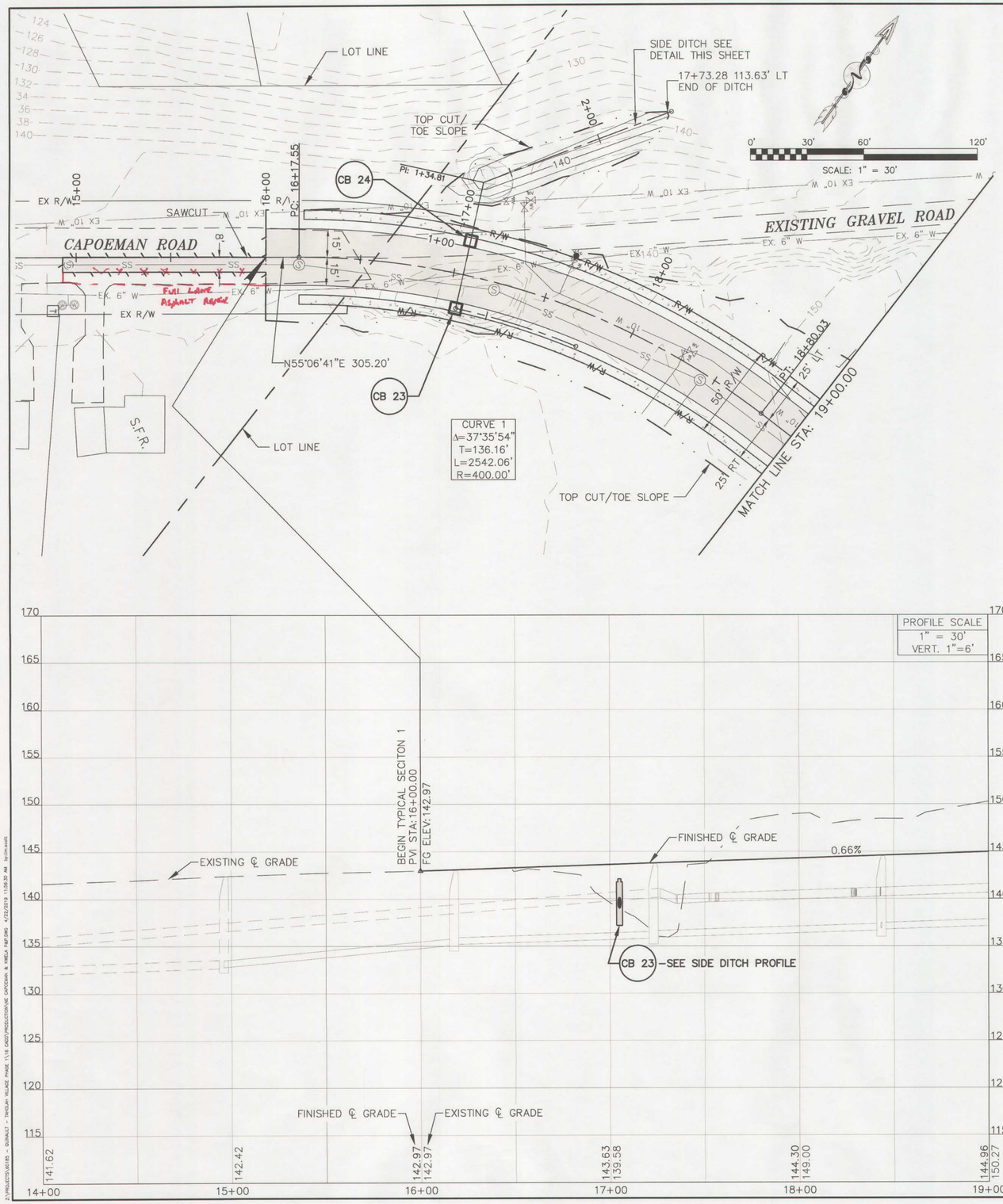
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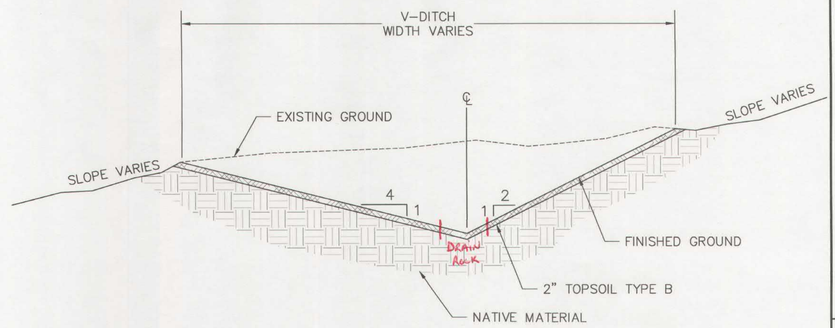
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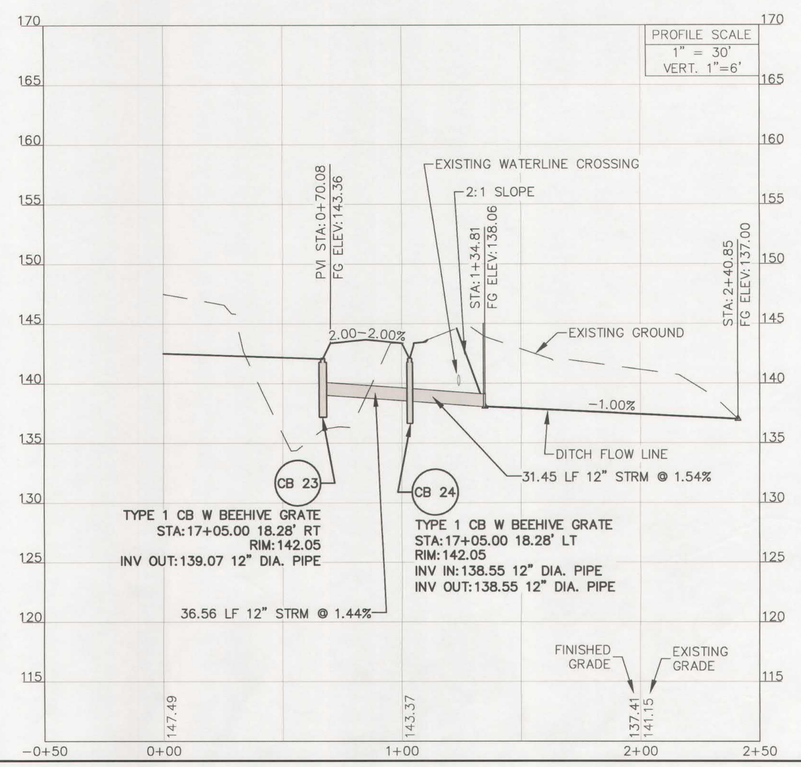
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STORM DRAIN SIDE DITCH TYPICAL SECTION

NOT TO SCALE



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CAPOEMAN ROAD PLAN & PROFILE

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BEGIN IMPROVEMENTS
MATCH EXISTING
PVI STA: 0+10.39
FG ELEV: 125.27

PVI STA: 0+12.72
FG ELEV: 125.22
BVCS: 0+30.00
BVCE: 125.68

PVI STA: 0+80.00
PVI ELEV: 127.01
K: 33.92
LVC: 100.00'

EVCS: 1+30.00
EVCE: 129.27

FINISHED ℄ GRADE
EXISTING ℄ GRADE
4.51%

BVCS: 4+75.00
BVCE: 144.83

PVI STA: 5+50.00
PVI ELEV: 148.21
K: 37.40
LVC: 150.00'

EVCS: 6+25.00
EVCE: 148.58

0.50%
1.71%

END IMPROVEMENTS
STA: 6+64.37
FG ELEV: 148.78

PVI STA: 7+00.00
FG ELEV: 149.39
MATCH EXISTING

PROFILE SCALE
1" = 30'
VERT. 1"=6'

KLA OOK WA DRIVE
KWELA DR.
CAPOEMAN ROAD
EXISTING GRAVEL ROAD
EXISTING GRAVEL ROAD
50' R/W
25' RT
25' LT
15'
15'
S02°42'35"W 653.98'
R30'(TYP.)
147.69
147.75
147.75
148.48
PC: 8+19.83
PT: 8+97.37
STA. 6+19.37 KWELA DR.
STA. 24+10.98 CAPOEMAN RD.
TOP CUT/TOE SLOPE
EXTRA GRAVEL SITE

SCALE: 1" = 30'

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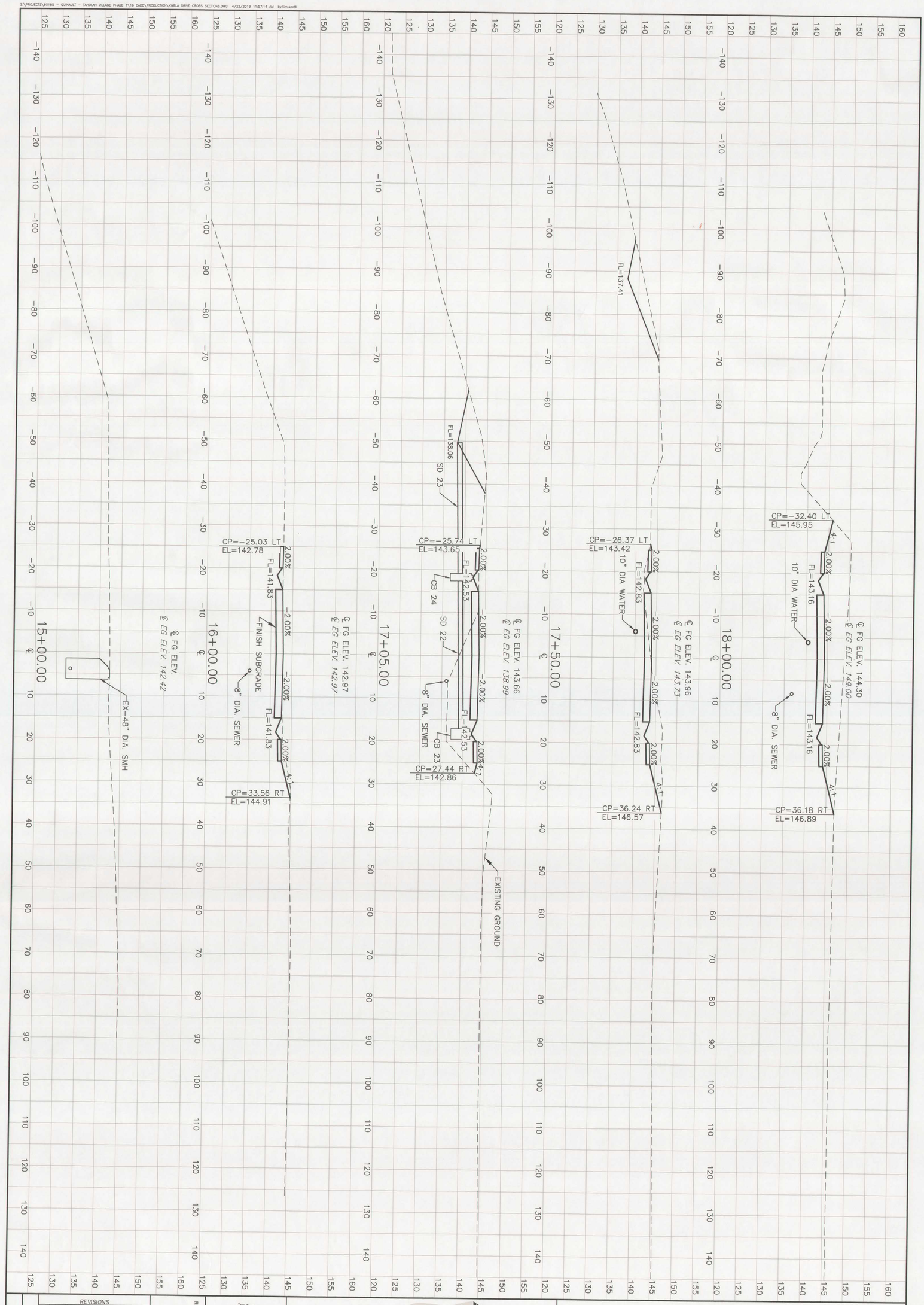
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KWELA DRIVE PLAN & PROFILE

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CAPOEMAN ROAD CROSS SECTIONS

℄ FG ELEV. 147.61
℄ EG ELEV. 150.67

CP=-41.77 LT
EL=151.61

4:1 2.00% -2.00% -2.00% 2.00% 4:1

FL=146.48 FL=146.48

10" DIA WATER

CP=34.89 RT
EL=149.89

23+00.00

℄ FG ELEV. 146.95
℄ EG ELEV. 151.33

CP=-47.72 LT
EL=152.43

4:1 2.00% -2.00% -2.00% 2.00% 4:1

FL=145.82 FL=145.82

10" DIA WATER

CP=36.64 RT
EL=149.66

22+00.00

℄ FG ELEV. 146.29
℄ EG ELEV. 151.35

CP=-51.25 LT
EL=152.65

4:1 2.00% -2.00% -2.00% 2.00% 4:1

FL=145.15 FL=145.15

10" DIA WATER

FINISH SUBGRADE

EXISTING GROUND

CP=37.16 RT
EL=149.13

21+00.00

℄ FG ELEV. 145.62
℄ EG ELEV. 149.68

CP=-47.04 LT
EL=150.93

4:1 2.00% -2.00% -2.00% 2.00% 4:1

FL=144.49 FL=144.49

10" DIA WATER

8" DIA. SEWER

CP=36.46 RT
EL=148.29

20+00.00

℄ FG ELEV. 144.96
℄ EG ELEV. 150.27

CP=-51.02 LT
EL=151.27

4:1 2.00% -2.00% -2.00% 2.00% 4:1

FL=143.83 FL=143.83

10" DIA WATER

8" DIA. SEWER

CP=36.56 RT
EL=147.65

19+00.00

-130 -120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 ℄ 10 20 30 40 50 60 70 80 90 100 110 120 130 140

165 160 155 150 145 140 135 130 125

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CAPOEMAN ROAD CROSS SECTIONS

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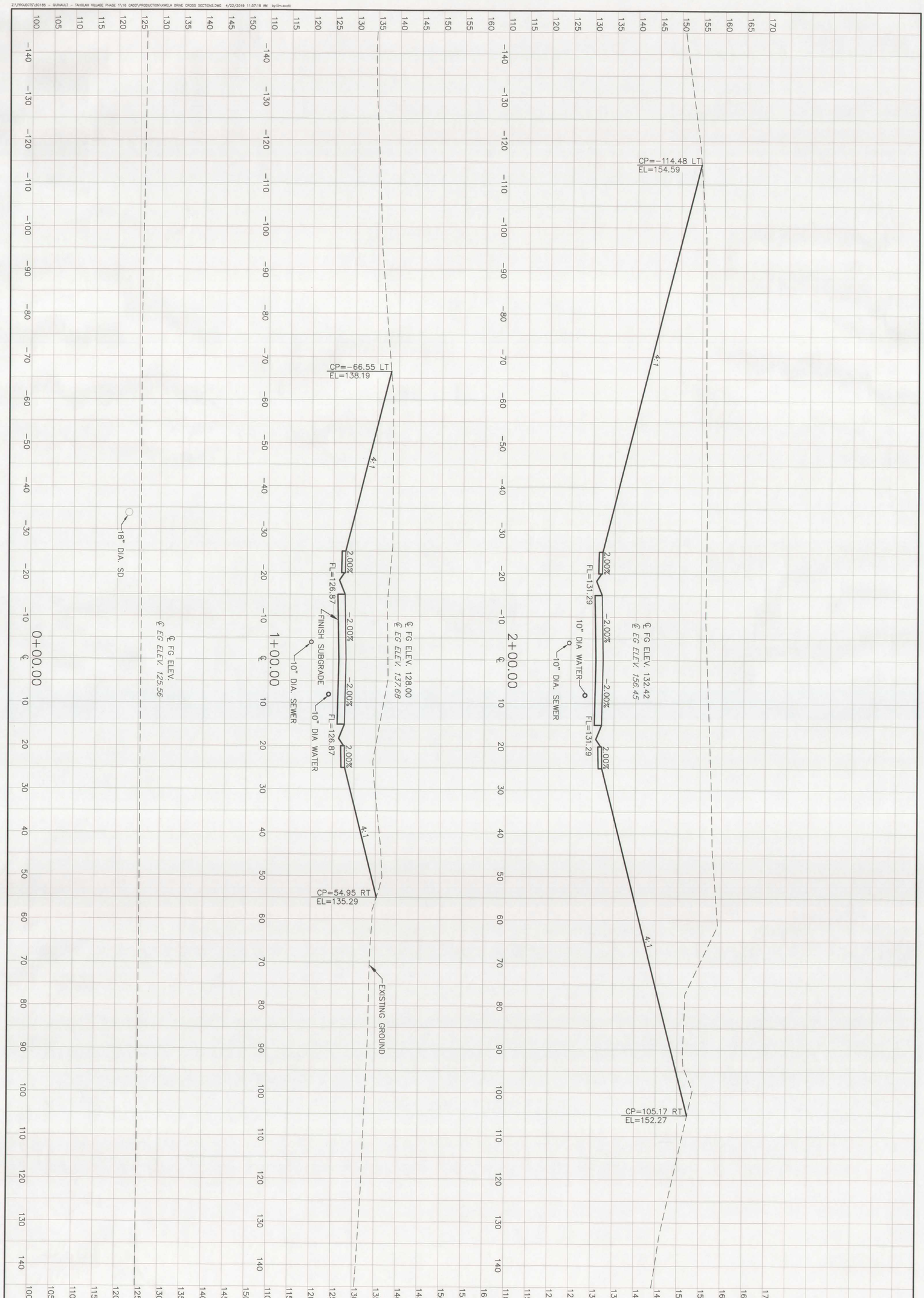
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STATE OF WASHINGTON
RANDY C. HANSEN
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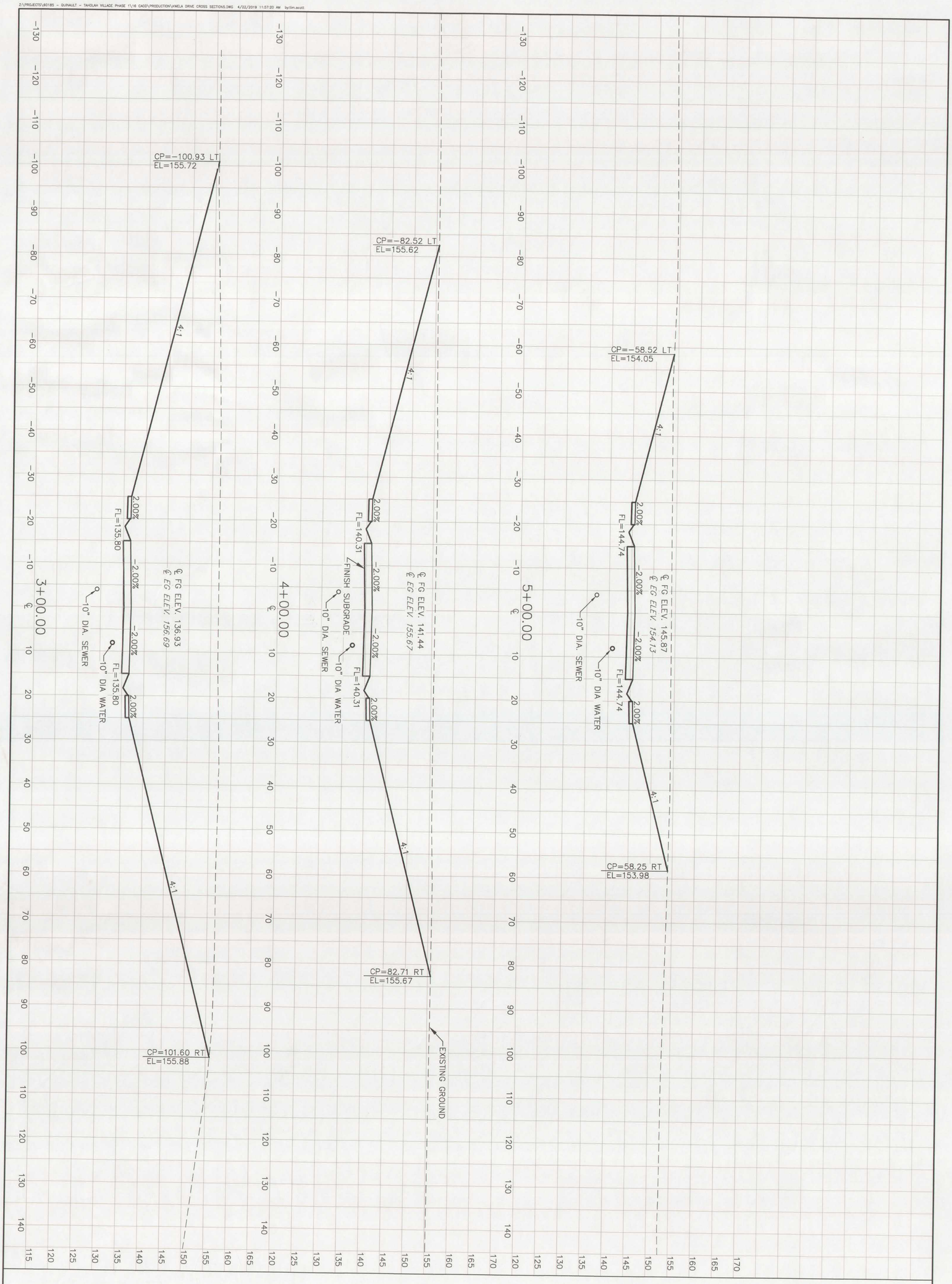
TAHOLAH VILLAGE

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KWELA DRIVE CROSS SECTIONS

Record

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DANNY G. HUNSAKER
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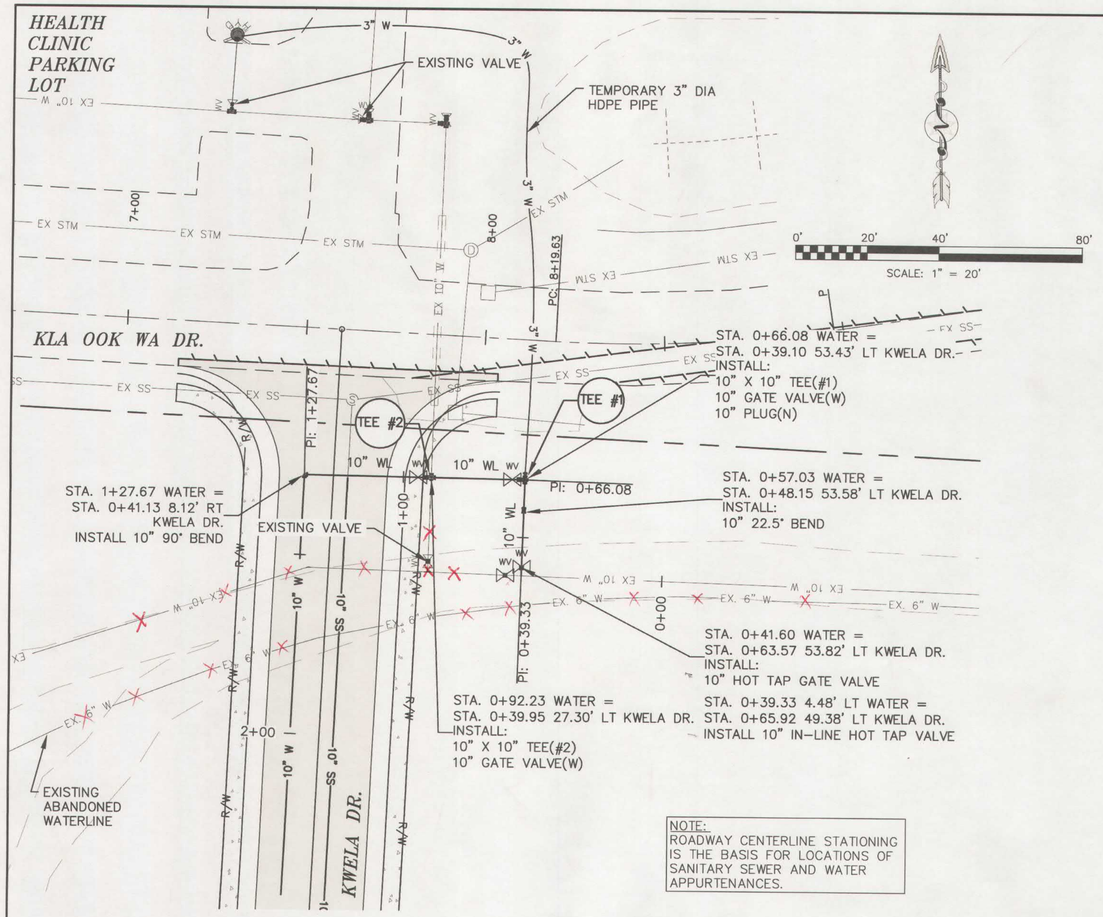
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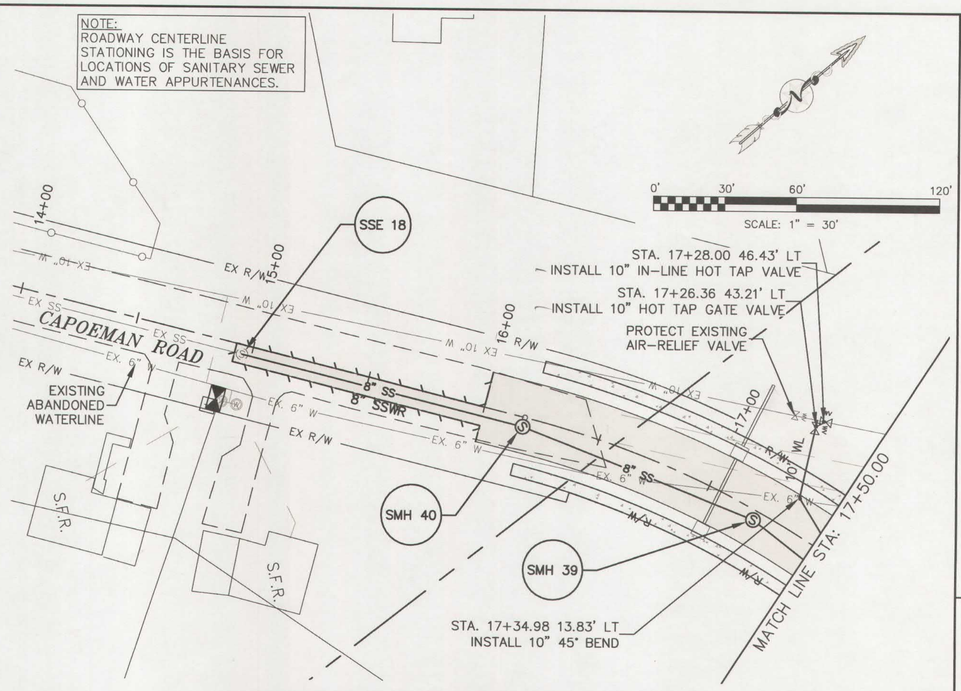
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KWELA DRIVE CROSS SECTIONS

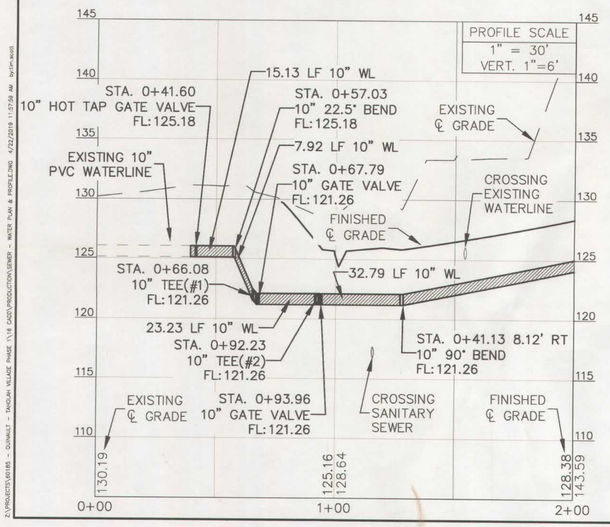
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NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.



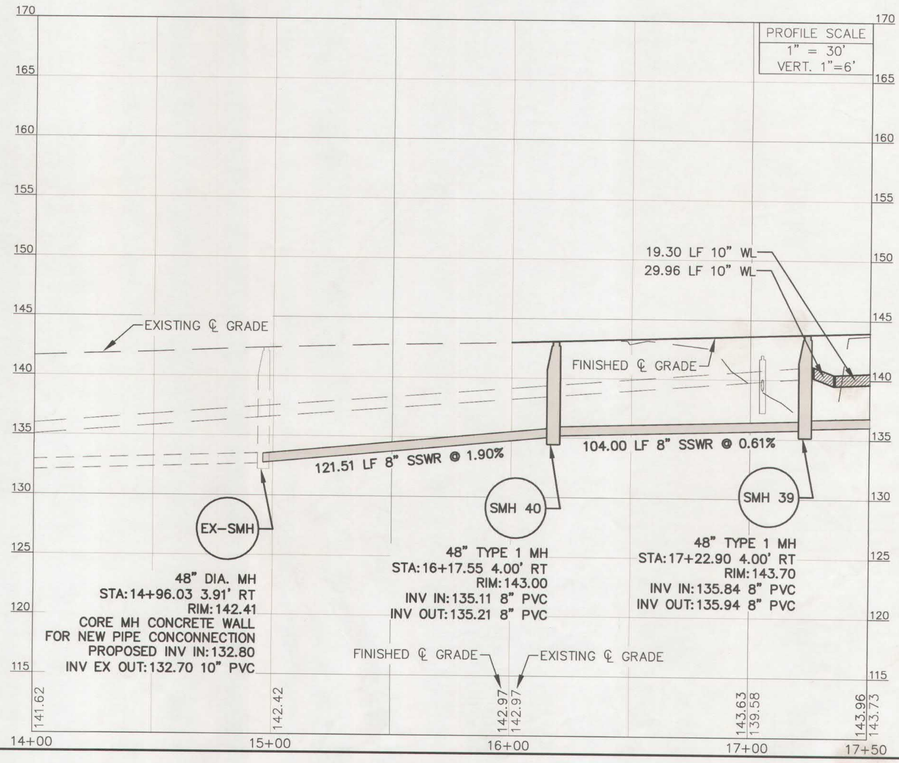
SOUTHWEST SEWER AND WATER TIE-IN PLAN



NOTE:
ROADWAY CENTERLINE STATIONING IS THE BASIS FOR LOCATIONS OF SANITARY SEWER AND WATER APPURTENANCES.

SUGGESTED CONSTRUCTION SEQUENCE FOR CAPOEMAN ROAD & KWELA DRIVE WATERLINE:

1. BUILD THRUST COLLARS TO RESTRAINT EXISTING WATER LINE AT TIE-IN LOCATIONS.
2. INSTALL HOT TAP VALVES AND INLINE VALVE TO EXISTING WATER LINES.
3. INSTALL SHORT SECTION OF WATER LINE TO A NEW TEE #1 FROM THE NEW HOT TAP VALVE NEAR THE CLINIC.
4. INSTALL GATE VALVE ON WEST BRANCH AND PLUG ON NORTH BRANCH OF TEE #1.
5. PRESSURE TEST THE NEW LINE BETWEEN THE TEE AND THE HOT TAP.
6. REMOVE THE PLUG AND INSTALL 3" ø HDPE PIPE FOR TEMPORARY CONNECTION TO FIRE HYDRANT IN THE CLINIC PARKING LOT. THIS PIPE WILL TRAVEL OUT OF THE TRENCH AND ACROSS KLA OOK WA DRIVE. CLOSE THE ROAD OVER THE PIPE.
7. FLUSH AND DISINFECT NEW WATERLINE, TEMPORARY WATERLINE, AND FIRE HYDRANT IN THE CLINIC PARKING.
8. COORDINATE WITH CLINIC FOR TIME OF REDUCED WATER SERVICE.
9. OPEN HOT TAP VALVE AND HYDRANT VALVE. CLOSE VALVES ON THE NORTH SIDE OF KLA OOK WA DRIVE AND THE EXISTING HOT TAP VALVE SOUTH OF KLA WA OOK DRIVE. THIS WILL ISOLATE THE EXISTING SERVICE LINE AND PROVIDE TEMPORARY SERVICE TO THE CLINIC.
10. INSTALL PIPING FROM TEE #1 TO EXISTING CLINIC SERVICE LINE SOUTH OF KLA OOK WA DRIVE. CONNECT NEW AND EXISTING CLINIC PIPES WITH TEE #2. INSTALL GATE VALVE ON THE WEST BRANCH OF TEE #2. THIS VALVE IS THE START OF THE WATER LINE INSTALLED IN THE KWELA DRIVE.
11. PRESSURE TEST AND DISINFECT THE NEW WATER LINE FROM TEE #1 TO TEE #2.
12. CLOSE THE VALVES TO ISOLATE TEE #1 FROM THE SYSTEM. REMOVE TEMPORARY SERVICE LINE AND PLUG THE NORTH BRANCH OF TEE #1.
13. OPEN THE VALVES ON WEST BRANCH OF TEE #1 AND ON THE NORTH SIDE OF KLA OOK WA DRIVE TO RESTORE FULL WATER SERVICE TO THE CLINIC.
14. INSTALL WATER LINE IN KWELA DRIVE AND CAPOEMAN ROAD TO THE HOT TAP VALVE ON THE SOUTHWEST TIE IN POINT.
15. OPEN VALVE AT TEE #2 AND HOT TAP VALVE ON THE SOUTHWEST TIE IN POINT.
16. CLOSE INLINE VALVES AND REMOVE EXISTING PIPING.
17. INSTALL PLUGS FITTING DOWNSTREAM OF INLINE VALVES.



NE NEIGHBORHOOD

TAHOLAH VILLAGE
QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SEWER - WATER PLAN & PROFILE

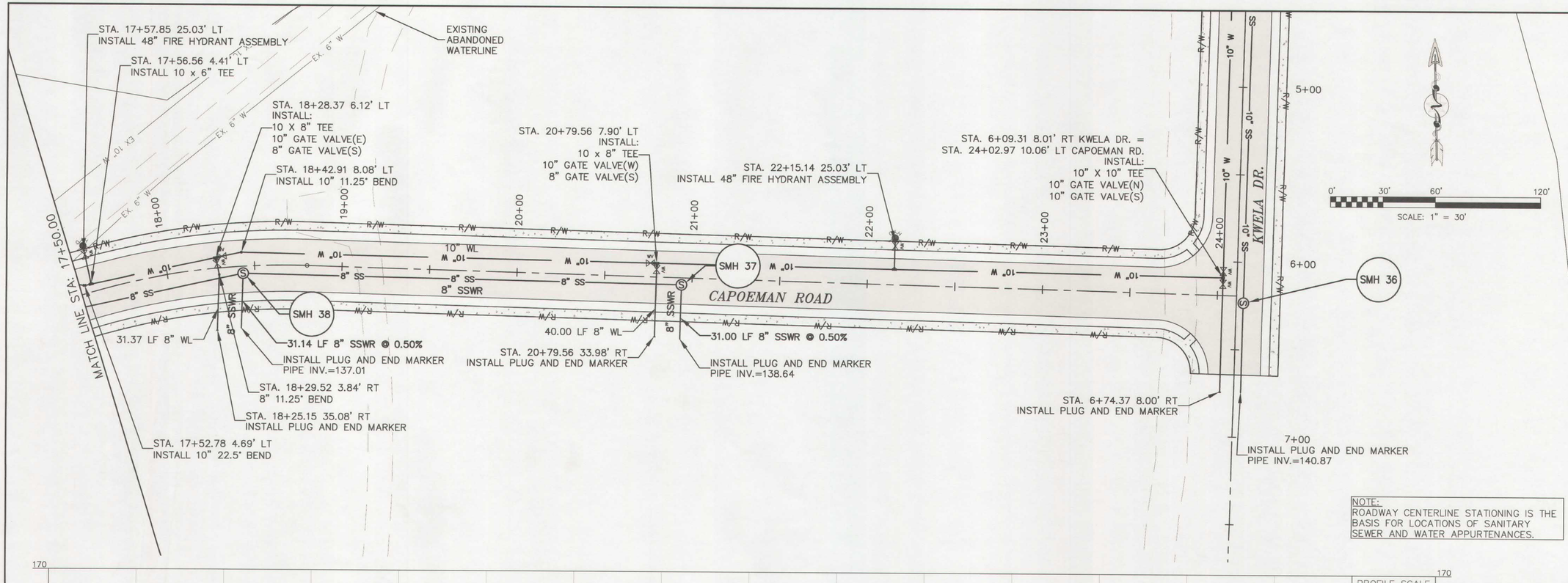
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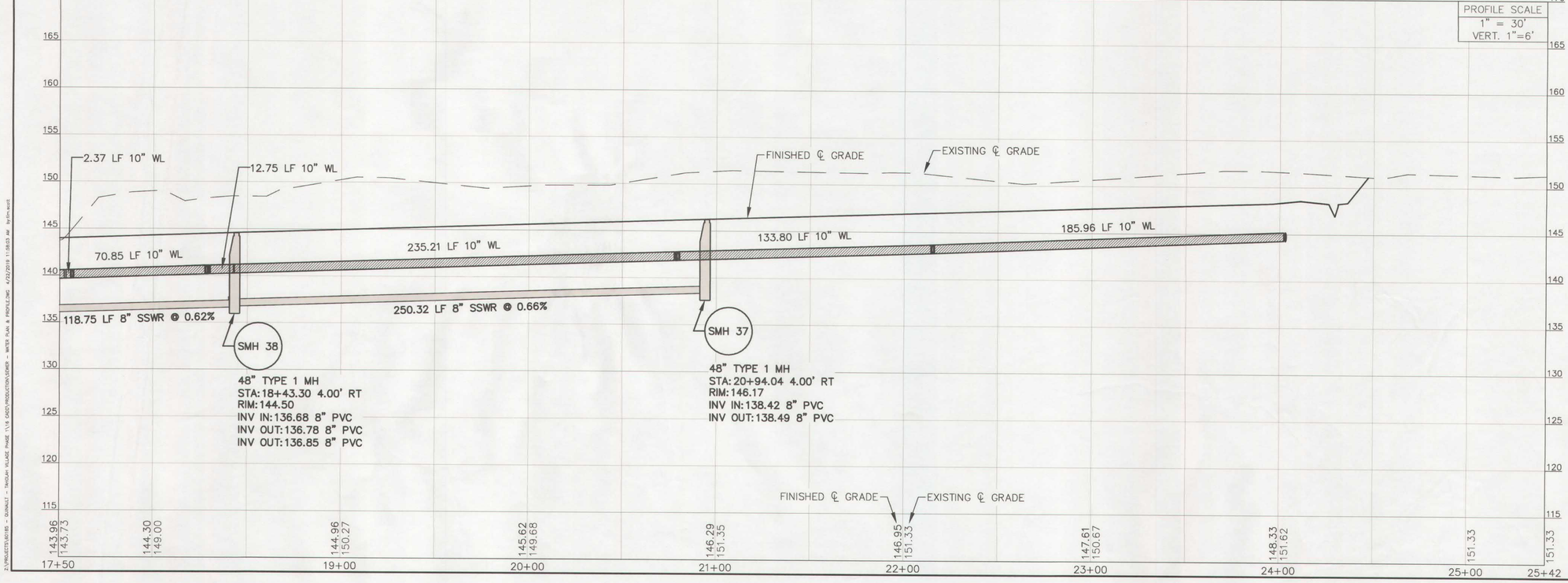
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NOTE:
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TAHOLAH VILLAGE

QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

SEWER - WATER PLAN & PROFILE

SCALE: 1" = 30'

KLA OOK WA DRIVE

KWELA DR.

CAPOEMAN ROAD

EX-SMH

STA. 0+41.13 8.12' RT
INSTALL 10" 90° BEND

STA. 3+38.31 25.08' RT
INSTALL 48" FIRE HYDRANT ASSEMBLY

STA. 3+38.31 8.05' RT
INSTALL 10 x 6" TEE

STA. 6+09.31 8.01' RT KWELA DR. =
STA. 24+02.97 10.06' LT CAPOEMAN RD.
INSTALL:
10" X 10" TEE
10" GATE VALVE(N)
10" GATE VALVE(S)

INSTALL PLUG AND END MARKER
PIPE INV.=140.87

STA. 6+74.37 8.00' RT
INSTALL PLUG AND END MARKER

EXISTING
ABOUNDED
WATERLINE

SMH 35

SMH 36

NOTE:
ROADWAY CENTERLINE
STATIONING IS THE BASIS FOR
LOCATIONS OF SANITARY SEWER
AND WATER APPURTENANCES.

PROFILE SCALE
1" = 30'
VERT. 1"=6'

EXISTING ℄ GRADE

48" TYPE 1 MH
STA: ±0+19.50 ±4.00' LT
RIM: ±125.45
INV IN: ±115.86 10" PVC
INV IN: ±115.66 12" PVC
INV OUT: ±115.56 12" PVC

STA. 0+41.13 8.12' RT
10" 90° BEND
FL: 121.26

FINISHED ℄ GRADE

EXISTING WATERLINE

295.63 LF 10" WL

378.04 LF 10" SSWR @ 4.61%

STA 0+41.46
CONNECT TO EXISTING 8" SANITARY SEWER
±21.96 LF 10" EXT SSWR @ ±4.53%

268.03 LF 10" WL

203.87 LF 10" SSWR @ 3.03%

48" TYPE 1 MH
STA: 4+19.50 4.00' LT
RIM: 142.24
INV IN: 134.35 10" PVC
INV OUT: 134.27 10" PVC

63.03 LF 10" WL

51.00 LF 10" SSWR @ 0.49%

48" TYPE 1 MH
STA: 6+23.37 4.00' LT
RIM: 148.49
INV IN: 140.62 10" PVC
INV OUT: 140.52 10" PVC

125.56	128.00 137.68	132.42 156.45	136.93 156.69	141.44 155.67	145.87 154.13	148.38 152.03	149.39 149.39	149.64
0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00

FINISHED ℄ GRADE — EXISTING ℄ GRADE

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QUINAULT INDIAN NATION, GRAYS HARBOR COUNTY, WA

OFFSITE EROSION CONTROL PLAN

TEMPORARY STRAW WATTLE

TEMPORARY STRAW WATTLE

0' 40' 80' 160'

SCALE: 1" = 40'

INSTALL TEMPORARY STRAW WATTLE PER WSDOT I-30.30-01

KWELA DR.

CAPOEMAN RD.

TEMPORARY STRAW WATTLE

TEMPORARY STRAW WATTLE

INSTALL TEMPORARY CHECK DAM PER WSDOT DETAIL I-50.20-01

S.F.R.

NOTES:

INSTALL TEMPORARY INLET PROTECTION AT ALL CATCH BASINS PER WSDOT DETAIL 1-40.20-00

REFER TO WSDOT DETAILS FOR SPECIFIC PLACEMENT AND SPACING OF CHECK DAMS AND WATTLES.

LEGEND

- TEMPORARY CHECK DAM
- TEMPORARY WATTLE
- FLOW DIRECTION
- SF — TEMPORARY SILT FENCE
- LIMITS OF GRADING

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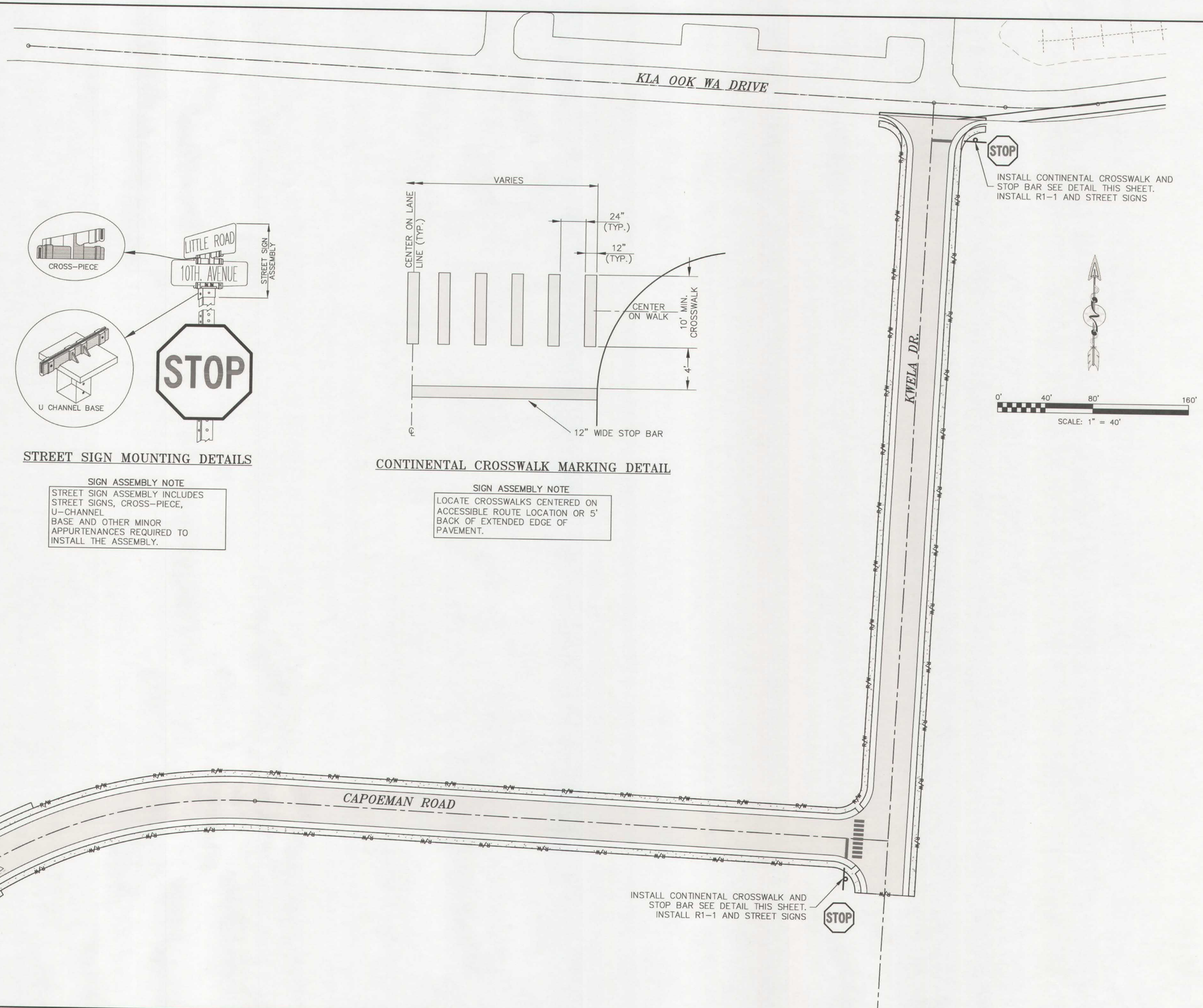
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Records

PROJ. 60185

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STREET SIGN MOUNTING DETAILS

SIGN ASSEMBLY NOTE

STREET SIGN ASSEMBLY INCLUDES STREET SIGNS, CROSS-PIECE, U-CHANNEL BASE AND OTHER MINOR APPURTENANCES REQUIRED TO INSTALL THE ASSEMBLY.

CONTINENTAL CROSSWALK MARKING DETAIL

SIGN ASSEMBLY NOTE

LOCATE CROSSWALKS CENTERED ON ACCESSIBLE ROUTE LOCATION OR 5' BACK OF EXTENDED EDGE OF PAVEMENT.

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OFFSITE SIGN AND STRIPING PLAN

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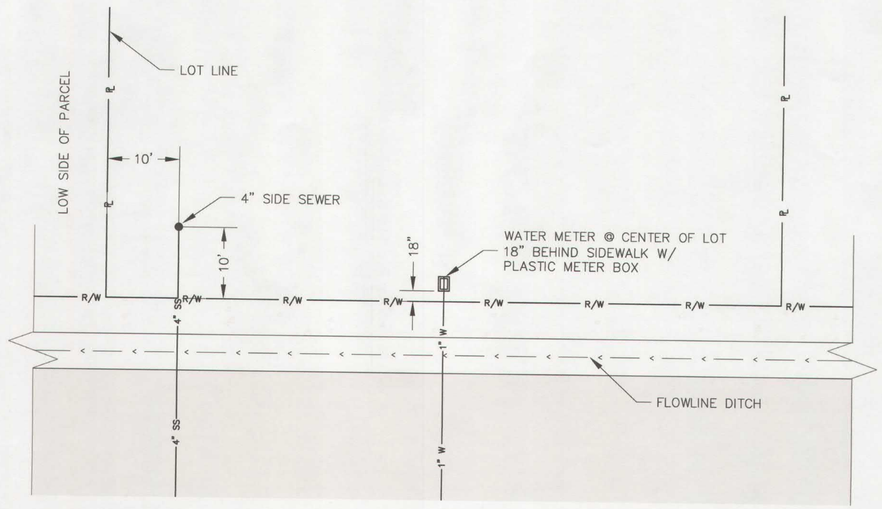
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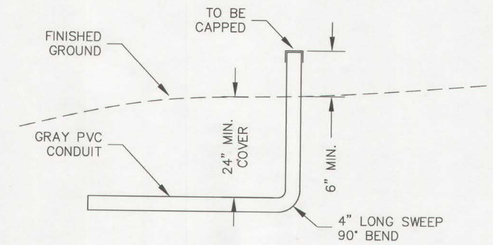
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TYPICAL UTILITY SERVICE LATERAL LOCATION

NOT TO SCALE



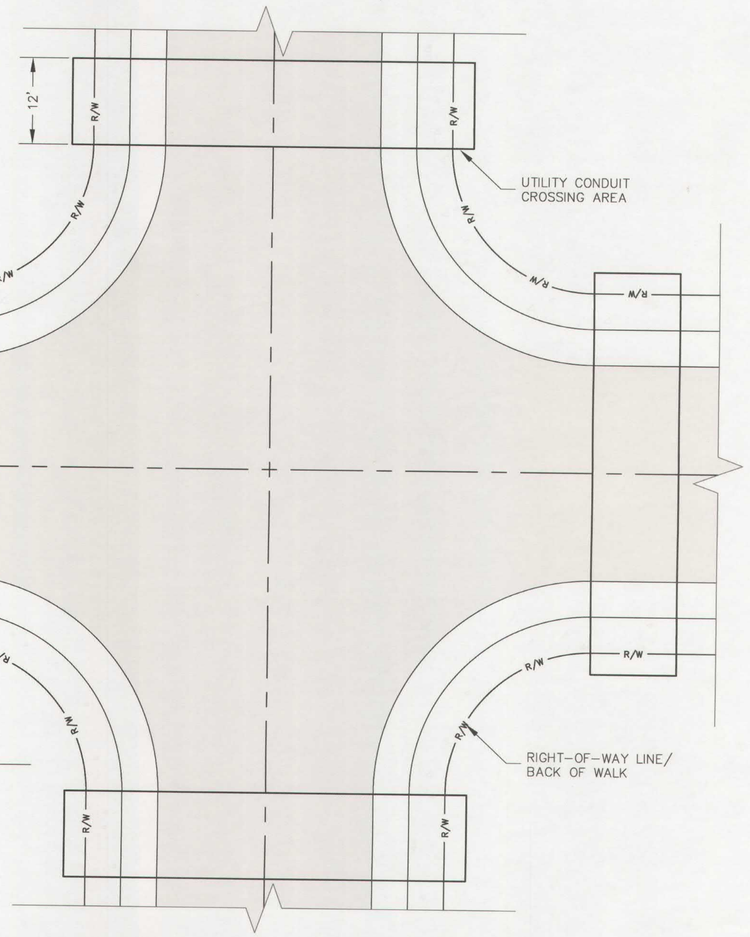
DETAIL A

CONDUIT VERTICAL LOCATE RISER DETAIL

NOT TO SCALE

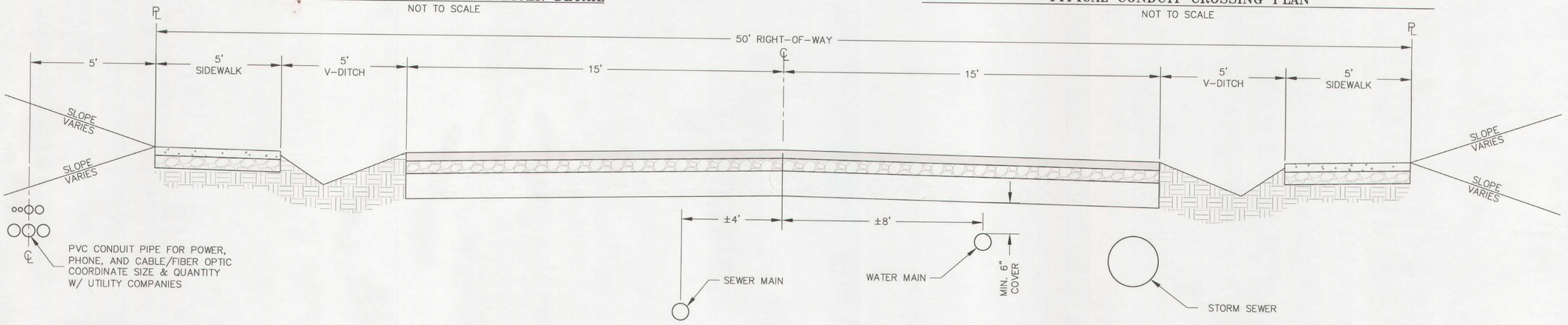
NOTES:

1. EXTEND ALL CONDUITS 3' BEYOND RIGHT-OF-WAY LINE.
2. ALL CONDUIT TRENCHES TO BE COMPACTED TO 95% OF MAXIMUM FOR FULL DEPTH.
3. CONDUITS LOCATED ON ALL INTERSECTION LEGS BUT ONE.



TYPICAL CONDUIT CROSSING PLAN

NOT TO SCALE



TYPICAL UTILITY LAYOUT RESIDENTIAL STREETS

NOT TO SCALE

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TYPICAL UTILITY LAYOUT DETAILS

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Taholah CDR homes

Exhibit C - CMGC Cost Matrix

Description	Direct Cost of Work	General Conditions	CM/GC Fee	Owner Cost
Project Superintendent			X	
Senior Project Manager (for project specific time only)			X	
Project Manager			X	
Assistant Project Manager			X	
Field Foremen			X	
Project Engineers			X	
Field Engineers			X	
On site Clerical support			X	
Scheduler (for project specific time only)			X	
MEP Coordinator (for project specific time only)			X	
Safety Coordinator (for project specific time only)			X	
Employee fringes, vacation, and sick leave			X	
Project related travel, lodging, meals, per diem, etc.			X	
Jobsite office and storage trailer rental			X	
Job office furniture, equipment, and expendables			X	
Job office security and cleaning			X	
Costs for project-based vehicles			X	
Postage and Shipping			X	
Project photos			X	
Computers, Copiers, Printers, Fax Machines			X	
Document printing			X	
Warranty and correction of non-conforming work			X	
Commissioning coordination NA	Not used			
Value engineering			X	
Temporary toilets	X			
Drinking water	X			

Description	Direct Cost of Work	General Conditions	CM/GC Fee	Owner Cost
Contractor signage			X	
Safety equipment for CM/GC personnel			X	
First aid supplies & Fire Extinguishers			X	
Substance abuse testing/monitoring			X	
CM/GC mobilization/demobilization			X	
Jobsite security			X	
GM/GC parking/shuttles			X	
Phone & Internet installation & line charges			X	
Telephones, cell phones, radios, pagers			X	
Small tools for CM/GC usage			X	
General Superintendents			X	
Project Executive			X	
CM/GC principals(s) in charge			X	
Payroll/Accounting/Data Processing			X	
Bonuses			X	
Corporate safety officer			X	
Home office administration			X	
Corporate IT support			X	
Computer Software			X	
Home office payroll costs, fringes, bonuses, etc.			X	
Soils report				X
Special inspections and testing				X
Planning and building permits and fees Quinault, other by contractor				X
Development fees				X
Performance/payment bond		X		
Subcontractor bonds	X			
Builder's risk insurance				X
General liability insurance		X		
Subcontractor Default Insurance		X		
Construction surveying/building layout	X			
Property Corner Legal Survey				

Description	Direct Cost of Work	General Conditions	CM/GC Fee	Owner Cost
Subcontracts	X			
Wages for trade labor	X			
Labor burden for trade labor	X			
Materials and equipment for site logistics	X			
Rental equipment used on site	X			
Temporary fencing	X			
Barricades	X			
Temporary enclosures	X			
Temporary stairs	X			
Opening protection	X			
Safety railings and fall protection	X			
Weather protection	X			
Grays Harbor PUD Electric Utility Costs				X
Temporary utilities hookup	X			
Temporary utility bills(associated with permanent meter)				X
Construction Water	X			
Periodic cleanup	X			
Dump fees	X			
Final cleanup	X			
Flagging/traffic control	X			
Dust control	X			
Trade permits (if not included in subcontracts)	X			
TERO Fee				X

DRAFT

AIA® Document A102™ – 2017

Standard Form Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

This AGREEMENT made as of the «» day of « » in the year «.»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

«The Quinault Indian Nation (QIN)
PO Box 189
1214 Aalis Dr
Taholah, WA 98587»

and the Contractor:
(Name, address and other information)

«»

for the following Project:
(Name, location and detailed description)

«Taholah CDR»

The Architect:
(Name, address and other information)
Construction plans provided by Lungren Massey, LLC

Contractor is providing Design as Design-Build Contractor

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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16 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project or other Project information:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed. (Identify special characteristics or needs of the Project not provided elsewhere.)

«See Request for Proposal dated November 8th, .

§ 1.1.2.1 The Owner identifies the following representative for the Project:
(List name, address, and other contact information.)

Written notice for Claims also to be provided to:

§ 1.1.2.2 The Owner's Representative in accordance with Section 4.2 is listed below:
(List name, address, and other contact information.)

« TBD »

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Owner's Representative is authorized to act on behalf of the Owner with respect to certain contract administration and pay application certification functions. The authority of Owner's Representative may be supplemented or changed in writing by the Owner. Owner's Representative shall have no obligations to make payments hereunder, and nothing contained in this Agreement is intended to create any contractual relationship between the Contractor and the Owner's Representative, nor confer any third-party beneficiary rights upon the Contractor with relation to the Owner's Representative. Neither the presence of, nor the monitoring or observations of the Owner's Representative shall limit or reduce the Contractor's liability for defects in its Work, and it is understood that the Contractor will be solely and completely responsible for its Work, compliance with the Contract Documents, and the working conditions on the job site, including safety, during the performance of the Work.

§ 1.1.2.1 The Owner's Representative may designate a project manager to perform some of the obligations of the Owner's Representative.

§ 1.1.3 The persons or entities, in addition to the Owner's representative, who are required to review the Contractor's submittals to the Owner are as follows:
(List name, address and other contact information.)

« [TBD} »

§ 1.1.4 The Owner shall retain the following consultants and Separate Contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »

Contractor has been provided with copies of all Geotechnical Reports as attached to the RFP and listed here-in:

.2 Other, if any:
(List any other consultants or Separate Contractors retained by the Owner.)

§ 1.1.5 The Contractor shall retain the consultants and design-build Subcontractors listed in **Exhibit**.

§ 1.1.6 The Contractor identifies the following representative for the Project:
(List name, address, and other contact information.)

«»

The Contractor's representative shall not be changed without ten days' prior notice to the Owner.

§ 1.1.7 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Contractor may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Contractor shall appropriately adjust the Project schedule, the Contractor's services, and the Contractor's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information, provided the Contractor follows the Notice procedures set forth in this Agreement.

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ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

§ 2.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Addenda issued prior to execution of this Agreement, other documents and exhibits listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16. The Contract may not be amended except by Change Order or other written Modification executed by the Owner and Contractor, or by Construction Change Directive issued by the Owner.

§ 2.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based upon the following priorities in descending order:

.1 Contract Modifications;
.2 Change Orders;
.3 This Agreement;
.4 the General Conditions of the Contract for Construction (AIA A201-2017 as revised);
.5 the Construction Requirements and Standards set forth in **Exhibit**;
.6 All other Exhibits to the Agreement.

In the event of ambiguity in quality or quantity that is not resolved by the order of precedence above, the Contractor shall (i) provide the best quality and the most reasonable quantity as applicable; and (ii) follow the stricter standard requiring the greatest measure of performance on Contractor.

§ 2.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 2.3 Relationship of the Parties

§ 2.3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner, Owner's Representative, and consultants, and exercise the Contractor's skill and judgment in furthering the interests of the Owner to furnish efficient construction management, preconstruction services, design-build services, construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to design the Project and perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 2.3.2 Covenant of Good Faith and Fair Dealing. By entering into this Agreement, as part of the covenant of good faith and fair dealing, Contractor agrees to function within the laws, and statutes, and building codes applicable to its duties and responsibilities, proceed to fulfill its obligation under this Agreement diligently and honestly, and that it will supply accurate, complete, and current cost or pricing data for purposes of supporting or documenting Contractor's requests for contract modification, compensation, and/or payments under this Agreement.

§ 2.4 General Conditions

The general conditions of the contract shall be as set forth in A201–2017, as modified by the parties, which document is incorporated herein by reference. Supplementary General Conditions are set forth in **Exhibit B** under 01-00-00 General Conditions.

ARTICLE 3 CONTRACTOR'S PRECONSTRUCTION AND DESIGN-BUILD RESPONSIBILITIES

§ 3.1 The Contractor is acting as a general contractor / construction manager / design-builder on this Project and will be performing Preconstruction and Design-Build services with Construction Phase Work. Contractor's Preconstruction and Design-Build responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017. The Contractor's Construction responsibilities are set forth in Section 3.3. The Owner and Contractor may agree, in consultation with the Owner, for the Construction Phase to commence prior to completion of the Preconstruction / Design-Build Phase, in which case, both phases will proceed concurrently.

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§ 3.2 Preconstruction and Design Phase

§ 3.2.1 The Contractor shall exercise reasonable care in performing its services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Contractor.

§ 3.2.2 The Contractor shall schedule and conduct meetings with the Owner to discuss such matters as procedures, design, progress, coordination, and scheduling of the Work.

§ 3.2.2.1 The Contractor shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's criteria. The Contractor shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Contractor's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 3.2.3 Any information submitted by the Contractor, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process.

§ 3.2.4 The Contractor shall advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Contractor shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; design; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, schedule, life-cycle data, and possible cost

§ 3.2.5 Project Schedule

A Project Schedule is attached as **Exhibit D**. The Project schedule shall coordinate and integrate the Contractor's services and its consultants' and Subcontractors' services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion and fully comply with the requirements of AIA Document A201-2017, as revised, and the Supplementary General Conditions, identifying construction start and completion dates for each site. The Contractor shall update its schedule, which shall fully comply with the requirements of AIA Document A201-2017, as revised, and the Supplementary General Conditions. Construction at different sites is expected to run concurrently, with no more than a two-week gap between the start of each residence and a ten-month construction schedule for each home.

§ 3.2.6 Preliminary Design

§ 3.2.6.1 The Contractor shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- **.1** Confirmation of the allocations of program functions;
- **.2** Site plan for each site;
- **.3** Building plans, sections and elevations in accordance with **Exhibit**;
- **.4** Structural system;
- **.5** Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- **.6** Outline specifications or sufficient drawing notes describing construction materials.

§ 3.2.6.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Contractor with written consent to proceed to development of the Construction Documents.

§ 3.2.7 Construction Documents

§ 3.2.7.1 The Contractor shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required.

§ 3.2.7.2 The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials and systems required. The Construction Documents will meet all requirements of applicable codes, regulations, and industry standards, as well as Owner, insurer, or lender, and the information set forth in **Exhibit** The Contractor will respond to all comments, requests, or changes requested by any state or local governments, or certification or permitting agencies with jurisdiction over the Project or its use, the Owner's or insurers or Landlord, including,

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when required, the modification of Construction Documents. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

.1 be consistent with the approved design documents;
.2 provide sufficient information for the use of those in the building trades; and
.3 include documents required for regulatory agency approvals.

§ 3.2.7.3 The Contractor shall meet with the Owner periodically to review progress of the design and Construction Documents

§ 3.2.8 Design Services

§ 3.2.8.1 The Contractor shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.2.8.2 Neither the Contractor nor any Subcontractor, consultant, or architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor determines that implementation of any instruction received from the Owner would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall notify the Owner in writing.

§ 3.2.8.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, architect, consultants, subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.2.8.4 When applicable law requires that services be performed by licensed professionals, the Contractor shall provide those services through qualified, licensed professionals. The Contractor shall require that the services of the Contractor's architect and the Contractor's other consultants are performed for the benefit of the Owner as well as the Contractor. The Owner shall be a third party beneficiary of all such design contracts.

§ 3.2.8.5 The Contractor shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.8.6 The Contractor shall carefully study and compare the documents, materials and other information provided by the Owner, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered. The Contractor shall confirm all grades and contours prior to construction. The Contractor shall comply with the Construction Requirements and Standards set forth in **Exhibit**.

§ 3.2.8.7 The Contractor shall comply with the requirements of the Owner's insurers, lenders, or landlord, or their successors, in good faith. If, during the course of the Project, the Owner's insurers, lenders, or landlord require significant changes to design or construction, or significantly reduce the Contractor's ability to perform the Work in an efficient manner, the Contractor may seek equitable adjustment of the schedule and the Contract Sum, but only through the Change Order process outlined in this Agreement.

§ 3.2.8.7.1 Certifications. Upon the Owner's written request, the Contractor shall obtain from the architect, consultants, and subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by the architect, consultants, and subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Contractor's architect, consultants, and subcontractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

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§ 3.2.9 Contractor's Submittals

All professional design services or certifications to be provided by the Contractor to the Owner, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.2.10 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall defend, indemnify, and hold the Owner and its separate contractors and consultants harmless from any loss, claim, damage, or suit (including reasonable attorneys' fees) on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required by the Owner. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase for a particular Scope of Work.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution a full Notice to Proceed and receipt of permit for each site.

§ 3.3.1.3 Contractor's Key Project personnel shall be____ _____ or other individuals as approved by the Owner. . The Contractor shall cause Contractor's representative to be on the Project site at all times when Work is being performed and shall authorize Contractor's representative to receive and act on the Contractor's behalf upon instructions from the Owner given pursuant to the Contract Documents. Notice from the Owner or the Owner's Representative to Contractor's representative in connection with defective Work, or instructions for performance of the Work, shall be deemed notice of such issues to the Contractor.

§ 3.3.1.3.1 Contractor agrees that its Project team shall be of the highest capabilities, and Contractor shall staff the Project with capable employees to whom Owner has no reasonable objection for the duration of the Project, including through all punch list work and Final Completion. Contractor shall endeavor to maintain the continuity of the Key Personnel and, to the extent within Contractor's reasonable control, Contractor shall not change or remove Key Personnel until Final Completion without the written approval of the Owner.

§ 3.3.2 Administration

Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes of the meetings to the Owner and Owner's Representative.

§ 3.3.3 Monthly Report

The Contractor shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Owner's Representative on the progress of the entire Work including, but not limited to, status of cost/budget, schedule, and any other outstanding issues requiring resolution. The Contractor shall maintain a daily log containing a record of weather, hours of all workers, Subcontractors working on the site and the number of their workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Owner's Representative. Contractor shall prepare, circulate, and maintain weekly meeting minutes, including 3-week look-ahead schedules, in addition to separate logs for Requests for Information (RFIs), Submittals, Change Orders, contingency use, buyout, critical delivery tracking, and permit tracking.

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§ 3.3.4 Cost Control

The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner at monthly intervals. Reporting of variances is for accounting purposes only and shall not constitute a Notice of Claim.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 The Owner shall establish and periodically update the Owner's budget for the entire Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, (3) Owner's budget for different scopes of work, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor. The Owner, in consultation with the Contractor, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.3 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase and if applicable, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.3.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.3.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.3.3 The Owner has furnished services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Contractor shall utilize the information, and all construction shall be in accordance with the Geotechnical Engineers recommendations.

§ 4.1.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. The term "Owner" means the Owner or the Owner's authorized representative.

ARTICLE 5 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 5.1 The date of commencement of the Work shall be:

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(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner as set forth in Section 4.1.1.

[« X »] Established as follows:

Contractor shall commence Work within ten (10) days of receipt of a full, unrestricted Notice to Proceed issued by the Owner, and issuance of the first, partial, or full permit for construction. The Owner may issue Letters of Authorization or limited notices to proceed for early Work or long lead items prior to issuance of a full, unrestricted Notice to Proceed. Owner's ability to issue a full Notice to Proceed is contingent upon availability of financing for the Project. Should the Owner's financing fail to be available as anticipated for any reason, the Owner shall be entitled to terminate this Agreement for its convenience and the parties hereto shall have no further obligations to each other, except for work or materials previously approved or ordered in writing by Owner, subject to established not-to-exceed amounts.

§ 5.1.1 The Contract Time shall be measured from the date of commencement of the Construction Phase Work.

§ 5.2 Contractor shall and hereby does subordinate all of its lien rights, if any, to the interests of the mortgage(s)/deed(s) of trust relating to this Project or property held by Owner's lender(s)/bond financiers for the Project, their successors or assigns. Contractor shall, if requested by Owner, additionally execute an agreement, in form and substance satisfactory to Owner's lender(s)/bond financiers for the Project, so subordinating lien rights to the interests of Project lender(s)/bond financiers; provided however, that Contractor shall not be required to enter into any such agreement that materially alters its rights under this Agreement, save for the subordination of Contractor's lien rights. Contractor shall likewise ensure that all of its subcontractors and suppliers of every tier subordinate their lien rights.

§ 5.3 Substantial Completion

§ 5.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« X »] Not later than _____ ([) calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 5.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Lot 1	
Lot 2	
Lot 3	
Lot 4	
Lot 5	
Lot 6	
Lot 7	
Lot 8	
Lot 9	
Lot 10	
Lot 11	
Lot 12	
Lot 13	
Lot 14	
Lot 15	
Lot 16	

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Lot 17
Lot 18

§ 5.3.3 If the Contractor fails to achieve Substantial Completion of Final Completion as provided in this Section 5.3, liquidated damages, if any, shall be assessed as set forth in Section 6.2.1.6.

§ 5.3.4 The Contractor shall achieve Final Completion within thirty (30) days of the Substantial Completion Date set forth above, subject to adjustments of the Contract Time as provided in the Contract Documents, unless otherwise set forth in the Agreement.

ARTICLE 6 COMPENSATION AND PAYMENTS

§ 6.1 Compensation for Preconstruction Phase Services

§ 6.1.1 For the Contractor's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Contractor as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Time and materials to a Not to Exceed amount of $0.00. »

§ 6.1.2 The allowable billing rates for Preconstruction Phase services of the Contractor and the Contractor's Consultants and Subcontractors are set forth in **Exhibit** Cost of the Work.

§ 6.1.3 Payments for Preconstruction Phase Services

§ 6.1.3.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 6.1.3.2 Payments are due and payable within thirty (30) days after receipt of Contractor's invoice.

§ 6.2 Compensation for Construction Phase Services and Work

§ 6.2.1 Contract Sum

§ 6.2.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 6.2.1.2 The Contractor's Fee:

«**§ 6.2.1.2.1** The Contractor's Fee shall be _____ (%) of the Cost of the Work, as defined in Article 7. The Contractor's Fee is expressly understood to include, but is not limited to, any and all, home office costs and overhead, margins, profit, and economic impact associated with the Project and Work.

§ 6.2.1.2 .2 There shall be no Contractor's Fee or mark-up paid on the value of Work attributable to errors, omissions, or fault of the Contractor.

§ 6.2.1.2.3 All self-performed Work must be agreed upon in advance and in writing by Owner. Unless specifically agreed in advance and in writing by Owner, amounts for overhead and profit on Work self-performed by the Contractor may not exceed Contractor's Fee percentage set forth in this Section. All self-performed Work will be billed at labor rates included in this Agreement. Should the Owner agree to allow the Contractor to self-perform Work, at its discretion Owner may require the Contractor to provide sealed bids to be returned to Owner for scopes of work.

§ 6.2.1.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« Contractor's Fee on Change Orders shall be _____ (%) of the extra Work approved by Change Order, Construction Change Directive, or Unilateral Change Order, but only on those costs that are considered a Cost of the Work, as defined in Article 7. The Contractor's Fee is expressly understood to include, but is not limited to, any and all home office costs and overhead, margins, profit, and economic impact (for itself and its Subcontractors) associated with the changed Work. »

§ 6.2.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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« Fee for each Subcontractor(s) and sub-tier Subcontractor(s) shall not exceed 20% in aggregate, without prior written approval by Owner. There shall be no Subcontractor mark-up or fee paid on the value of Work attributable to errors, omissions, or fault of any Subcontractor.

§ 6.2.1.5 Rental rates for Contractor-owned equipment shall not exceed « seventy-five » percent (« 75 » %) of the standard rental rate paid at the place of the Project.

§ 6.2.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)
See		

§ 6.2.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«[None] »

§ 6.2.1.8 Liquidated damages: Not Used.

§ 6.3 Guaranteed Maximum Price
§ 6.3.1 The Contract Sum is guaranteed by the Contractor not to exceed ,_____($_____), subject to additions and deductions by later Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. Should Owner and Contractor be unable to mutually agree upon the Guaranteed Maximum Price by Change Order, Owner shall have the right to terminate for convenience pursuant to Section 14.4 of the modified A201-2017, General Conditions of the Contract for Construction, but payment for Work executed and services provided shall be limited to the actual costs as allowed under this Agreement plus Contractor's Fee.

§ 6.3.2 Any and all costs authorized and actually incurred by signed Letters of Authorization by Owner preceding the execution date of this Agreement, including preconstruction services, are to be included in the Guaranteed Maximum Price. Should the Contractor become aware of cost saving opportunities during the performance of the Work, the Contractor shall so advise the Owner in writing in order to provide the Owner the option to minimize the final Cost of the Work. Examples include, but are not limited to, vehicles, equipment, or tools purchase versus rental, resale of structural preload materials, or surplus or recyclable consumable materials or supplies.

§ 6.3 .3 The Guaranteed Maximum Price includes a construction contingency of [***$_____ lump sum***], which is for the Contractor's use in addressing unanticipated Costs of the Work within the scope of the Contractor's responsibility ("Construction Contingency"). The Contractor may, upon prior written authorization by the Owner, apply an amount up to the Construction Contingency towards cost overruns, circumstances in which actual cost of an item exceeds the amount allocated to such item in the Guaranteed Maximum Price, warranty costs prior to final completion, and all costs allowed by this Agreement. Owner authorization will not be unreasonably withheld. The Contractor shall provide the Owner with monthly accounting of the Construction Contingency. Documentation for contingency expenditures shall be separate from Change Order documentation. The expensing of Construction Contingency budget funds does not alter the Guaranteed Maximum Price. Any unused Construction Contingency funds shall be credited to the Owner in the form of a reduction to the Contract Sum and Guaranteed Maximum Price.

§ 6.3.4 Alternates.
§ 6.3.4.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ 6.3.4.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance of an Alternate, the Owner shall issue a Modification to this Agreement.

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(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See **Exhibit G**		

§ 6.3.5 Allowances

§ 6.3.5.1 Allowances included in the Guaranteed Maximum Price, if any, shall clearly include labor, material and equipment, unless otherwise stated. Contractor will invoice for actual costs of invoices submitted by its Subcontractors and Suppliers.:

(*Identify allowance and state exclusions, if any, from the allowance price.*)

Item	Price
See **Exhibit G**	

§ 6.3.5.2 Underruns and overages on allowance items shall not be commingled. If the actual cost of an allowance item is different than the allowance, the difference shall be reflected by Change Order to the Contract Sum and Guaranteed Maximum Price.

§ 6.3.6 Assumptions. Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

«. »

§ 6.3.7 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Request for Proposal and Owner's Criteria.

§ 6.3.8 Letters of Authorization. Any and all costs authorized and actually incurred by signed Letters of Authorization by Owner preceding the execution date of this Agreement, including preconstruction services, are to be included in the Guaranteed Maximum Price.

§ 6.4 Changes in the Work

§ 6.4.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Contractor may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.4.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner.

§ 6.4.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as revised, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement; provided, however, "Fee" shall have the same meaning as that used at Section 6.2.1.2 herein. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.4.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 6.2.1.2 of this Agreement.

§ 6.4.5 In no event shall the Contractor receive any payment or compensation which would cause the Guaranteed Maximum Price to be exceeded nor shall the Contractor be entitled to receive any compensation for extra Work, whether partially or fully completed or simply proposed, unless such additional Work is authorized by a written Change Order or Construction Change Directive signed by the Owner. The Contractor waives the right to receive any additional compensation for extra Work which is not authorized by Change Order signed by the Contractor and the Owner or Construction Change Directive or Unilateral Change Order signed by the Owner. This Section does not preclude the Contractor from filing a claim for changed or differing conditions to the extent expressly allowed under other provisions of this Agreement.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the net costs necessarily incurred by the Contractor in the proper performance of the Work for the Project. The Cost of the Work shall include only those items set forth in this Article 7, and specifically excluding those items included in the Contractor's Overhead and Profit. If a cost item is not specifically identified in Contractor's Guaranteed Maximum Price, but is listed below, it shall not be considered a Cost of the Work for Work.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.1.3 Unless otherwise specifically stated herein, costs shall be at rates not higher than the standard competitive rates paid at the place of the Project, except with prior written approval of the Owner.

§ 7.1.4 Throughout the performance of the Work, the Contractor will seek to identify and work with the Owner and Owner's Representative (if any) in implementing cost savings opportunities to reduce the Cost of Work.

§ 7.2 Labor Costs

Wages or salaries of construction workers directly employed by the Contractor **are not** included in the Cost of the Work. With regard to any Work under a Construction Change Directive, all labor costs associated with such changed Work shall be based on standard rates as shown in **Exhibit** hereto and such labor rates are fully burdened rates. Agreed rates for labor costs as set forth in **Exhibit** shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities, and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work and not included in Contractor's Overhead and Profit. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs and value for items not fully consumed by the Contractor shall mean fair market value. Small tools and equipment owned or purchased by the Contractor and charged to or included in the Cost of the Work, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amount realized from such sales shall be credited to the Cost of the Work.

§ 7.5.2 Rental charges for temporary facilities, just as toilets, that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, structures, and hand tools and not included in Contractor's Overhead and Profit. The cost of all Contractor-owned rental equipment, materials, or temporary structures shall include insurance, repair and maintenance costs, except wear and tear. Rental equipment shall be obtained from the lowest cost rental source, whether it is the Contractor or a third party.

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§ 7.5.2.1 The total rental cost of any Contractor-owned item shall not exceed 60% of the replacement cost of any comparable item. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval and shall be in compliance with Section 5.1.4. Contractor-owned equipment rental rates shall be based on monthly rates but prorated on a daily basis and shall not exceed 75% of equivalent third-party rates.

§ 7.5.3 Not used.

§ 7.5.4 Costs of document reproductions.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance required by the Contract Documents are included in Contractor's Overhead and Profit and is not a Cost of the Work. Should the Owner require insurance amounts or types that Contractor's does not normally maintain, the premiums for such insurance shall be added to the Guaranteed Maximum Price via Change Order at actual costs. No Contractor Fee shall be added to the price of any such additional insurance. For any Work under a Construction Change Directive or Change Order, any additional premiums that can be directly attributed to the changed Work related to the additional insurance required by the Owner shall be a Cost of the Work.

§ 7.6.1.1 Should Owner add the requirement of Payment, Performance, and Maintenance Bond(s), as set forth in **AIA A102-2017 Exhibit A**, the cost thereof shall be charged at actual cost. No Contractor Fee shall be paid on Bond costs.

§ 7.6.2 Not Used.

§ 7.6.3 Fees and assessments for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay. Owner shall pay for the building permit, for building and street improvement fees and permits, and Quinault Utility connection and utility franchise connection fees. For permits that are not issued by the Quinault Nation, Contractor shall pay for all trade-related and design-build permits and deferred submittals as well as all permits related to site utilization.

§ 7.6.4 Owner shall pay Fees of laboratories for tests and inspections required by the Contract Documents, which may include those required by the Owner's testing agents, geotechnical inspections required by the Owner's testing agents, environmental testing for soils and dewatering, ADA and required for the Work, except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3. All other tests and inspections required by the Contract Documents are Contractor's responsibility. Contractor to use current seismic code.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

§ 7.6.6 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility or requirement in the Contract Documents.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers shall not be a reimbursable cost. However, the correction of any work which is

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damaged by any event actually covered by any available insurance will be paid for from the proceeds of such insurance.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Contractor's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Article 7;

.5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.6 Costs due to the default, negligence, or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, or failure to fulfill a responsibility of the Contract, except to the extent any such costs are covered by available insurance;

.7 Any cost not specifically and expressly described in Article 7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

.9 Costs associated with Contractor or Subcontractor procuring a Retainage Bond;

.10 Adjustments to the labor rates of the Contractor's or Subcontractor's personnel;

.11 Food or entertainment, unless specifically agreed to in writing by Owner; and

.12 No double dipping: Items included within Contractor's Overhead and Profit shall not be included as additional elements of the Cost of the Work, notwithstanding anything to the contrary in the Contract Documents.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Contractor shall provide Owner with seven (7) days' prior written notice of any potential discounts, rebates, or refunds and an opportunity to furnish funds necessary to obtain the same. Cash discounts, rebates, and refunds obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. Unless otherwise provided for by TERO or agreed upon by Owner, the Contractor, for Work exceeding $25,000 in value and where possible, shall obtain no less than three bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Owner's Representative and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Owner's Representative, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

§ 10.1.1 Bids shall only be obtained from companies pre-qualified by Contractor to ensure the company is financially responsible, has successfully completed equivalent work for others in a quality manner, and has adequate resources and staff. Contractor will provide to Owner a monthly buyout log of subcontracts. The Owner shall then determine, with the advice of the Contractor and Owner's Representative, which bids will be accepted. Any advice of the Owner's Representative, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection, provided the Contractor objects in writing within seven (7) days.

§ 10.1.2 Relative to the Owner's receipt of the bid analysis spreadsheets, as described in in this Section, it shall be understood that the Owner will not have responsibility to review or respond to any of the technical aspects of the bids or bidders qualifications, or determine whether all bids are complete and in compliance with the Contract Documents. The Owner is relying exclusively on the Contractor's expertise in such review and analysis, and filling holes, coordination of bids with other trades, and establishing the GMP. Under no circumstance shall any Owner review relieve the Contractor of obligations under the Contract Documents.

§ 10.1.3 Contractor shall notify Owner if it intends to self-perform any Work and obtain prior written consent in accordance with this Agreement. Contractor shall bid all Work prior to self-performing any Work if such Work is not customarily performed with Contractor's own personnel. Should the Owner agree to allow the Contractor to self-perform Work, at its discretion Owner may require Contractor to provide sealed bids to be returned to Owner for scopes of work. Self-performed work is subject to the fees and markup noted in this Agreement.

§ 10.1.4 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and comply with any applicable prompt payment statute governing payment to Subcontractors, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records concerning all aspects of the Work and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's project records and accounts, including, but not limited to, complete documentation supporting accounting entries, books, job cost reports, correspondence, e-mails, photos, schedules, instructions, drawings, receipts, subcontracts, Subcontractor's

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proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract and the Work. The Contractor shall be required to provide job cost transaction detail in a form compatible with Microsoft Excel. The Contractor shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law. Additionally, at any time during this Agreement or up to one (1) year following termination or completion of this Agreement, Owner may request copies of any portion of Contractor's financial books and records pertaining to the Project and/or elect to conduct an audit of such books and records. All such books and records of the Contractor must be made available for inspection and copying by Owner at an office of Contractor within ten (10) miles of the Project and will be subject to audit examination by the Project auditor designated by Owner. The cost of the audit will be paid for by Owner unless the audit reveals an overpayment by Owner of more than one-half percent (0.5%) in the reported Cost of Work, in which case the Contractor will pay for all costs associated with the audit. In the event the Contractor submits a Claim under the terms of this Agreement and the Owner requests an audit in response to such Claim, should Contractor fail to provide the information set forth in this Section within thirty (30) days' of Owner's request, Contractor's failure shall result in a complete waiver and release of any claimed amount for costs for which back-up documentation was not provided.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Owner and/or Owner's Representative by the Contractor, and Certificates for Payment issued by the Owner or Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 12.1.3 Provided that a draft Application for Payment with substantiation is received by the Owner not later than the 25th day of a month and a complete final and approved Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the next month. In order to be deemed "received by Owner" under this Section 12.1.3, all final and approved Applications for Payment must be sent to the Owner's Representative and Owner as applicable. If a final, approved Application for Payment is received by the Owner or Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Owner's Representative to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee. Each Application for Payment shall be accompanied by Contractor's Interim Lien/Claim Waiver. The Interim Lien/Claim Waiver shall be in a form acceptable to Owner and include a Conditional Release for labor, services, equipment, materials furnished and/or claims for which the Contractor is entitled to be paid and an Unconditional Release for the entire amount for which the Contractor has received payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent Schedule of Values submitted by the Contractor in accordance with the Contract Documents and each costs allocated to each Lot on a separate Schedule of Values. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work / Lots; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee (as a single, separate item).

§ 12.1.5.1 The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Representative may require. Unless objected to by the Owner's Representative, the Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work for each Lot and in total as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent Schedule of Values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Owner determine to be reasonably justified; and
- **.4** The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in in this Agreement or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Owner's Representative or Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Owner's Representative or Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation.

When Contractor's Work for each Lot reaches approximately 95% complete, the Contractor shall not submit any further invoices, and Owner shall not be required to make further payments, until the specific Lot reaches Final Completion. Following Final Completion for each Lot, Contractor shall submit a final invoice with the information required under the Contract Documents be paid all amounts due as final payment, exclusive of sums legitimately withheld.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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« N/A See Section 12.1.7.2E above regarding final payment.

§ 12.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 Each Application for Payment shall be accompanied by Contractor's Interim Lien/Claim Waiver. The Interim Lien/Claim Waiver shall be in a form identical to that shown in **Exhibit L** hereto and include a Conditional Release for labor, services, equipment, materials furnished and/or claims for which the Contractor is entitled to be paid and an Unconditional Release for the entire amount for which the Contractor has received payment. The Interim Lien/Claim Waiver shall not include any items furnished after the period covered by the Application for Payment.

§ 12.1.11 Attached to each Application for Payment for Progress Payments shall be the following:

- **.1** Schedule of Values coordinated with back-up and the approved Certificate for Payment;
- **.2** labor substantiation in the form of an accounting reports with names, weekly hours and dates as requested by the Owner's Representative;
- **.3** material substantiation in the form of an actual invoice;
- **.4** Subcontractor substantiation in the form of copies of their pay applications;
- **.5** retention report showing owed, released, proposed for that current month;
- **.6** executed Interim Lien Waiver and Release in a form approved by Owner from Contractor, as noted above;
- **.7** executed Interim Lien Waiver and Releases in a form approved by Owner from each first tier Subcontractors and suppliers, all those sending right to lien notices and any others the Owner may reasonably request;
- **.8** updated Schedule;
- **.9** buyout log;
- **.10** Progress Report with pictures;
- **.11** deficiency log;
- **.12** cost variance or other documents requested by Owner; and
- **.13** detail job cost report.

All submissions shall be through Owner supplied project management software (Procore, Sage or other).

§ 12.1.12 The Owner and the Contractor shall agree in writing upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.13 In taking action on the Contractor's Applications for Payment the Owner and/or Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Owner/Owner's Representative has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Owner/Owner's Representative has made exhaustive or continuous on-site inspections; or (3) that the Owner/Owner's Representative has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.1.14 In addition to its other rights of withholding, if Contractor has not achieved Substantial Completion by the time required herein, Owner may withhold and retain all further payments until Substantial Completion is achieved.

§ 12.1.15 If Owner obtains construction financing, Pay Application submission and payments date, as well as information and documentation required to be provided by Contractor, shall be coordinated with the lending requirements of Owner's lender or financing partner, including any required procedures regarding loan draws. Contractor agrees to be bound by any such procedures and this Agreement shall be deemed to fully incorporate such requirements, which shall supersede any contradictory provisions of this Section 12.1 such that the more stringent condition or longer periods of time shall apply.

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§ 12.2 Final Payment

§ 12.2.1 Final payment for each Lot shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract (including but not limited to those items set forth in Section 9.10 of AIA Document A201-2017) and all other closeout requirements, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment, including unconditional lien/claim waivers for itself and all Subcontractor and suppliers (see **Exhibit L**);

.3 a final Certificate for Payment has been issued by the Owner;

.4 all warranties, as-built drawings and operation and maintenance manuals have been completed and delivered to Owner; and

.5 all documents required by Owner or Owner's Representative for close-out.

§ 12.2.2 The Owner will review and report in writing on the Contractor's final accounting after delivery of the final accounting by the Contractor, which will occur no later than 45 days after the later of: (a) the date the Owner received a final billing statement from the Contractor, (b) the date that a certificate of occupancy is issued on the Project for all Scopes of Work or if no certificates of occupancy are to be issued, then the date all final inspections have been passed) for that Lot, (c) the date of Final Acceptance, (d) the date the permitting authority allows complete occupancy or use of the Project, or (e) the date the Contractor accepts the final pay quantities. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided that the other conditions of Section 12.2.1 have been met, the Owner's Representative will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Owner's Representative is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.1 Within seven days after receipt of the written report received from the auditor after completion of the audit, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Owner's Representative will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Owner's Representative is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's audit concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after Contractor's satisfaction of this Section 12.2 and corresponding provisions in the A201. Invoices submitted after Final Payment shall not be paid and shall be deemed waived by the Contractor, who shall indemnify, defend and hold Owner harmless from such invoices.

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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« The prime interest rate set by Bank of America plus one percent (1%). »

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

«.»

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15 of AIA Document A201–2017

[«X»] Litigation in a court of competent jurisdiction in accordance with Article 15

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay or credit toward the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

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ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 [Insert provision]

§ 15.3 The All project management activities and submittals for the Project shall be processed through the Owner provided project management software. This includes, but is not limited to, RFIs, submittals, meetings, meeting minutes, schedules, daily logs, as-build, proposed change orders, etc.

§ 15.4 [Insert provision]

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, **Exhibit A**, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 Should the Owner require, the Contractor shall provide bonds as set forth in AIA Document A102™–2017 **Exhibit A**, and elsewhere in the Contract Documents. The cost of bond will be additional to the current Guaranteed Maximum Sum.

§ 15.6 Other provisions:

«**§ 15.6.1** Contractor agrees that its Project team identified in its proposal shall be of the highest capabilities, and Contractor shall staff the Project with capable employees to whom Owner has no reasonable objection for the duration of the Project. Contractor shall endeavor to maintain the continuity of the key project team members and, to the extent within Contractor's reasonable control, Contractor shall not change key project team members without the prior written approval of the Owner.

§ 15.6.2 Any publicity, press releases, advertising, printed materials, or display materials with respect to Owner, the Project and the Property shall be under the sole direction and control of Owner, and no contact or discussions by Contractor or its Subcontractors or consultants regarding the Property shall be had with the public press or media representatives without Owner's prior written consent, which may be withheld in Owner's sole discretion.

§ 15.6.3 Contractor shall comply with all reasonable security requirements of Owner, its assignees, its insurers, or any affiliate thereof, and shall use its best efforts to schedule and conduct the Work to be rendered under this Agreement so as not to interfere with Owner's normal operations at any place of business of Owner that Contractor may visit in performance of the Work to be rendered under the Agreement.

§ 15.6.4 Contractor shall not cause or permit, except as required by the Specifications or other Contract Documents, the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in or about, or the transportation of any Hazardous Materials to or from the Project, except in strict accordance with all applicable laws and regulations.

§ 15.6.5 A warranty walk through will be conducted by the Owner and Contractor at 11 months after the date of Substantial Completion.

§ 15.6.6 Contractor shall at all times conduct its business in an ethical manner in compliance with all applicable laws and regulations (including, without limitation, all laws and regulations relating to corruption and bribery, importing and exporting, competition, privacy, product and consumer safety, environmental compliance, gaming, labor, wages, TERO, and worker health and safety). Contractor acknowledges and understands that Owner is subject to laws prohibiting Owner, or those who perform services for Owner, from offering or paying any bribe or giving gifts or hospitality to anyone for the purpose of obtaining an improper business advantage. Contractor also understands that these laws may apply regardless of where the activity occurs. Accordingly, Contractor shall not, directly or indirectly through a third party, offer, pay, promise or authorize the offer or payment of, any financial or other benefit or advantage, or anything of value, to any person or entity: (i) to improperly obtain a business advantage or to obtain or retain business; (ii) induce the person to perform any function or activity improperly, or to provide a

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reward for doing so; or (iii) to corruptly influence, directly or indirectly, any act or decision of any government or Tribal official, employee, candidate for public office, Tribal council member, government or Tribal controlled entity, or political party. Contractor agrees to annually certify in writing upon request its compliance with this Section 15.7.3, and report to Owner immediately any actual or suspected violations. Contractor shall, upon request of Owner, make its managers, representatives, or employees reasonably available to complete any training regarding bribery laws and gift policies. Owner or its auditors or representatives may at any time audit Contractor's compliance with this Section, and Contractor shall cooperate fully with any audit, or investigation of suspected violations.

§ 15.6.7 Indian Traders License

Contractor shall obtain an Indian Traders License and comply with any requirements related thereto in order to conduct business with the Quinault Indian Nation of Washington.

§ 15.6.8 Quality of the Work

The Contractor guarantees that the quality of the materials provided, work, and installation for the Project shall be equal or superior to that of the other projects by Contractor.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 16.2 This Agreement is comprised of the following documents:

.1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor, as revised

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised

.3 Other Exhibits:

A. CDR Lots
B. Driveway Details
C. Construction Requirements
D. 2023 As-Builts
E. Cost Responsibility Matrix
F. AIA A102-2017, with contract Exhibit A.
G. AIA A201-2017
H. Geotechnical Report
I. Project Schedule
J. Non-Collusion Affadavit
K. Vicinity Map
L. Inadvertent Discovery Plan
M. Bidder Responsibility Checklist
N. Fee Proposal Form

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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AIA® Document A102™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year «» and is incorporated into each SOW.
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Taholah Community Driven Relocation (CDR)
Taholah, Washington

THE OWNER:
(Name, legal status and address)
« The Quinault Indian Nation (QIN)
PO Box 189
1214 Aalis Dr
Taholah, WA 98587 »

THE CONTRACTOR:
(Name, legal status and address)

«[Insert] »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

The Owner shall be responsible for purchasing and maintaining the following insurance:

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 The Owner shall obtain, purchase, and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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Project is located, property insurance written on a builder's risk Special Form Policy or equivalent policy form (the "Builder's Risk Insurance"). The Builder's Risk Insurance shall be sufficient to cover the initial GMP Amendment, plus the value of subsequent GMP Amendments and Contract Modifications and labor performed and materials or equipment supplied or installed by others, comprising the total value of the entire Project at the site on a replacement cost basis (except for sub-limits listed in the policy). The Builder's Risk Policy shall be maintained until Substantial Completion of all Work and thereafter as provided in this Exhibit, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. Owner may add Contractor as an additional insureds or additional named insureds on the Builder's Risk Insurance policy, but not as loss payees. Owner, or Owner's lender as applicable, shall be the sole loss payee.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Refer to Policy for Applicable Sub-limits	

§ A.2.3.1.2 The Builder's Risk Insurance policy will not provide coverage for loss of, theft of, or damage to, any tools, and other personal property and/or equipment, whether owned, rented, leased or in the care, custody or control of Contractor or any Subcontractor, or Sub-subcontractor, that are used in the performance of the Work, but are not actually incorporated into the Work. Additionally, the Builder's Risk Insurance policy will not provide coverage for loss or damage caused directly or indirectly by (i) defective or faulty workmanship, materials, design, plans or specifications, (ii) normal subsidence, (iii) normal settling, cracking, shrinkage, bulging, expansion, contraction, or deterioration of walls, floors, ceiling, buildings, foundations, patios, walkways, driveways or pavements, (iv) wear and tear, (v) acts of terrorism, war, or hostile or warlike actions, (vi) infidelity, dishonesty or fraudulent activity of the named insured or any additional insured, (vii) shortage or mysterious disappearance, (viii) underground structures that are not part of the Work, (ix) mold, mildew or fungus or other contagion, or (x) subsurface conditions.

§ A.2.3.1.3 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions,, however, Contractor shall be responsible to pay, or otherwise satisfy, the deductible portion of any loss, claim or occurrence under the Builder's Risk Insurance policy that arises out of, or relates to, any act, omission, fault, default or negligence of Contractor or a Subcontractor, a Sub-subcontractor, or their employees, agents, or representatives, or any other person for whom Contractor is or may be responsible. In addition, Contractor shall be responsible for any losses, claims, damages, costs and expenses that are not indemnified under the Builder's Risk Insurance policy due to Contractor's failure to perform its obligations under the Builder's Risk Insurance policy. Contractor shall defend, pay, discharge, satisfy, indemnify and hold harmless Owner and Owner's lender from any and all losses, arising, in whole or in part, from Contractor's failure to pay, or otherwise satisfy, those Builder's Risk Insurance claim deductibles for which Contractor is responsible pursuant to this Section.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance and endorsements acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate and endorsements evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates and endorsements will show the Owner, Owner's agents or representative, and their respective officers, directors, members, agents, employees and volunteers ("Owner-Related Parties"), as an additional insured on the Contractor's Commercial General Liability,

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Umbrella, Automobile, Pollution, Worker's Compensation (to the extent allowed by law), and excess or umbrella liability policy or policies. Information concerning reduction of coverage on account of revised limits, significant claims paid under the general aggregate or both, shall be furnished by the Contractor with reasonable promptness.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. Any deductible or self-insured retention in excess of $25,000 must be approved by Owner in writing except for Pollution insurance where a $50,000 deductible or self-insured retention is allowed under this Agreement.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, Owner's Representative, Owner-Related Parties, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and Owner-Related Parties as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. No insurance that is required to add Owner or Owner-Related Parties shall contain a cross-suit exclusion. The Contractor shall obtain the written agreement on the part of each insurance company to notify Owner at least thirty (30) days prior to cancellations or non-renewal of any such insurance, except ten (10) days' notice of cancellation due to non-payment of premium. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

All certificates, endorsements, or policy termination notices should be delivered to the Owner, in addition to those entities listed below:

Quinault Indian Nation
Attn: Alyssa Johnston
PO Box 189
Taholah, WA 98587
[insert]

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

«Six (6) years after the issuance of the final certificate of occupancy for the entire Project (all Lots). »

Insurance effected or procured by Contractor shall not reduce or limit the Contractor's obligation to indemnify or defect the Owner or an indemnified party for claims made or suits brought which result from or are in connection with the performance of the Work under the Agreement. If the Contractor maintains higher insurance limits than the minimums shown herein, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by Contractor.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form. Such Commercial General Liability shall have policy limits of not less than «One Million Dollars» ($ «1,000,000.00») each

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occurrence, «Two Million Dollars» ($ «2,000,000.00») general aggregate, and «Two Million Dollars » ($ «2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Coverage will extend to the indemnification by Contractor as set forth in the Contract Documents subject to specific policy conditions, limitations and exclusions. Any deductible or self-insured retention must be commercially reasonable, disclosed, and is subject to written approval of Owner. The policy for the Contractor shall include without limitation coverage for the hazards commonly referred to as "XCU" and shall contain a severability of interests provision.

Contractor shall provide umbrella and/or excess liability coverage as set forth in Section A.3.2.4.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to earth subsidence or movement, where the Work involves such hazards.

.10 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars» ($ «1,000,000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. Contractor shall also carry excess/umbrella insurance over its Employer's Liability, Commercial General Liability, and Automobile Liability Policies, in an amount not less than $5,000,000 per occurrence and in the aggregate, such that there is a minimum of $5,000,000 in primary and excess or umbrella coverage ($1,000,000 primary/$5,000,000 umbrella/excess). Such primary and excess/umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2, A.3.2.3, and A.3.2.6, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ A.3.2.5 Workers' Compensation at statutory limits. Washington Stop Gap with limits of not less than «One Million Dollars» ($ «1,000,000.00 »).

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§ A.3.2.6 Employers' Liability with policy limits not less than «Two Million Dollars» ($ «2,000,000.00 ») each accident, «Two Million Dollars » ($ «2,000,000.00 ») each employee, and « Two Million Dollars » ($ «2,000,000.00 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « Two Million Dollars » ($ «2,000,000.00 ») per claim and « Two Million Dollars » ($ «2,000,000.00 ») in the aggregate. All Mechanical, Plumbing, Electrical, and Fire Protection, or any other design-build Subcontractors shall have similar professional liability coverages, unless approved by Owner in writing. Coverage shall be either on an "occurrence" form or on a "claims made" form. If coverage is on a "claims made" form, said coverage shall be maintained for a minimum of six (6) years after issuance of a final certificate of occupancy for the entire Project. Any loss within the deductible shall be borne by the Contractor.

§ A.3.2.9 The Contractor shall procure Pollution Liability insurance, with policy limits of not less than «Two Million Dollars » ($ «2,000,000.00 ») per claim and «Two Million Dollars » ($ «2,000,000.00 ») in the aggregate. Such Pollution Liability insurance shall provide coverage extensions to include fungi, mold or mildew, in addition to coverage for the transport, dissemination, use, or release of pollutants. Such insurance may be provided on a claims made basis so long as the claims made policy is maintained for a period of at least six (6) years following issuance of a final certificate of occupancy for the entire Project.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, so long as they result in the same or greater coverage as set forth in Section A.3.2.8 and A.3.2.9 and do not include exclusions for fungi, mold, or mildew. Such insurance may be provided on a claims made basis so long as the claims made policy is maintained for a period of at least six (6) years following issuance of a final certificate of occupancy for the entire Project.

§ A.3.2.11 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «One Million Dollars » ($ « 1,000,000 ») per claim and «One Million Dollars » ($ «1,000,000.00 ») in the aggregate.

§ A.3.2.12 Property Insurance. A policy covering all material, equipment, and tools (owned, borrowed, or leased) of the Contractor or its employees for one hundred percent (100%) of the full replacement value thereof. The insurance policy shall be written under a standard Special causes of Loss perils insurance policy.

§ A.3.2.12 Primary Coverage/A.M. Best Rating. Contractor's insurance shall be primary and not contributory to that carried by any additional insured. The company or companies writing any insurance that Contractor is required to maintain under this Agreement, as well as the form of such insurance, shall at all times be subject to Owner's approval, and any such company shall be licensed to do business in Washington State. Such insurance companies shall have an A.M. Best rating of A VIII, or better, or subject to Owner's approval.

§ A.3.2.13 Insurance effected or procured by Contractor shall not reduce or limit the Contractor's obligation to indemnify and defend the Owner or any indemnified party for claims made or suits brought which result from or are in connection with the performance of this contract or the Work.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

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« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« X »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« X »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
§ A.3.4.1 To the extent required by the Owner, the Contractor shall provide surety bonds covering faithful performance all Work under the Agreement, including all warranty obligations, and payment of obligations arising thereunder. Such bonds shall, at a minimum, be issued by a surety having a Best's rating of no less than A VIII, be issued from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, and must be acceptable to Owner, and shall include the dispute resolution process set forth in this Agreement. The penal sum of the bonds as follows:
(Specify type and penal sum of bonds.)
s

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Amount
Performance & Maintenance Bond	100% of Contract Amount

Payment, Performance, and Maintenance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement, subject to the first paragraph in this Section A.3.4.1. An increase in the Guaranteed Maximum Price for the entire Project that exceeds ten percent (10%) in aggregate shall require a ride to each Bond increasing the penal sum accordingly. The Contractor shall endeavor to keep its surety(ies) advised on changes potentially impacting the Guaranteed Maximum Price and Contract Time, but shall require that its surety(ies) waive any requirement to be notified of any alteration of extension of time within the scope of the Agreement. Contractor shall attach a current copy of the power of attorney indicating authority and any limitations on all such bonds, and display the surety bond number on each bond.

§ A.3.4.2 Each party agrees that electronic signatures (whether digital or encrypted) and/or and scanned copies of original signatures on any such bond is intended to authenticate the bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of the AIA Document A312TM, Payment Bond and Performance Bond shall be fully enforceable against the surety.

§ A.3.4.3 The Contractor shall include the following or similar language in any surety bond: "Surety agrees that electronic signatures (whether digital or encrypted) and/or and scanned copies of original signatures on this

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document is intended to authenticate this bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of the AIA Document A312TM, Payment Bond and Performance Bond shall be fully enforceable against the Surety."

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
« Taholah CDR »

THE OWNER:

Quinault Indian Nation
PO Box 189
1214 Aalis Dr
Taholah, WA 98587»

THE ARCHITECT:
«N/A – Contractor is providing Design and Design-Build Contractor

All reference to Architect in this document shall mean Owner's Representative
»

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3 CONTRACTOR

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6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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General Conditions of the Contract for Construction

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner or Owner's Representative and a Subcontractor or a Sub-subcontractor, (2) between the Owner and the Architect or the Architect's consultants, or (3) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as prepared by the Contractor.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. The Contractor has prepared and provided the Specifications for this Project and is responsible for their content. Contractor shall comply with all Specifications and any manufacturer requirements related to any products installed by the Contractor at the Project.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Owner Related Parties

The entities set forth in **Exhibit K** and their members, affiliates, subsidiaries, and lenders shall be Owner-Related Parties.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Drawings, specifications, and other documents furnished by the Contractor, including those in electronic form, are Instruments of Service. The Contractor, and its architect, consultants, subcontractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall share, as joint owners, all common law, statutory and other reserved rights, including copyrights, with the Owner. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Contractor and its architect, consultants, and subcontractors, and any other person or entity providing services or work for any of them.

§ 1.5.2 The Contractor and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 1.5.3 Upon execution of the Agreement, and regardless of termination, the Contractor grants to the Owner co-ownership of the Contractor's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, completing, and adding to the Project or Contractor's Instruments of Service, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Contract Documents. The co-ownership granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce and utilize applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 1.5.3.1 The Contractor shall obtain similar transfers of ownership from its architect, consultants, subcontractors, that will allow the Contractor to satisfy its obligations to the Owner under this Section. The Contractor shall provide the Instruments of Service to Owner via hard copy, PDF, and AutoCAD. Notwithstanding joint ownership, neither Contractor nor its architect or consultants, or subcontractors shall use unique aspects of the Project (based on a confusingly similar standard) for any purpose not relating to the Project without Owner's prior written consent.

§ 1.5.3.2 Any unauthorized use of the Instruments of Service shall be at the Owner's risk and without liability to the Contractor and the Contractor's consultants.

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§ 1.5.3.3 The architect or any other design consultants shall retain all legal rights (including copyright) in its Standard Details and shall be entitled to use said Standard Details without limitation on other projects; provided, however, that the Owner shall be granted a non-exclusive, royalty-free Standard Details License to use Contractor's, architect's, or any other design consultant's Standard Details as reasonably necessary in connection with the construction, renovation, alteration, expansion, repair, occupancy, operation and maintenance of the Project.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. In order to be effective, notice to Owner of any Notice of Claim shall be provided to Owner, the representative of Owner, Owner's Representative (if any), The date of actual receipt by Owner of any Claim by certified or registered mail, or by courier, shall be date such Notice of Claims was received.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form and establish the protocols for the development, use, transmission, and exchange of digital data. If Contractor requests electronic formats for the Instruments of Services, it shall execute any releases or documentation requested by the Owner's Representative or its consultants associated with any such use.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a subsequent agreement, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Owner's Representative does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Contractor understands that the Owner is a governmental entity. For any acts or omissions of the Owner under of this Agreement, the Owner shall be considered the Quinault Indian Nation or its employees and agents and shall not include the acts or omissions of any other departments, governmental agencies, or quasi-governmental agencies of the Quinault Indian Nation, such as police, utilities, building department, permitting, TERO, etc.

§ 2.2 Not Used

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities and shall provide such reasonable assistance as the Contractor may request in securing such documents. Should any re-testing or re-inspection of work be required due to the fault of the Contractor, the cost of such work, or costs of any schedule delay resulting therefrom, shall be reimbursed by the Contractor and shall not be considered as part of the Cost of the Work.

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§ 2.3.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site if requested by Contractor. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work, and Contractor shall notify the Owner promptly if the Contractor knows or has reason to know any documents furnished by the Owner contain errors. Notwithstanding the foregoing sentence, the Contractor shall be fully responsible for confirming the Owner's investigations of utilities locations and verifying utilities locations prior to commencing the Work. The Contractor shall assume that the locations of any hidden utilities, plumbing or electrical runs indicated in the surveys or Contract Documents are shown in approximate locations only, and the Contractor is responsible for making all utility location checks. The Contractor shall exercise the greatest care possible not to damage or interrupt utilities or utility services of any and every kind or nature.

§ 2.3.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness upon written request. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.4 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.5 The Owner shall pay for and provide security cameras for the Project site.

§ 2.3.6 The Owner shall pay for and provide access to the Procor System, which shall be used for all Project-related documents, submittals, and other communications.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to release, discharge or post a surety bond with the time period required in the Contract Documents if a lien is filed upon the property by anyone claiming by, through, or under Contractor, then the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3 and provided further that any such order to stop the Work shall not cause a compensable extension in the Contract Time.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner or Owner's Representative, pursuant to Section 9.5.1, may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the costs of correcting such deficiencies, including all costs and expenses (personnel, labor, materials, supplies, compensation for the Owner's Representative's additional services, and the like) incurred by Owner as a result of such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Owner's Representative, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner's Representative in the Owner's Representative's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. No adjustment to the Contract Sum or Contract Time shall be made on account of Contractor's failure to acquaint itself with conditions of the Site and the sources of supplies, labor, or materials which are evident or discoverable through normal preconstruction diligence and through its role in providing preconstruction services on the Project to the Owner, Owner's Representative, and the design team.

§ 3.2.1.1 Execution of the Contract, or GMP Amendment a the case may be, by the Contractor is a representation that the Contractor believes the Contract Documents are sufficient to have enabled the Contractor to determine the Cost of the Work therein, to enter into the Contract, and to accomplish the Work for an amount not in excess of the Guaranteed Maximum Price or Stipulated Contract Sum within the Contract Time provided for in the Contract Documents. The Contractor further represents and warrants that prior to execution of the Contract it has visited and examined the Project site, examined all readily ascertainable physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon affecting the same, including (1) the nature, location and character of the Project site, including all readily visible structures and obstructions thereon, both natural and man-made; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. THE FAILURE OF THE CONTRACTOR FULLY TO ACQUAINT ITSELF WITH ANY PROVISION OF THE CONTRACT DOCUMENTS OR OTHER MATTER SHALL NOT IN ANY WAY RELIEVE IT FROM THE RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND WITHIN THE CONTRACT SUM AND THE CONTRACT TIME AS PROVIDED FOR IN THE CONTRACT DOCUMENTS.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents, except for any systems which are designed (design-build, deferred submittal, delegated design, or other) by the Contractor and or its Subcontractors; however, the Contractor shall promptly report to the Owner's Representative and Owner in writing any errors, inconsistencies or omissions, or variances from applicable laws, codes or regulations, discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative and Owner may require and sufficiently in advance of the planned work to allow for a response prior to the day the work is to be performed, except for any systems which are designed (design-build, deferred submittal, delegated design, or other) by the Contractor and or its Subcontractors which shall be directed to such Subcontractors. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have agreed to perform the most stringent or highest quality way of performing the work unless it shall have asked and received, in writing, a decision from Owner's Representative or Owner before performing the work. Incorporation of any design work performed or prepared by Contractor or its Subcontractors (including delegated design, design-build, or deferred submittals) into the Construction Documents by the Owner's Representative for the purpose of permitting or providing the Contractor with a bid set or issued for construction set of Construction Documents for the Project shall not relieve the Contractor of its responsibility for such design services.

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§ 3.2.2.1 The Contractor shall not scale the Drawings to determine any dimensions, grades or elevations. If the Contractor chooses to measure distance by scaling from the Drawings, it is completely at its risk and is not considered by Owner to be an accurate measurement. The Contractor shall do field work necessary to lay out and maintain the Work.

§ 3.2.2.2 In all cases of interconnection of Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work.

§ 3.2.3 Except for any delegated design, deferred submittals or design-build services or as part of its obligations during preconstruction services, The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner's Representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner's Representative issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Owner's Representative for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Contractor performs any construction activity and knows or, using due care, should have known, that the Contract Documents contained an error, inconsistency or omission, the Contractor shall be responsible for the performance and shall bear the cost and time for its correction.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Owner's Representative, and shall propose alternative means, methods, techniques, sequences, or procedures. The Owner's Representative shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Owner's Representative objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities.

§ 3.3.2.1 Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated. Contractor shall meet with Owner's Representative and all others involved, before installation, to plan the most effective and efficient method of overall installation. The Contractor shall exercise its best care to not damage or interrupt utilities or utilities services of any and every kind or nature, unless the interruption is required to perform a portion of the Work. Subject to Section 3.2, unforeseen utilities that are encountered will be addressed with the Owner as Changes in the Work. The Contractor shall have the responsibility to coordinate the Contractor's work with the utility service providers, municipal and/or off-site contractors related to the Project and in the absence

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of other special provision of Contract Documents to the contrary, shall be required to coordinate, to the extent reasonably possible, with said entities the physical street/ROW work and connection to the structures and/or extensions from the structures to the off-site and/or on-site utilities provided so that the work constructed by the Contractor is properly sequenced, and functional for the intended use and purpose thereof. Such coordination and supervision costs incidental thereto, are incidental to the Work and part of the Contract Sum.

§ 3.3.2.2 The Contractor shall also create and submit to the Owner a utility shut-down schedule, which provides anticipated dates when utilities will need to be shut-down to allow for tie-in to existing services. These dates should be incorporated into the Construction Schedule.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 If any of the Work is required to be inspected or approved by any local, county or state authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner or Owner's Representative hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part hereof.

§ 3.3.5 The Contractor shall comply with and shall be responsible for ensuring that Contractor's employees and Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors comply with all applicable building efficiency standards, recycling, and/or other similar sustainability standards required by the Contract Documents and all applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 3.4 Labor and Materials

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

§ 3.4.1.1 The Contractor's obligations under Section 3.4.1 shall include without limitation the obligation to pay all Subcontractors and any other person or entity entitled to payment on the Project due to their performance of the Contractor's obligations under the Contract. The Contractor agrees to keep the Project and the Project site free and clear of any and all such lien claims filed by any person or entity at any tier performing the Work or the Contractor's obligations under the Contract. The foregoing obligation to keep the Project free of liens shall also apply when Contractor has a dispute with a Subcontractor where Contractor has not included payment for the Subcontractor in an Application for Payment.

§ 3.4.1.2 In the event a claim of lien referenced in Clause 3.4.1.1 is filed, whether due to nonpayment of the claimant or otherwise, and whether contested or not, the Contractor within ten (10) days after receipt of the Owner's demand and at the Contractor's expense shall cause the lien to be removed from the Project property by payment, compromise or the furnishing and perfection of a release bond or deposit pursuant to applicable law. If the Contractor fails to perform its obligation under the prior sentence, the Owner, without waiving or limiting its rights or remedies or those of any interested persons or entities, and at the Owner's sole discretion, may cause the lien to be removed by paying the claimant directly, by paying the Contractor and claimant with a multiple-payee check, or by furnishing and perfecting a lien release bond or deposit pursuant to applicable law; provided that in such instance the Owner shall be entitled to retain from any payments then due or which otherwise will become due to the Contractor, whether under the Contract or otherwise, an amount sufficient to hold the Owner harmless considering such payment or such furnishing and perfecting a release bond or deposit and any and all related costs and expenses incurred by the Owner, including without limitation attorneys' fees.

§ 3.4.1.3 The Contractor agrees to indemnify, hold harmless, reimburse, and defend (with counsel approved by the Owner) the Owner and any other person or entity with an interest in the Project or Project site from, for, and against any and all liens referenced in Clause 3.4.1.1, actions, suits, or proceedings relating to such liens, and any and all related costs and expenses incurred by the Owner, including without limitation attorneys' fees.

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§ 3.4.1.4 Nothing in this Section 3.4.1 shall limit the Owner's rights or the Contractor's obligations under other provisions of this Agreement.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Owner's Representative in accordance with Section 3.12.8 or ordered by the Owner's Representative in accordance with Section 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Owner's Representative and in accordance with a Change Order or Construction Change Directive. After the GMP Amendment has been executed, the Owner and Owner's Representative will consider a formal request for the substitution of products in place of those specified. By making requests for substitution without prior written consent of the Owner that specifically identifies that it is a substitution and how the substituted product or material deviates from the specification in terms of cost, quality, warranty, durability, impact on schedule, and availability such that Owner can make an informed decision regarding the cost and benefits of each substitution, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Owner's Representative's redesign costs (which will be paid for by Contractor), if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects, will assume all responsibility for the failure of the substitute product to perform as well as or better than the originally specified product and shall bear the risk of any delay in performance caused by submitting substitutions.

§ 3.4.2.5 Inclusion of any item in either Contractor's Qualification and Assumption or a Subcontractor's proposal, regardless of whether Owner has approved of such Qualification and Assumption or proposal, shall not satisfy the "prior written consent" obligation of this Section 3.4.2. Any proposed substitutions shall be included as Alternates. Contractor shall be fully responsible for any product or material installed at the Project that is not specified or has not been approved as set forth in this Section 3.4.2 and such product or material shall be subject to removal as set forth in Section 12.3.

§ 3.4.2.6 This provision shall not apply to value engineering options identified by the Contractor for review and approval of the Owner, if such value engineering options have been approved by the Owner in writing.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Owner's Representative that materials and equipment furnished under the Contract will be of good quality and new. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, and comply with all manufacturer installation instructions, requirements, and guidelines, and comply with all applicable laws, statutes, ordinances, codes, rules, and regulations, and will be free from defects, except for those inherent in the quality of the Work. Included as a Cost of the Work is a 2-10 extended warranty (see Section 12.2.2 below and **Exhibit I**). Work, materials, or equipment not conforming to these requirements shall be deemed defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall pay, defend, indemnify, and hold harmless Owner's Representative, Owner, Owner's Representative (if any), and Owner-Related Parties for, from, and against any claims, demands, actions, damages, or costs and expenses, including attorneys' fees and costs, arising from or in any way connected with breach of warranty. Warranties provided herein are in addition to rights and remedies provided by law and nothing in this Section 3.5 shall be construed to vitiate, void, limit or adversely affect any rights or remedies otherwise available to Owner by law.

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§ 3.5.2 In addition to the 2-10 Warranty, Contractor shall secure and furnish directly to Owner written warranties first executed by each Subcontractor and those material suppliers identified by Owner after Contractor furnishes Owner with a written list of all material suppliers, which shall extend to Owner all rights, claims, benefits, and interests the Contractor may have under express or implied warranties against Subcontractors or material suppliers for defective or non-conforming Work. Contractor shall secure, assign, and furnish directly to Owner, subject to approval by Owner's Representative before acceptance by Owner, all written guarantees and warranties which apply to any product which is part of or incorporated into the Work, or which is otherwise called for in the Contract Documents. Prior to final acceptance of the Project by the Owner, the Contractor shall deliver to the Owner three (3) bound volumes of all guarantees and warranties on material furnished by all manufacturers and suppliers to the Contractor and all its Subcontractors, with duly executed instruments properly assigning the guarantees and warranties to the Owner. The guarantees and warranties in each bound volume shall be grouped together by trade and properly indexed. The Contractor shall obtain from manufacturers and suppliers guarantees and warranties according to the Contract terms. The documentation must also clearly describe proper operational and maintenance activities required to sustain said warranties.

§ 3.5.3 The Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's warranty shall be performed in such a manner so as to preserve all rights under such warranties. The Contractor hereby assigns to the Owner, effective upon the termination of the Agreement or upon Substantial Completion of the Work, all manufacturer's and supplier's warranties related to the Work, and the Contractor shall, upon request of the Owner, execute any document reasonably requested by Owner to effectuate such assignment. If the Owner attempts to enforce a claim based upon a manufacturer's or supplier's warranty and such manufacturer or supplier refuses to honor such warranty based, in whole or in part, on a claim of defective installation by the Contractor, the Contractor shall be responsible for any resulting loss or damage incurred by the Owner as a result of the manufacturer's or suppliers' refusal to honor such warranty. The Contractor's obligations under this Section shall survive the expiration or earlier termination of the Contract. Notwithstanding any assignment, Contractor shall remain responsible for administering warranties. If, after the warranty period, Contractor's Subcontractors are non-responsive to a warranty request from the Owner, the Contractor shall make good faith efforts to assist the Owner in obtaining such Subcontractor to respond to the Owner's warranty request.

§ 3.5.4 All material, equipment, the 2-10 Warranty, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be fully transferable to the Owner and to any future purchaser of the Project, and shall commence in accordance with Section 9.8.4. Contractor shall secure, assign and furnish directly to Owner, subject to approval by Owner's Representative before acceptance by Owner, all written guarantees and warranties which apply to any product which is part of or incorporated into the Work, or which is otherwise called for in the Contract Documents. Notwithstanding any assignment, Contractor shall remain responsible for administering warranties.

§ 3.6 Taxes

No sales, consumer, use and similar taxes, including any state or local B&O taxes, shall be passed through to the Owner or included in the Contract Sum or in Contractor's fee, nor shall Owner reimburse such costs. Contractor shall provide reseller permits to all Subcontractors who are purchasing materials or providing Work on the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The costs of licenses and fees for any Subcontractors are included in the pricing for such Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, including but not limited to ADA and other accessibility regulations and the TERO Code. Contractor shall include reasonable tolerances in construction with regard to any applicable or announced accessibility regulations to ensure that as-built conditions comply with all such accessibility codes and regulations. The Contractor shall require its Subcontractors and Design-Build Subcontractors, such as mechanical, electrical, and plumbing (MEP), and subcontractors responsible for delegated design and/or deferred submittals, to coordinate with Owner's Representative to ensure

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that their design and work meet all accessibility requirements and take into account framing tolerances, acoustical considerations, and obstructions, such as countertops, backboard, tile, etc.). If applicable, the Contractor shall further coordinate with the design build steel stud subcontractor, and require it to coordinate with the Owner's Representative, to ensure that its design and work meet all accessibility requirements and take into account framing tolerances, acoustical considerations, wall backing and obstructions.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear all costs and damages attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents that could not reasonably have been discovered by the Contractor, the Contractor shall promptly provide notice to the Owner and the Owner's Representative before conditions are disturbed and in no event later than 24 hours after first observance of the conditions. The Owner's Representative will promptly investigate such conditions and, if the Owner's Representative determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner's Representative shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Owner's Representative's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be submitted or allowed, however, in connection with concealed or unknown conditions which do not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's prior inspections, tests, reviews and preconstruction services for the Project.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Owner's Representative. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Native American Preference. The Contractor is aware the QIN Board of Directors has the authority to require those employers subject to Quinault Code____ () and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting and must comply with the _____and the rules, regulations and orders of the TERO Commission. The preference requirements contained in the _____ shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting subcontract specifications.

Subcontractors shall provide the Contractor with a written report on a monthly basis that provides information concerning the numbers of tribal workers hired for the Work by Contractors and Subcontractors. The Contractors, Subcontractors, and Suppliers shall comply with all TERO regulations and ordinances, including the payment of all applicable taxes, specifically excluding payment of TERO taxes. The Owner shall remit the TERO tax, on behalf of the Contractor, directly to the tribal governmental authority. The Contractor shall include the provisions of Section 9.6.2 in this Agreement in the contracts with all of its Subcontractors and Suppliers.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Allowances amounts shall be a reasonable estimate by the Contractor of the actual cost of each allowance item based upon the information known as of the date of the GMP Amendment and through Contractor's preconstruction services. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the

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Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- **.3** whenever costs are more than or less than allowances and such changes are due to changes in scope by the Owner, the Contract Sum shall be adjusted accordingly by Change Order. Otherwise, the Guaranteed Maximum Price will not be increased due to the cost of an allowance item being more than the allowance. Contractor, however, may use savings generated by subcontractor buy-out, contingency, or with the prior written approval of the Owner, savings from other allowance line items; and
- **.4** weekly, during the course of construction, representatives of the Contractor shall advise the Owner of the cost status of each Allowance. The Contractor shall provide this information in a timely manner, but always prior to the termination of the allowance Work. The intent of this subparagraph is to identify possible cost overrun exposure and bring same to the attention of the Owner as soon as possible.

§ 3.8.3 If Work covered by an allowance is on-going over the course of the Project, the Contractor shall provide the Owner a monthly update of all Allowance expenditures and forecast of projected savings or over-run in the allowance sum. In order to increase an allowance, An allowance may not be transferred or aggregated with other allowances without prior written consent of Owner.

§ 3.8.4 Contractor shall provide deadlines for Owner decisions related to each allowance selection. Once so informed, materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent approved by Owner and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent and project personnel identified in the RFP shall not be substituted with other personnel without Owner's prior written consent. Contractor warrants project staff shall devote sufficient time to complete the Work in a timely manner. The Superintendent shall devote total and full-time attention to the requirements of the Construction Documents until Final Completion of the last phase of or Scope of Work for the Project. The Contractor's superintendent shall be responsible for the Work at all times and shall have authority to furnish estimates and to approve on behalf of Contractor changes in the Work. Owner and Contractor may rely upon the signature of the superintendent as binding as to any matter requiring the signature of Contractor. Communications given to the superintendent in writing shall be as binding as if given to the Contractor. In all instances, the Contractor's project manager, superintendent, and other project representatives shall be subject to the reasonable approval of Owner. The Contractor shall replace the superintendent, project manager, or other project representatives assigned to the Project upon Owner's reasonable request. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.1.1 The Superintendent shall keep an electronic daily journal describing in detail all construction activity, weather conditions, persons entering the job site, and all other information important to the construction process. The daily journal shall be available upon request to the Owner and Owner's Representative, and upon request copied in its entirety and delivered to each. All photos/videos and all other records documenting progress, quality of work, concealed work, etc. shall be available for copy by Owner and Owner's Representative upon request.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Owner's Representative of the name and qualifications of the proposed superintendent. Within 14 days of receipt of the information, the Owner's Representative or Owner may notify the Contractor, stating whether the Owner or the Owner's Representative (1) has reasonable objection to the proposed superintendent or (2) requires additional time

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for review. Failure of the Owner's Representative or Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Owner's Representative has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, with the GMP Amendment, shall prepare and submit for the Owner's and Owner's Representative's information a Contractor's construction schedule ("Schedule") for the Work in MS Project or similar. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates ("Milestone Dates"), duration, percentage complete, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; (3) the time required for completion of each portion of the Work; (4) logic / logic ties; and (5) float. The schedule shall provide for the orderly progression of the Work to completion, shall not exceed time limits current under the Contract Documents, and shall be submitted in updated form with Contractor's monthly payment applications. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project to demonstrate the Project will be completed within the Contract Time, shall maintain the same logic as originally accepted by the Owner in the Schedule, shall resolve any conflict between actual work progress and schedule logic, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. When out of sequence activities develop because of actual construction progress, Contractor shall submit revisions to schedule logic to conform to current job status and directions, without changing the Construction Schedule activity identification or Contract Time. In no event shall Contractor be entitled to an adjustment of the Contract Sum for non-realization of an anticipated early completion prior to the Contract Time. Contractor shall provide Owner with an electronic version of the original Construction Schedule, including all subsequent electronic schedule revisions and updates (by disk or CD), created without any password protection, in a format approved by Owner. Such schedules shall be capable of being fully reviewed and inspected by the Owner and Owner's Representative. Upon review and approval by the Owner of the Milestone Dates, the Construction Schedule shall be deemed part of the Contract Documents. If not accepted for reasonable cause, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and Owner's Representative and resubmitted for acceptance.

§ 3.10.2 The Owner may authorize construction activities to commence prior to completion of the Drawings and Specifications. If the Drawings and Specifications require further development at the time an initial construction schedule is prepared, the Contractor shall (1) allow time in the schedule for further development of the drawings and Specifications by the Owner's Representative, including time for review by the Owner and the Contractor and for the Contractor's coordination of Subcontractor's Work, and (2) furnish to the Owner in a timely manner information regarding anticipated market conditions and construction costs; availability of labor, materials and equipment; and proposed methods, sequences and time schedules for construction of the Work.

§ 3.10.3 The Contractor shall prepare a submittal schedule within the timeframe set forth by the Owner and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's Representative's and Owner's approval. Activities on the Construction Schedule that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates set forth in the submittal schedule. The submittal schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Owner's Representative's or Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, (2) allow the Owner's Representative or Owner reasonable time to review submittals, and (3) provide a date for when decisions of the Owner or Owner's Representative need to be provided in order to maintain the proposed Project Schedule. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals and shall be responsible for any additional costs paid to the Owner's Representative as a result of such failure to follow the submittal schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to and approved by the Owner and Owner's Representative.

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§3.10.5 The Construction Schedule shall be in an appropriately detailed precedence-style critical path method (CPM), time-scaled network diagram type format which shall provide a graphic representation of activities and events that will occur during performance of the Work and shall establish interim dates that are critical in insuring the timely and orderly completion of the Work. If the Contractor chooses not to provide a Schedule based upon a CPM methodology, the Owner may elect to approve the Schedule, however, Contractor shall not be entitled to make a Claim for any delays as it will be unable to demonstrate impact to the critical path. No activity on the Construction Schedule shall have duration longer than fifteen (15) calendar days, except fabrication and procurement activities, which may have longer durations if acceptable to Owner. The Construction Schedule shall include, but not be limited to, separate work activities for each level, including roof(s). The Contractor shall perform the Work in accordance with the construction schedule as well as within the dates specified in this Agreement.

§ 3.10.7 Periodically, as required by the Owner's Representative or Owner, the Contractor shall report on the status of the Work on duplicate marked copies of the current Construction Schedule. The current Construction Schedule shall reflect (1) the as-built activities performed as of the effective date of the updated schedule; and (2) the Contractor's plans for the continued prosecution of the remainder of the Work. The Contractor shall indicate in the status report any Work that is not proceeding according to the current construction schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to modify the schedule. Any modifications to the Contractor's schedule notwithstanding, the Contractor shall remain responsible to complete the Work within the time specified in this Agreement and all requirements stated in this Section 3.10 shall equally apply to all updates to the Contractor's Schedule.

§3.10.8 The Contractor shall manage savings realized in the performance of activities and events detailed in the Schedule for the overall benefit of the Project. In the event that Contractor is ahead of schedule with respect to certain activities or events detailed in the Schedule, such time savings shall benefit Owner and shall not work to allow additional time for the completion of other activities or events without Owner's prior approval.

§3.10.9 Owner's and Owner's Representative's review, comment, and/or approval of the Contractor's Construction Schedules, updated schedules, or Recovery Schedule(s) shall not constitute a change of any portion of the Work or the Schedule or relieve Contractor of any of its obligations. Failure of the Contractor to include any element of the Work required by the Contract Documents in its construction schedules shall not relieve the Contractor from completing the Work in full accordance or compliance with the Contract Documents. The Contractor alone shall remain responsible for the workflow and schedule logic, how early to start activities, adjusting forces, equipment, and work schedules to ensure completion of the Work within the time(s) specified in the Contract.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the Project site for the Owner one copy of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner's Representative and Owner, and delivered to the Owner's Representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Contractor shall maintain and update as the Work progresses as-built drawings depicting the as-built elements and conditions of the Project. Contractor shall provide the then-current version of the as-built drawings to the Owner upon request. Upon completion of the Work and before final payment is made, Contractor shall furnish to the Owner a professional and legible copy of the Drawings and Specifications that depict the locations of the as-built elements of the Work to the extent the as-built conditions differ from the Contract Documents, as well as any and all field changes made to the Work.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Owner's Representative is subject to the limitations of Section 4.2.7. Notwithstanding the forgoing, Contractor shall comply with all manufacturer instructions for installation of materials at the Project, regardless of whether such instructions are included in the Product Data or other submittals. Informational submittals upon which the Owner's Representative is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Owner's Representative without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Owner's Representative and Owner's Representative through Procor, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Owner's Representative that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved in writing by the Owner's Representative.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Owner's Representative's or Owner's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Owner's Representative and Owner of such deviation at the time of submittal and (1) the Owner's Representative or Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Owner's Representative's approval thereof. The Contractor shall be solely responsible for errors or omissions in its and its Subcontractor's submittals and Shop Drawings, whether or not the submittals and Shop Drawings have been reviewed or approved by the Owner's Representative or Owner.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Owner's Representative on previous submittals. In the absence of such written notice, the Owner's Representative's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 All professional design services, design-build, deferred submittals, delegated design services, or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents .The Owner and the Owner's Representative shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.12.1012 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Owner's Representative at the time and in the form specified by the Owner's Representative.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor shall comply with all stormwater discharge

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and mitigation laws and ordinances, and as set forth in the civil engineering design documents and any applicable permits.

§ 3.13.2 The Contractor shall send proper notices, make all necessary arrangements, and perform all other services required in order to protect and maintain all marked, identified, locatable, or known public entities such as fire lines and hydrants, electric, gas, water lines, sewer pipes, mechanical systems, public pedestrian and street easements, and all other items of this nature, and assume all responsibility and pay all costs and damages for which the Owner may be liable if said services are interrupted by actions of the Contractor or Subcontractor. Contractor shall provide three weeks' (21 days) prior notice of any impacts or interruptions to such systems, services, public areas. Contractor shall test all utilities prior to performing work to ensure compliance with design and applicable laws, codes, ordinances and other requirements of the Project.

§ 3.13.3 The Contractor shall bring and store on the Project site only materials and equipment which are to be used directly in the Work. After such equipment is no longer required for the Work, it should be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and other similar occurrences are solely the responsibility of the Contractor and the Contractor shall mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality. The Contractor shall not erect or permit the erection of any sign on the Project site without the prior written consent of the Owner, which consent may be withheld or revoked in the Owner's sole direction. The Contractor shall not, without the Owner's review and prior written approval, which approval may be withheld or revoked in the Owner's sole discretion, reference or identify any entity in any representation of the Project, photographs of the exterior or interior of the Project, or references to the fact that the Contractor is constructing the Project in the Contractor's promotional or advertising materials.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work, and (ii) the building in the event of partial occupancy as more specifically described in Paragraph 9.9.

§ 13.3.5 The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, and any building materials, or equipment likely to cause hazardous conditions. Contractor shall, where practical, keep the main entry roadway open and accessible for public use. Contractor shall protect the adjacent property and the public at all times from hazards from their work in a manner conforming to all agencies of jurisdiction.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any newly constructed/existing facilities at the Project site including, without limitation, lavatories, toilets, and parking areas other than those designated by the Owner.

§ 3.13.6 The Contractor's fence, scaffold and/or building signs on the Project shall be coordinated with and have the prior written consent of the Owner except as required for safe site operations.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. Fitting of all materials shall be done to preserve the strength and durability of the material and to present a clean, well-worked appearance.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste

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materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. In addition to general broom cleaning, the Contractor shall perform minimum final cleaning for all trades at completion of the Work in accordance with the specifications and the following:

.1 remove temporary protections;
.2 remove marks, fingerprints and other soil or dirt from painted, decorated and natural-finished woodwork and other Work;
.3 remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
.4 clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
.5 clean aluminum in accordance with recommendations of the manufacturer;
.6 clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to a sheen;
.7 remove spots and other foreign material from carpeted areas using cleaning methods in accordance with the carpet manufacturer's recommendations. Vacuum all areas, and mechanically clean any areas which have been subjected to high traffic during completion of construction activities; and
.8 window cleaning (exterior and interior sides).

§ 3.15.2 The Contractor shall maintain streets and sidewalks around the Project site in a clean condition and shall comply with all erosion control, storm water runoff, recycling and composting ordinances and regulations. The Contractor shall remove all spillage and tracking arising from the performance of the Work from such areas and shall establish a regular maintenance program to minimize accumulation of dirt and dust upon such areas. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from or offset against the Contractor.

§ 3.16 Access to Work

§ 3.16.1 The Contractor shall provide the Owner and Owner's Representative with access to the Work in preparation and progress wherever located.

§ 3.16.2 Owner shall have the right to access any part or parts of the Project in order to do whatever work is necessary to complete the interior of the building and to install fixtures and equipment provided Owner has given ample notice and Owner's work will not impact progress on the work of this Contract. All work within the construction site shall be coordinated through the jobsite superintendent. The Contractor shall cooperate with the Owner, Owner's property manager and employees, service providers, commercial tenants, prospective tenants, their designers and contractors and other authorized users to prior to Substantial Completion in accordance with the accepted schedule. The Contractor shall coordinate its efforts with Owner or Owner's tenant's occupancy of the premises under this Section in such a way as to minimize impact of all parties; however, the overall Project schedule and Contractor's work shall always take precedence.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall defend, indemnify, and hold the Owner and its separate contractors and consultants harmless from any loss, claim, damage, or suit (including reasonable attorneys' fees) on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Contractor has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner in writing. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Contractor.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and in addition to any other indemnification obligations set forth in the Contract Documents, the Contractor shall defend, indemnify and hold harmless the Owner, the Owner Related Parties, the Owner's lender, Owner's Representative, Owner's Project Managers, and agents, members, affiliates, subsidiaries, employees, officers, principals, board members, and directors of any of them "(Indemnified Party") from, for, and against every kind and character of claims, damages, losses, actions, causes of action, liabilities, costs,

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and expenses, (including but not limited to actual attorneys' and expert fees and costs, and costs and expenses of consultation, preparation, and review of claims and related documents and in enforcing the defense and indemnity obligations hereunder, and including those events covered by any blanket contractual liability coverage required under the Contract Documents) ("Loss"), arising out of or resulting from performance of the Work including the work of all Subcontractors and their employees or anyone for whom they are legally liable, provided any such Loss is caused in whole or in part by (i) the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, the Architect, Consultants, and their employees or the agent of anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, (ii) any determination by a court or agency that Contractor is not an independent contractor or that Owner is the employer or joint employer of any of Contractor's or any Subcontractor's or Consultant's or Architect's employees or personnel, (iii) any claim, action, suit or proceeding by Contractor or a Subcontractor's or a Consultant's or the Architect's employees, including but not limited to worker's compensation, unemployment and wage-and-hour claims, (iv) any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, regardless of whether or not such Loss is caused in part by a party indemnified hereunder. Contractor's obligation to defend, indemnify, and hold harmless under this Section applies regardless of whether or not such Loss is groundless, false, or fraudulent. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the Owner shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person under the Contract Documents. The indemnification and defense provisions of this Agreement shall survive any termination of this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. For the purposes of the foregoing indemnification provision only, and only to the extent of claims against Contractor by and Indemnified Party under such indemnification provisions, Contractor and its Subcontractors specifically waive any immunity it or they may be granted under applicable workers' or workmen's compensation act, including the Washington State Industrial Insurance Act, Title 51 RCW.

ARTICLE 4 ARCHITECT

§ 4.1 General

The Architect is retained by the Contractor. The Owner's Representative, at Owner's discretion, may provide some of the obligations required by Architect in this Agreement.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Representative, with Owner's direction, will provide administration of the Contract as described in the Contract Documents. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Owner's Representative will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The presence of the Owner, or Owner's Representative (if any) at the Site shall not in any manner be construed as assurance that the Work is completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract documents of any kind, including Notice, has been met or waived.

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§ 4.2.3 On the basis of the site visits, the Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall communicate directly with each other. Contractor shall use the Procor system provided by the Owner's Representative for all communications and submittals for the Project. The Owner and Contractor shall include the Owner's Representative in all communications that relate to or affect the Owner's Representative's services or professional responsibilities and the Owner shall be copied on all communications and notices required to be provided to the Owner's Representative. The Owner may promptly notify the Owner's Representative of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Owner's Representative's evaluations of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner Representative considers it necessary or advisable, the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Owner and/or Owner's Representative nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner or Owner Representative to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Owner has the same authority to reject Work, require inspection or testing, and reject Applications for Payment as does the Owner's Representative.

§ 4.2.7 The Owner's Representative will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's Representative's action will be taken in accordance with the submittal schedule approved by the Owner's Representative or Owner Representative or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's Representative's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents (provided this sentence does not exonerate Owner's Representative for responsibility to Owner for failing to report any such discrepancies observed by the Owner's Representative). The Owner's Representative's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3 or elsewhere in the Contract Documents. The Owner's Representative's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Contractor will prepare Change Orders and the Owner's Representative or Owner will prepare Construction Change Directives and Unilateral Change Orders. The Owner's Representative, or Owner may order minor changes in the Work as provided in Section 7.4. The Owner Representative will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Owner or Owner Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8;

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receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Owner's Representative agree, the Owner's Representative will provide one or more Project representatives to assist in carrying out the Owner's Representative's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Owner's Representative will make recommendations to the Owner concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.

§ 4.2.12 Recommendations of the Owner's Representative will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Owner Representative will review and respond to requests for information about the Contract Documents.

§ 4.2.14 No action, approval, omission to act, or failure to advise the Contractor as to any matter by the Owner or the Owner's Representative shall in any way relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents. In reviewing the quality and progress of the Work and submittals received from the Contractor, the Owner Representative is acting solely for the convenience of the Owner. Neither the Owner nor Owner Representative has any responsibility, duty, or obligation to the Contractor to assist the Contractor in the supervision or performance of the Work.

§ 4.2.15 Any reference in the Contract Documents to the Owner's Representative's or Owner's taking action or rendering a decision within any "reasonable promptness" is understood to mean no more than fifteen calendar days, unless a shorter review time is necessary to maintain the project Schedule as approved by the Owner, and Contractor gives notice to Owner's Representative and Owner that a shorter review time is necessary; provided, however, that the time for review shall be extended for reasonable review time in the event submittals are returned to Contractor because of incomplete submittals. Each party will instruct their respective representatives to act reasonably and promptly when reviewing and approving/rejecting submittals. Such shorter review periods shall be on a limited occasion, and not made routine.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Owner's Representative of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner's Representative may notify the Contractor whether the Owner or the Owner's Representative (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection. Owner shall be promptly advised of any changes in the information given pursuant to this Section.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Owner's Representative has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Owner's Representative has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Owner's Representative has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Owner's Representative makes reasonable objection to such substitution.

§ 5.2.5 Contractor shall provide Owner within 10 days of execution with a true and complete copy of any executed subcontract(s) or supply contract(s), including scoping documents and modifications thereto. Such Subcontracts shall include all provisions and flow down obligations set forth in this Agreement.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, prior to performance of the applicable Work, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Owner's Representative. Each subcontract agreement shall preserve and protect the rights of the Owner and Owner's Representative under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items. Subcontracting of any of the Work shall not relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor to correct, at the Subcontractor's own expense, all Work performed by the Subcontractor that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If any Subcontractor defaults in its obligation promptly to correct any such deficiency, the Contractor shall be responsible for correcting the deficiency as a Cost of the Work within the Guaranteed Maximum Price.

§ 5.3.4 In addition to the above, contracts between Contractor and its Subcontractors shall include the following: (1) the Subcontractor shall defend, indemnify, and hold harmless the Owner and Indemnified Parties to the same extent and for the same duration as Contractor has agreed to indemnify and defend Owner and Owner Related Parties, including the waiver of employer immunity under worker's compensation laws; (2) the Owner shall be an intended third party beneficiary of such subcontracts; and (3) each Subcontractor shall maintain the insurance in

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accordance with the requirements of **Exhibit A** and Contractor shall submit proof of such insurance to the Owner prior to each such Subcontractor commencing any Work on the Project.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

If the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract for the period after such acceptance.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. A Separate Contractor shall not include utility service providers or similar vendors. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall submit a Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. Contractor will be compensated for any additional work or time required to accommodate the work of others outside of this Contract provided Contractor submits a notice of claim, and otherwise complies with the notice requirements of this contract. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Notwithstanding anything to the contrary contained in Section 6.1.3 above, Owner and Contractor agree and acknowledge that regardless of what party is responsible for the installation of utilities (including, but not limited to, gas, electric, sewer, water, cable and communications) at the Project, the Contractor is responsible for scheduling and coordinating such installation with the Separate Contractor's Work.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Owner's Representative and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of

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the Contractor's Work. Failure of the Contractor to notify the Owner's Representative of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner may be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction that Contractor establishes could not have been avoided through Contractor's reasonable mitigation measures and provided Contractor complies with the Claim procedures set forth in this Agreement.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No additional work shall begin and no additional costs or time shall be incurred without Owner's prior written approval.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor. A Construction Change Directive requires execution by the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Owner alone or by the Owner's Representative with written permission from the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument signed by the Owner, Contractor, and (if applicable) Owner's Representative stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Within ten (10) days of first notification of a potential Change Order, unless otherwise agreed to in writing by Owner, Contractor shall provide an ROM (rough order of magnitude) estimate of the amount of the adjustment in Contract Time and/or Contract Sum. Within thirty (30) days of first notification of a potential Change Order, unless otherwise agreed to in writing by Owner, Contractor shall provide Owner with a final estimate of the amount of adjustment in Contract Time and/or Contract Sum and with all backup necessary to verify any adjustment in Contract Sum or Contract Time. Failure to give the amount of the adjustment or estimate thereof or backup as required in this Agreement, as set forth in this Section, shall constitute an absolute and complete waiver, bar, and release of such right to seek an increase in Contract Sum or Contract Time for Work related to or arising under any potential Change Order.

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§ 7.2.3 The execution of a Change Order shall constitute full satisfaction and a waiver of any and all claims, including cumulative impacts, requests for costs, or requests for time by the Contractor arising out of, or relating in any way to, the Work to be performed or deleted pursuant to Change Order, including all direct and indirect costs associated with such change, delay or acceleration damages, and general home office overhead expenses, and any and all adjustments to the Contract Sum and Contract Time, except as specifically described in the Change Order, and shall constitute a final settlement of all such matters, including those related to Subcontractors and Suppliers that are subject of the Change Order.

§ 7.2.4 Fee for Contractor shall not exceed Contractor's Fee as set forth in AIA Document A102.2017.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive, or Unilateral Change Order, is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive or Unilateral Change Order, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost of the Work (as defined by AIA Document A102-2017 as revised) to be determined in a manner agreed upon by the parties and Contractor's Fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order, Unilateral Change Order, or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive or Unilateral Change Order, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner's Representative of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement (not to exceed Contractor's Fee for Change Orders or Subcontractor's Fee for Change Orders, which shall cover any impact damages associated with such additional work). Contractor's entitlement to extended general conditions, if any, shall be governed by Article 8. In such case, and also under Section 7.3.3.3, the Contractor shall segregate at the time incurred, keep, and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner or Owner Representative;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Subject to the Cost of the Work definition in AIA Document A102-2017, as modified, Costs of supervision and field office personnel directly attributable to the change and when the changes involve an extension of Project schedule for completion and such impact directly solely affects the critical path of the Project (Contract Time).

§ 7.3.8 If the Contractor disagrees with the adjustment in the Contract Time or Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 15. Failure to make a Claim as set forth in Article 15 shall constitute an absolute and complete waiver, bar, and release of such disagreement with the adjustment in the Contract Time or Contract Sum, or both.

§ 7.3.9 Upon receipt of a Construction Change Directive or Unilateral Change Order, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner or Owner Representative of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive or Unilateral Change Order for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.10 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit in the form of Contractor's Fee shall be figured on the basis of net increase or decrease, if any, with respect to that change.

§ 7.3.11 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.12 When the Owner and Contractor agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.13 Contractor shall not be entitled to a Change Order for any change in the Work unless a Change Order has been signed by Owner, a Construction Change Directive or Unilateral Change Order issued, or a similar written Authorization has been issued by Owner, prior to initiation of such Work.

§ 7.4 Minor Changes in the Work

The Owner or Owner Representative may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such an order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner's Representative and Owner, and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in an order for a minor change without prior notice to the Owner's Representative and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date determined by the Owner's Representative in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents, as applicable to the Contractor's performance of the Work, are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor shall furnish sufficient forces and equipment, and shall work such hours, including night shifts, overtime operations, and weekend and holiday work as may be necessary to perform the Work in accordance with the date of Substantial Completion and the approved Contractor's Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) fails to meet the Contractor's Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of works, shifts, overtime operations, or days of work, as a Cost of the Work within the Guaranteed Maximum Price and in accordance with the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Owner's Representative, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by delay authorized by the Owner in writing pending mediation and dispute resolution; or (4) by other causes not otherwise addressed in the Contract Documents, that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine, provided notice of such delay is given as set forth in Article 15. The Contractor shall be required to use best efforts to mitigate both the necessity of the delay and the period of the delay. No delay shall be recognized unless it extends the time required to complete a task that is on the Construction Schedule for the Project, and no delay shall be recognized unless it alone increases the overall critical path duration of the schedule in effect at the time of the delay. Such extension of Contract Time shall not be for any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor. All Schedule Float shall belong to the Project. The amount of Schedule Float will be identified in Schedule, and use of the Schedule Float must be approved by Owner, approval of which shall not be unreasonably denied. If not specifically noted, the default is no less than ten (10) calendar days. In order to use Schedule Float for any adverse weather condition that does not constitute an "Unusually Severe Weather Condition", Contractor must provide oral notice to and approval from Owner's Representative prior to stopping or delaying Work as the result of any active or forecast adverse weather condition, identifying the Work affected by the weather condition, the anticipated length of the delay to the Work caused by the weather condition, any Work activities that can be performed (whether on or off the critical path), and any other information related to any such weather delay. Any extension of the Contract Time under this Section 8.3 shall be limited to the actual impact on the critical path after consumption of Schedule Float.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Contractor shall be entitled to an equitable adjustment in the Guaranteed Maximum Price and Contract Time for increased costs directly attributable to a delay set forth in Section 8.3.1, but only to the extent explicitly allowed under Section 8.3 and 8.4, and provided it makes a Notice of Claim in accordance with Article 15. Contractor shall be entitled to an adjustment to the Contract Time for changes made in the time of performance directly attributable to the Force Majeure Event, as defined below, provided it makes a notice of claim in accordance with Article 15. However, Contractor shall not be entitled to any adjustment in the Contract Sum resulting from a Force Majeure Event. Contractor shall not be entitled to any adjustment in Contract Time or in the Contract Sum for any delay or

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failure of performance to the extent such delay or failure was caused or contributed to by Contractor or anyone for whose acts Contractor is responsible. 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 submits notice of claim in connection with Article 15, but shall not be entitled to any adjustment in Contract Sum. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, however caused. Contractor's failure to provide Notice of Claim in accordance with Article 15 constitutes a complete waiver and absolute bar to any such Claim.

§ 8.3.4 As used herein, a Force Majeure Event is an event, circumstance or condition that was unforeseeable and beyond the control of either party or their respective contractors, subcontractors, or suppliers at any tier below them. Force Majeure Events include but are not limited to:

.1 Acts of God or public enemy, including terrorism and malicious mischief or riot;
.2 Acts or omissions of any government entity;
.3 Fire or other casualty, such as tornadoes, floods, hurricanes, earthquakes, tidal waves, blizzards or other physical natural disasters, for which Contractor or its subcontractors at any tier were not responsible;
.4 Quarantine, epidemic, or pandemic;
.5 Strike or defensive lockout; and
.6 Unusually Severe Weather Conditions which could not have been reasonably anticipated; and
.7 Unusual disruptions in the supply chain for materials and equipment, which the Contractor has used all reasonable efforts to prevent and avoid, including monitoring supply chain and proposing timely substitutions to mitigate any delays.

§ 8.3.5 "Unusually Severe Weather Condition" as used in this Agreement means weather that is more severe than the adverse weather anticipated for the Project Site during any given season. Unusually Severe Weather Condition as used in the prior sentence means the atmospheric conditions at the definite time and place, as measured by the National Climatic Data Center station closest to the Site, that are unfavorable to construction activities. Unusually Severe Weather Conditions must actually cause a delay to the completion of the Work and the critical path. The delay must be beyond the control and without the fault or negligence of the Contractor. For any Claims related to an Unusually Severe Weather Condition, the Contractor must comply with Article 15 of this Agreement.

§ 8.3.6 No Claim for delay shall be allowed the Contractor on account of the Owner's Representative's or Owner's failure to return drawings and shop drawings to the Contractor until the later of (i) ten (10) working days after Owner's Representative's receipt of a demand for such drawings or (ii) a reasonable time for review and comment after such demand for such drawings, and not then, unless such claim is just and allowable as provided above. Disapproval of incomplete or defective submittals shall not be a claim for delay.

§ 8.3.7 When the Contract Time has been extended due to a delay set forth in Section 8.3.1 and Contractor is entitled to an increase in the Contract Sum under Section 8.3.3, Contractor's adjustment in Contract Sum for such extension (if any) shall be limited to extended general conditions at actual cost, but which shall not exceed the average daily charge for general conditions over the course of the Project without the extension. Owner shall have no other obligation to the Contractor or any Subcontractor for delay-related costs associated with the fault or negligence of the Owner.

§ 8.3.8 Neither the Contractor nor any Subcontractor shall be entitled to damages arising out of actual or alleged loss of efficiency or productivity; morale, fatigue, attitude, or labor rhythm; cumulative impact, constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar theories of damages.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner's Representative before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work (Schedule of Values). The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner's Representative or Owner. This schedule, unless objected to by the Owner's Representative or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner's Representative or Owner and supported by such data to substantiate its accuracy as the Owner's Representative or Owner may require, and unless objected to by the Owner's Representative or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment review meeting, the Contractor shall submit to the Owner and Owner's Representative (if any) an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Owner's Representative require, such as copies of requisitions, and releases and waivers from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Conditional and unconditional claim waiver and release shall be provided by the Contractor and all first tier Subcontractors and suppliers with each pay application. The Application for Payment shall constitute a representation by the Contractor that except as otherwise specifically stated, there are no mechanics', materialmen's or laborers' liens or claims outstanding or known to the exist at the date of the Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application, and the waivers and releases have been obtained from the Subcontractors, Sub-subcontractors and suppliers that have provided the Contractor notice or whom Contractor has actual knowledge has been on site for Work done and materials furnished. Owner shall issue payment as set forth in AIA Document A102-2017, as modified, following approval of the Pay Application.

§ 9.3.1.1 The Contractor shall require that Subcontractors prepare and submit pay application breakdowns with work divided in sufficient detail. The monthly billing breakdown shall reflect description of the work, total value, percent of the work complete to date, value of work complete to date, previous amount billed, current amount due, less retainage. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits 'front-loading' of the value of the work shall be rejected. In all cases, sufficient funds shall be withheld from Pay applications to ensure an adequate reserve (exclusive of normal retainage) to complete the work and any punch-list or closeout work.

§ 9.3.1.1 As provided in Section 7.3.11, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier. If such Work has been performed by others whom the Contractor intends to pay, the Contractor must notify the Owner and Owner's Representative and obtain prior written consent from the Owner before including such request in an Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site. Such information shall include, but not be limited to, the following information: cost per unit, quantity of materials stored, dates for storage, location/address for where materials are being stored, photographs of stored materials, and

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certificates of insurance. In additional, Contractor shall provide information sufficient for Owner and Owner's lender (if any) detailing how the materials are stored and secured, i.e., whether in a climate controlled facility, weather protection, security, whether in a gated/guarded facility, etc.

§ 9.3.3 As the Work progresses, title to each item of material or equipment shall vest in Owner upon the earlier to occur of (a) incorporation of such item into the Work, or (b) payment for such item by Owner. Each such item shall then become the sole property of Owner, subject to the right of Owner to reject the same at any time prior to the date of Substantial Completion for failure to conform to the Contract Documents. Each item of material or equipment that is not rejected prior to the date of Substantial Completion shall be deemed delivered and accepted by Owner. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Nothing contained in this Section, however, diminishes Contractor's responsibility to replace stolen, defective or vandalized work, materials or equipment. Such responsibility does not diminish Contractors right to recover under insurance provisions.

§ 9.3.4 The Contractor shall notify the Owner immediately of any accidents or delays, or hindrances to the delivery of the store materials to the Project jobsite which the Contractor, its Subcontractors or agents experience or observe, and follow-up with written notification to the Owner within 24 hours of occurrence, together with an action plan to rectify the matter.

§ 9.4 Certificates for Payment

§ 9.4.1 The Owner or Owner's Representative will, within seven days after receipt of the Contractor's final and approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Owner or Owner's Representative and Owner determines is properly due, and notify the Contractor and Owner or Owner's Representative's reasons for withholding certification in whole or in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the reason for withholding the certification in whole or in part as provided for in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner or Owner's Representative to the Owner, based on the evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner's or Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner or Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner or Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, or (5) verified definitely that none of the conditions listed in Sections 9.5.1 exist at the time of certification.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner or Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in its opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner or Owner's Representative is unable to certify payment in the amount of the Application, it will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner or Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the

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Owner's or Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including, but not limited, to loss resulting from acts and omissions described in Section 3.3.2, because of:

- **.1** defective Work not remedied (150% of the estimated value of such defective Work may be withheld;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment and cause the removal of mechanic's liens as required in the Contract Documents;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** failure to carry out the Work in accordance with the Contract Documents;
- **.8** overpayment of prior amounts included in prior Certificates for Payment;
- **.9** Claims that the Owner has against Contractor under or in connection with the Contract Documents or Contractor's Work; or
- **.10** any other reason for withholding allowed by the Contract Documents or to protect the Owner, including failure by the Contractor to comply with the Contract Documents.

If the Owner shall decline to make payment as requested in an Application for Payment because the Owner believes that the Work has not progressed to the point indicated in the Application for Payment, the quality of Work is not in accordance with the Contract Documents, or for any other reason listed in this Section 9.5.1, the Owner shall so notify the Contractor.

§ 9.5.2 If the Contractor disputes any decision regarding a Certificate for Payment or withholding under Section 9.5.1, in whole or in part, the Contractor must submit a Claim in accordance with Article 15. Withholding under this provision shall not be deemed a breach entitling Contractor to terminate or damages, provided that Owner has provided notice in writing to the Contractor of the nature of the default or failure to perform as set forth in this Sections 9.4 and 9.5.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Owner or Owner's Representative withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint or direct checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint or direct check, the Owner shall notify the Contractor, and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 To the fullest extent allowed by law, Contractor shall have no right to stop the Work if Contractor is timely paid for all undisputed amounts, and if so paid, Contractor shall proceed with the performance of its obligations hereunder with reservation of all rights and remedies it may have at law or in equity with respect to disputed amounts.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner or Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten (10) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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§ 9.6.3 The Owner or Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Owner's Representative shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.4.1 The Owner shall have the right to make payments to Subcontractors by multiple-payee, direct, or joint checks of amounts owed to Subcontractors under the governing subcontracts, purchase orders and similar agreements, and then deduct the amount of such payments from the amount of the final payment otherwise owed to the Contractor; provided that, prior to making multiple-payee, direct, or joint check payments under this Clause, the Owner shall provide reasonable written notice to the Contractor.

§ 9.6.4.2 Upon the Owner's written request, the Contractor shall furnish to the Owner with the final Application for Payment information required to facilitate multiple-payee or direct payments pursuant to Section 9.6.4.1, including but not limited to a complete listing of the outstanding amounts owed to all Subcontractors and, to the extent known, Sub-subcontractors. The Owner's payment to a Subcontractor pursuant to Section 9.6.4.1 by multiple-payee, direct, or direct check shall not be construed to grant to such Subcontractor any third-party beneficiary or other rights against the Owner.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor. Contractor shall comply with all applicable legal requirements regarding payment of Subcontractors.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 The Owner may condition any payment otherwise due to Contractor upon the Contractor's prior submission of unconditional lien waivers from Subcontractors and suppliers covering any Work for which Contractor has received payment from the Owner.

§ 9.7 Failure of Payment

If the Owner or Owner's Representative does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of a final and approved Application for Payment, or if the Owner does not pay the Contractor within fourteen days after the date established in the Contract Documents, the amount certified by the Owner or Owner's Representative or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Owner's Representative, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Any such occupancy or use described above shall not negate or change the responsibility of the Contractor to Owner for satisfactory completion of the Work.

§ 9.8.1.1 For Substantial Completion to be achieved, the Owner must have received a temporary or final certificate of occupancy and all other governmental approvals as necessary and required for the Owner to occupy or utilize the Work, or portion thereof which the Owner agrees to accept separately, for its intended purpose. In addition, the Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed, designated instruction of Owner's personnel in the operation of all Project systems has been completed, the Contractor has delivered all operation and maintenance manuals for all Project systems to the Owner, and all final finishes are in place. The only remaining Work after Substantial Completion shall be minor and "punch list" in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere with or hamper the Owner's or its buyers', clients', or tenants' normal business operations.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's Representative's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner's Representative. In such case, the Contractor shall then submit a request for another inspection by the Owner's Representative to determine Substantial Completion. The Owner or Owner's Representative shall have the same right of inspection and right to demand completion and correction as Owner's Representative. If more than two inspections by the Owner's Representative or Owner are required to determine Substantial Completion, not due to the fault of either the Owner's Representative or Owner, the Contractor shall reimburse Owner for any additional costs associated with such additional inspections, including costs of the Owner's Representative.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Owner or Owner's Representative will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and shall fix the time within which the Contractor shall finish any and all items on the list of non-conforming, defective, or incomplete Work items accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, except for non-conforming, defective, or incomplete Work as of the Substantial Completion Date, in which case, warranty periods will commence upon completion of the corrective Work and except as otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, The Owner shall make payment of retainage applying to the Work or designated portion thereof at Final Completion. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work, provided such occupancy or use is authorized by public authorities having jurisdiction over the Project and approved by Builders' Risk Insurance carrier. Such partial occupancy or use may commence whether or not the portion is substantially

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complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner's Representative as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Owner's Representative.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Owner's Representative shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise expressly agreed to in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative and Owner will promptly make such inspection. When the Owner or Owner's Representative finds the Work and all punch-list or corrective work complete and acceptable under the Contract Documents, and if the Contractor has submitted all documentation required by the Contract Documents, and the Contract fully performed, including providing all backup required to verify the costs included in the final Application for Payment, the Owner or Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's or Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's or Owner's Representative's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The term "Final Completion" as used in the Contract Documents shall mean that (1) Substantial Completion of the Work or designated portion thereof has been achieved and the Owner's Representative has certified that the Project is finally complete; (2) the Owner has received a final certificate of occupancy and all other governmental approvals as necessary and required for the Owner to occupy or utilize the Work or designated portion thereof for its intended purpose; (2) the Owner's and Owner's Representative's punch lists are fully completed; and (4) the Contractor has performed all of its obligations under the Contract, except for those obligations which by their nature continue or arise after final payment. Notwithstanding the foregoing, Final Completion shall be deemed achieved if all construction, submittals and other performance by the Contractor has been completed but the permanent certificate of occupancy has not been issued solely because of factors beyond the reasonable control of the Contractor. A delay in the applicable governmental agency's issuance of a certificate of occupancy, following the Contractor's completion of construction, submittals and other performance that is of normal duration for that agency shall not constitute a factor "beyond the reasonable control of the Contractor" as that phrase is used in the prior sentence.

§ 9.10.1.2 Section 9.10.1.1 shall not apply to designated portions of the Work to the extent certificates of occupancy and other approvals are not required by governmental authorities with jurisdiction in order for the Owner to occupy or utilize the designated portions for their intended uses.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Representative and Owner all close out documents required by the Contract Documents that have been received and accepted by Owner and Owner's Representative, including (1) an affidavit that to the extent of prior payments by Owner, payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract

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Documents, (4) consent of surety, if any, to final payment, (5) all O&M's, as-builts, and submittals required by the Owner, (6) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (7) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner in its sole discretion. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 Partial release of retention shall not be made by the Contractor to any Subcontractor unless approved by the Owner in writing, and all Owner closeout documentation required by the Contract Documents have been completed, submitted to, and approved by, the Owner's Representative and the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner's Representative so confirms, the Owner shall, upon application by the Contractor and certification by the Owner's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.3.1 If the Owner makes such payment in advance of Final Completion, the Owner shall retain an amount equal to twice the market value of the Cost of the Work for the Contractor or its Subcontractors to finally complete the Work, as determined by the Owner's Representative, plus the Contractor's Fee on that Cost of the Work.

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled in and at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be solely and completely responsible for conditions of the Project site, including safety of all persons and property, during performance of the Work, except that Contractor is not responsible for Owner's Separate Contractors. The Contractor shall maintain the Project site and perform the Work in a manner that meets statutory and common-law requirements for the provisions of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or Owner's Representative of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract Documents. As part of this responsibility, the Contractor shall develop a specific safety program for the Project, which the Contractor shall submit to the Owner prior to the commencement of Work. The Contractor shall update the safety program on a monthly basis and provide the updates to the Owner upon request. The safety program shall specifically address worker and public safety as related to the Project. The Contractor shall implement, monitor and maintain the safety program in full compliance with all applicable laws. The Contractor shall have on staff a qualified safety officer who shall provide guidance and direction to the Contractor's staff concerning safety-related issues. The safety officer shall inspect the Project at regular intervals.

§ 10.1.2 No action or inaction of the Owner or the Owner's Representative relating to safety or property protection or a violation thereof will (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Owner's Representative to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Owner's Representative to ensure the Contractor performs the Work safely, (4) affect the Contractor's

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sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees; or (5) affect the Contractor's responsibility for the protection of persons and property.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible for all measures necessary to protect any property, and improvements thereon, adjacent to the Project, including installation of fencing surrounding the site. Any damage to such property or improvements caused by construction of the Project shall be promptly remedied by Contractor without cost to the Owner. These repairs will under no circumstances increase the Contract Sum.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Owner's Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Owner's Representative.

§ 10.2.6.1 The Contractor shall, and shall require its Subcontractors, to: (1) be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying; (2) furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, the name of an individual on each shift who has completed the OSHA Supervisory Training Course and a posted list of emergency facilities; (3) take prompt action to correct any hazardous conditions reported; (4) comply with the requirements of the Occupational Safety and Health Act ("OSHA") and all other applicable federal, state and local worker safety laws, rules and regulations, including all standards and regulations which have been promulgated by the governmental authorities which administer such acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, Subcontractors, Sub-subcontractors, and materialmen and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of the failure of its agents, employees, materialmen, Subcontractors or Sub-subcontractors to so comply. Contractor shall provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumber's torches and

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other flame and spark producing apparatus and comply with NFPA Standard No. 51B, as amended, or its replacement.

§ 10.2.6.2 The Contractor, in all cases, shall comply and cause its Subcontractors at all tiers to comply with all Governmental Requirements. The term "Governmental Requirements" as used in the Contract Documents shall mean any and all building, traffic, environmental, occupancy health, accessibility for disabled and other applicable laws, statutes, ordinances, regulations or decrees, of any federal, state, county, municipal, or other governmental or quasi-governmental authority or agency pertaining (a) to the Project or the Work, (b) to the use and operation of the Project or the Work for their intended purposes, or (c) if the context of the sentence establishes this term is being used in connection with a different subject than those described in clauses (a) or (b), then to the subject matter described in the Section in which the term is used.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 Wastewater/Stormwater Contractor shall comply with all state, federal, Tribal, and local rules, regulations, laws, and ordinances and/or any required permits related to limitations, special conditions, monitoring, reporting obligations, or other requirements related to water or stormwater.

§ 10.3 Hazardous Materials, Archeological Sites
§ 10.3.1 The Contractor is responsible for compliance with any requirements of any applicable laws and restrictions included in the Contract Documents regarding hazardous materials and archeological sites. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Owner's Representative in writing. If Contractor encounters items or circumstances which it reasonably believes could be an archeological site, Contractor shall immediately stop work in the area and inform the Owner and Owner's Representative in writing.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory or inspector to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, after notice from Contractor as provided above, provided that such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and (ii) is not covered by insurance, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are specifically required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances specifically required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall not use, generate, transport, dispose of, or install, any materials containing asbestos, lead or hazardous materials, and shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of any material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, unless those costs are otherwise included in the Contractor's scope of work.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Contractor shall provide notice to Owner and Owner's Representative of such emergency as soon as practical, but in no event more than 24 hours after such emergency.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain at Contractor's expense insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's Representative, the Owner's lender, Owner's Representative, and Owner's Representative's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the

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failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor waives all rights against (1) of the Owner, Owner's Representative, and its agents, and employees, each of the other; (2) the Owner's Representative and consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project or Work, except such rights as they have to proceeds of such insurance. The Contractor shall require similar written waivers in favor of the individuals and entities identified above from its Subcontractors, and sub-subcontractors, and agents and employees of any of them. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.4 Adjustment and Settlement of Insured Loss

§ 11.4.1 A loss insured under the property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.4.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's Representative's request or contrary to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner's

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Representative, be uncovered for the Owner's Representative's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner's Representative has not specifically requested to examine prior to its being covered, the Owner's Representative may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum or Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.1.3 Owner and Owner's Representative shall have the same rights to have Work uncovered and replaced as Owner's Representative.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Owner's Representative, Owner, or inspection agencies or governmental inspections having jurisdiction over the Work, for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative's services and expenses made necessary thereby shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, the Contractor shall provide a one year warranty that follows the 2-10 Warranty, or by terms of any applicable special warranty required by the Contract Documents, and two year / ten year extended warranty as set forth in **Exhibit I**. Separate from the 2-10 Warranty, if, within one year after the date of Substantial Completion of the entire Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any other 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, the Contractor shall correct it promptly at its sole cost and expense and without reimbursement after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. The Contractor has included in the Guaranteed Maximum Price an amount per Lot associated with warranty requests during the one-year period. The Owner will not be responsible for any Cost of the Work that exceed the warranty sum per Lot as set forth in the Guaranteed Maximum Price. During the one year warranty period, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor under its warranty obligations and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that one-year period after receipt of notice from the Owner or Owner or Owner's Representative, the Owner may correct it in accordance with Section 2.5 and seek reimbursement from Contractor for all such costs and damages. Owner's right to seek reimbursement from Contractor of any such costs and damages shall survive until at least one year past the expiration of the warranty set forth in this Section 12.2, including any extensions of warranty set forth in Sections 12.2.2.2 through 12.2.2.3.

§ 12.2.2.2 The period for correction of Work 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 completion of that portion of the Work.

§ 12.2.2.3 The period for correction of Work shall be extended for corrective Work performed by the Contractor pursuant to this Section 12.2, but only for that portion of the corrected Work so that such corrective Work itself receives at least a one-year warranty from the date of correction.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work (warranty claim), and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made or whether or not this Agreement has been terminated. Owner shall not be obligated to accept defective or non-conforming Work, or damages for the difference in value between conforming and defective or nonconforming Work, and in all cases Owner, in its sole and absolute discretion, shall be entitled to full removal and correction of defective or non-conforming Work. At all times, Owner shall be entitled to offset against any sum due and owning Contractor amounts associated with the removal and correction of defective or non-conforming Work.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the QIN and all applicable federal laws and regulations. Should any conflict arise between such laws, the following precedence shall apply: (i) Tribal law then (ii) Federal law. The Owner does not hereby consent to jurisdiction under any tribal, state or federal law that would not otherwise apply to the Owner as a QIN governmental entity or activity occurring within Indian Country.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 Notwithstanding 13.2.1 above, the Owner may, without consent of the Contractor, assign the Contract to a purchaser, another entity owned or related to Owner, or a lender providing construction financing for the Project, if the assignee assumes the Owner's rights and obligations under the Contract Documents. Once construction is completed, the Owner may also assign any warranty obligations to a subsequent purchaser or lessee. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Owner's Representative, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's

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Representative may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. Should any re-testing or re-inspection of work be required attributable to the Contractor for any reason, the cost of such work, including any associated schedule delay, shall be reimbursed by the Contractor and shall not be considered a part of the Cost of the Work.

§ 13.4.2 If the Owner's Representative, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner's Representative will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner's Representative of when and where tests and inspections are to be made so that the Owner's Representative may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures, compensation for the Owner's Representative's services and expenses, and schedule delay, shall be at the Contractor's expense and not be a Cost of the Work.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Representative.

§ 13.4.5 If the Owner's Representative is to observe tests, inspections, or approvals required by the Contract Documents, the Owner's Representative will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in this Agreement.

§ 13.6 No Personal Liability of Owner

No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against any affiliate, partner, volunteer, member, officer, director, council member, trustee, beneficiary of Owner , Owner's Representative, or other representative of the Owner, or Owner's Representative on account of any agreement contained in the Agreement or any other Contract Documents, whether expressed or implied. Liability with respect to the entry and performance of this Agreement and all other Contract Documents, however it may arise, with respect to Owner shall be asserted and enforced only against Owner, and Contractor shall have no recourse to any assets of any affiliate, partner, member, director, officer, employee, trustee, beneficiary or other representative of Owner. Any and all personal liability, if any, beyond that which may be asserted against Owner is expressly waived and released by Contractor and by all persons or entities claiming by, through and under Contractor.

§ 13.7 Interpretation

The Contract Documents have been carefully reviewed and negotiated by both parties at arm's length and they shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel. Paragraph headings are for convenience only and shall not be a part of the Contract Documents or considered in their interpretation. The Exhibits attached hereto are made a part hereof.

§ 13.8 Waiver, Amendment, and Extension

No waiver, amendment, extension, or variation in the terms of the Contract Documents shall be valid against a party unless in writing and signed by such party and then only to the extent specifically set forth in the writing. No failure or delay on the part of a party in exercising any right, power or privilege under the Contract Documents, nor any course of dealing between the parties, will waive, amend or vary the terms of the Contract Documents.

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§ 13.9 Relationship
Contractor at all times is acting as an independent contractor under the Contract Documents. Nothing in the Contract Documents is intended or shall be construed as creating any other relationship or designating Contractor as an agent for or joint venturer with Owner.

§ 13.10 Severability
If any clause or provision of the Contract Documents is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of the Contract Documents shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of the Contract Documents a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

§ 13.11 Counterparts
This Contract may be executed in counterparts, a complete set of which shall be considered an original.

§ 13.12 Survival
If the full performance of an obligation is not required prior to the termination of this Contract, such obligation shall survive the termination and be fully enforceable thereafter.

§ 13.13 Construction Lender Requirements
§ 13.13.1 This Agreement may be amended in any respect, including without limitations procedures for payment, assignment, change orders, lien releases, and termination, as may be reasonably required by any construction or permanent lender who may from time to time have a mortgage or deed of trust on the jobsite or have outstanding a loan commitment on the jobsite upon agreement by the Contractor, such agreement to not unreasonably be withheld. Contractor also agrees to timely provide any such lender with any documents and information it reasonably requires within the limits afforded the Owner in this Agreement. The Contractor shall make every reasonable effort to conform its documentation in support of progress payments to the requirements of the lender under the construction loan agreement. If requested by the Owner, Contractor agrees to (a) execute a "Contractor's Letter of Consent of Assignment," and (b) provide to the construction lender such certificates or such other reasonable documents relating to the completion of the Work in compliance with applicable codes, ordinances, rules and regulations, in such form as may be required by the Owner's lender.

§ 13.13.2 It is understood that the Site may be subject to the terms and conditions of a loan agreement between the future owners and their lender, however, nothing therein shall reduce the Owner's obligations in strict accordance with the Contract requirements, or appreciably change the terms and conditions of payment under this Agreement.

§ 13.13.3 Contractor hereby subordinates all contractual and statutory liens and security interests (whether choate or inchoate) which Contractor may be (or may become) entitled to assert against the Property to all of the liens and security interests securing any financing obtained by any future owner of the Project or Property(ies), and Contractor fully and completely waives any and all rights that the Contractor may have, now or in the future, to claim, directly or indirectly, a priority of lien or security interest, in whole or in part, against or in the Property over any assignments, liens and security interests that Owner's or any future owner's lender may claim against the Property under the lender's applicable security instruments (including any future amendments thereto). This subordination shall be self-operative, and no further instrument of subordination shall be required. However, in further confirmation of such subordination, Contractor shall promptly, upon the request of Owner or a future owner's lender(s), execute, acknowledge and deliver such additional instruments as may be reasonably required to confirm such subordination. Contractor shall obtain subordination of lien rights in substantially the same form (as herein) from each of its Subcontractors.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the entire Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Certificate for Payment has not been timely issued after receipt of all information required in the Contract Documents and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not, with an additional 15 day period follow receipt of written notice to cure by Contractor, made payment on the undisputed amount of the Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon fourteen (14) days' prior written notice or longer period to the extent required by Owner's lender (as applicable) to the Owner, Owner's lender, and Owner's Representative, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit on such Work, and costs incurred by reason of such termination. In no event shall the total amount of the costs recovered exceed the balance due of the Stipulated Contract Sum or Guaranteed Maximum Price, including any revisions by Change Order, and the Contractor shall not be entitled to payment for overhead, profit or Fee on unperformed Work.

§ 14.1.4 If the entire Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Owner's Representative, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, including failure to comply with the TERO Code;

.4 otherwise is guilty of substantial or material breach of a provision of the Contract Documents;

.5 refuses to comply with requests to cure from the Owner or Owner's Representative;

.6 is adjudged bankrupt or insolvent or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law;

.7 fails to timely provide a recovery Schedule when requested by the Owner; or

.8 for any other reason provided for under the Contract Documents.

§ 14.2.2 For any of the reasons described in Section 14.2.1 Owner may, upon seven (7) days' notice to Contractor and Contractor's surety, if any, and without prejudice to any other rights or remedies of the Owner, terminate employment of the Contractor and may:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned or rented by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If the Contractor has secured a surety bond and such surety elects to complete the Project, it shall notify Owner of such election within 14 days. The surety's failure to provide such election within this time period shall entitle the

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Owner to proceed as set forth in this Section 14.2.2 and pursue a direct claim against the Contractor's surety for all costs incurred by Owner after the 14-day period.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. If a court of competent jurisdiction determines that Owner did not have justification to terminate this Agreement for cause under this Section 14.2, any termination by the Owner shall be treated as a termination for convenience subject to Section 14.4.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation for payment and the amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include Fee. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs actually incurred by reason of such termination. In no event shall the total amount of the costs recovered exceed the balance due of the Stipulated Contract Sum or Guaranteed Maximum Price, including any revisions by Changer Order, nor shall Contractor be entitled to payment for overhead, profit or Fee on unperformed Work, nor any shared savings or early completion bonus (if any). Termination of this Agreement under this Section 14.4.1 shall not relieve the Contractor for Work performed prior to the date of termination, including any warranty obligations associated with such Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract or the Work. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract, including any disagreements with any direction provided by Owner or Owner's Representative. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose or assess liquidated damages or to withhold payment in accordance with the Contract Documents.

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§ 15.1.2 Notice of Claims / Exhaustion of Administrative Remedies

In the event that the Contractor believes it has a Claim against Owner for additional compensation, additional time or some other remedy arising out of or in connection with the Contract, the Work or the actions or omissions of Owner (or the parties for whom Owner is responsible), Contractor shall give notice to Owner of such Claim within fourteen (14) days of when the Contractor first knew or reasonably should have known, of the event, or condition, action, or inaction giving rise to the apparent Claim ("Notice of Claim"). The Notice of Claim shall describe the impact of the Claim in reasonable detail including at a minimum: (1) a description of the date and time of the event giving rise to the request for an adjustment or interpretation of Contract terms, payment of money, an extension of time, or other relief with respect to the terms of the Contract; (2) a statement to the nature of the impacts to the Contractor and its Subcontractors, if any; (3) the amount of the adjustment or an estimate thereof in Contract Sum and/or Contract Time, if any, sought by the Contractor; (4) the contractual provisions on which the Claim is based; and (5) if the Claim includes any pass-through of claims and/or damages incurred, to be incurred, or alleged to be incurred by a Subcontractor or Supplier of any tier such that the Contractor is sponsoring the pass-through claim or damage, the Contractor shall certify that it has performed due diligence on the validity of Subcontractor's or Supplier's claim and that the amount requested by the Subcontractor or Supplier has appropriate supporting documentation and that there is good ground under the Contract Documents to support its claim against the Owner. The Contractor shall provide the following certification on any Claim over $100,000: "I certify that the Claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes QIN is liable; and that I am duly authorized to certify the Claim on behalf of the Contractor." The certification shall be executed by an officer or partner of the Contractor with proper authority. Failure to provide a Notice of Claim within this fourteen (14) day period and in strict compliance with this Section, including all of the information required herein shall constitute an absolute and complete waiver, bar, and release of such Claim. In any event, payment for Claims for additional compensation that are not waived shall not exceed those Costs allowed under this Agreement.

§ 15.1.3 Audit of Claims

All claims made against the Owner by Contractor shall be subject to audit at any time following the receipt of the Notice of Claim. Failure of the Contractor, Subcontractors, or sub-tier subcontractors to maintain and retain sufficient records to allow the auditor to verify all or a portion of the Claim or to permit the auditor to timely access to the books and records of the Contractor, Subcontractors, or sub-tier subcontractors shall constitute an absolute waiver of the Claim and shall bar any recovery thereunder.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, a Notice of Claim as provided in Section 15.1.2 must be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, a Notice of Claim as provided in Section 15.1.2 must be given. In addition to the information required in Section 15.1.2, a Notice of Claim for an increase in the Contract Time shall also set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay, the usage of any Project Schedule Float as of the date of the Notice of Claim, and shall contain a complete time impact analysis based upon a fragmentary CPM analysis (Fragnet) illustrating how Contractor proposes to incorporate the change or alleged delay into the current updated Construction Schedule. Within 14 days of providing the Notice of Claim, the Contractor shall provide such additional supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. Failure to provide this additional information within 14 days shall result in an absolute bar, release, and waiver of the Claim.

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§ 15.1.6.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the numbers of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6.3 Requests for extension of construction time due to Unusually Severe Weather Conditions shall include the monthly issue of "Local Climatological Data" for the months involved plus the "Normals, Means and Extremes" table from the latest "Annual Summary of Local Climatological" published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Climatic Data Center for the station closest to the Project Site. No such Claim shall be valid unless so made. No Schedule Float shall be used without Owner's prior approval. Unless prescribed in the Owner or otherwise agreed upon by the Owner and Contractor, the "Normals, Means and Extremes" table will be the basis for determining the number of adverse weather days in excess of the total number of days prescribed by the Owner or otherwise agreed upon by the Owner and Contractor or, if not prescribed by the Owner or otherwise agreed upon, in excess of normally expected lost time; provided, however, if the Owner determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and request for extension of time shall be denied.

§ 15.1.6.4 If Unusual Severe Weather Conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.2 Meet and Confer

§ 15.2.1 Any dispute between the Contractor and the Owner arising at any time during or after to construction of the Project shall be resolved, if possible, by negotiations between a principal or owner or member on behalf of the Contractor and the Owner. The meet and confer requirement is a condition precedent to Contractor initiating any litigation for any Claim related to or arising out of this Agreement or the Work.

§ 15.2.2 If the officers designated above are unable to resolve the dispute within sixty (60) days after submission to them, either party may file for mediation in accordance with Section 15.3 below.

§ 15.2.3 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Judicial Arbitration and Mediation Services' (JAMS) Mediation procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in accordance with applicable law.

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Exhibit H

South Sound Geotechnical Consulting

August 28, 2017

Kaul Design Associates, LLC
32808 - 4th Avenue SW
Federal Way, WA 98023

Attention: Mr. Brian Kaul, P.E.

Subject: Supplemental Geotechnical Engineering Report
Village of Taholah Relocation – Northeast Lots, Water Tank, Energy Park
Quinault Indian Nation, Washington
SSGC Project No. 14025

Dear Mr. Kaul:

South Sound Geotechnical Consulting (SSGC) has completed supplemental geotechnical engineering evaluations for the Taholah Upper Village Relocation at the Quinault Indian Nation. Our services have been completed in general conformance with our proposal P17037 (dated June 8, 2017). Our scope of services included completing seven (7) test pits, three (3) borings, laboratory testing, engineering analyses, and preparation of this report.

PROJECT INFORMATION

The Taholah relocation project has been expanded to include additional residential lots in the northeastern portion of the site, as well as a new energy park and water storage tank in the central-eastern portion, east of the proposed new school. SSGC has completed preliminary geotechnical evaluations for the Relocation Area, primarily to the south of Kla Ook Wa Drive. The northern portion of the added residential area borders a steep north-facing slope above the Quinault River. We understand planned development in the energy park will include structures with heavier foundation loads.

SURFACE CONDITIONS

Northeast Residential Lots: This area is on generally level ground that has recently been logged. Slash piles were present during our subsurface evaluation in this portion of the site. Overall ground surface slopes gently to the north and east with elevation changes on the order of 5 (+/-) feet. The northern boundary abuts a steep north-facing slope above the Quinault River. Surface elevation along the top of the slope is about 135 feet based on topographic information provided to us.

Energy Park and Water Tank: These sites are also on level ground in the higher (southern) portion of the relocation area. This area is heavily vegetated with young alder and evergreen trees, and brush.

SUBSURFACE CONDITIONS

Seven test pits were completed on June 27, 2017 with six of the test pits in the northeast residential development area and one near the energy park. Three borings were completed on July 13, 2017. Two of the borings were located along the northern slope above the Quinault River, with one boring near the planned water tank site in the higher elevated southern portion of the relocation area. Approximate locations of the test pits and borings are shown on Figure 1 – Exploration Plan.

Soil Conditions

Northeastern Lots: The surface at the test pit locations consisted of various thicknesses of logging slash and forest duff /topsoil. Total thickness of the groundcover and topsoil ranged from about 1 to 1.5 feet in the test pits. Below the topsoil was clayey silt/clayey silt to silt with variable fine sand and clay. These soils were typically in a soft to medium stiff condition and light brown to buff colored. This silt extended to depths between about 3 to 5 feet at the test pit locations. In a couple of the test pits this soil graded to a very stiff condition and gray.

Below the upper fine grained (silt and clay) soils was sandy gravel to gravelly sand. These granular soils were in a medium dense to very dense condition and extended to depths of the 10.5 to 18 feet in the test pits. This soil extended to the bottom of most of the test pits and to depths of about 23 and 42 feet in borings B-1 and B-2, respectively. Silty sand to sand with silt was observed below the gravel/sand in test pits TP-1B starting at a depth of about 10.5 feet, and in the borings at the depths described above. This soil was dense to very dense and continued to the bottom of the test pit TP-1B at 18 feet. It continued to the bottom of boring B-1 at about 61.5 feet, and boring B-2 at 46.5 feet.

Energy Park and Water Tank: Test pit TP-5B was located in the energy park area, with boring B-3 closest to the water tank location. Similar soils were observed in these explorations as observed in the test pits completed in our July 2014 Phase I report for the Upper Taholah Relocation Village. Below the topsoil duff layer (about 1.5 feet thick) was clayey silt that extended to about 3.5 to 4 feet. Dense to very dense gravelly sand/sandy gravel extended to the bottom of test pit TP-5B (11 feet) and boring B-3 (26.5 feet). Approximately 2 foot thick layers of very dense sand with silt were observed interbedded in the coarser sand and gravel in test pit TP-5B and boring B-3.

Groundwater Conditions

Groundwater seepage was only observed in test pit TP-7B at about 6.5 feet at the time of excavation of June 27, 2017. This test pit was located closest to the wetland area on the south side of Kla Ook Wa Drive. Groundwater was not observed in the remaining test pits at the time of excavation, or in boring B-3 on July 13, 2017.

Groundwater was observed in borings B-1 and B-2 at a depth of about 44 feet at the time of drilling. This water is considered the permanent groundwater table. It rose to a level of about 23 feet in boring B-1 following completion of drilling. The rise in groundwater level suggests a hydraulic head to the groundwater table likely due to elevated ground surface levels to the south.

Seasonal perched groundwater can occur due to seasonal precipitation patterns and with on- and off-site drainage impacts.

GEOTECHNICAL DESIGN CONSIDERATIONS

The supplemental areas explored during this phase of assessment appear suitable for the planned improvements. Firm native silt and granular soils can provide suitable support for residential structures and roads. Heavier loaded energy park buildings and the water tower should be supported on the dense sand and gravel below the upper silt soil.

The slope along the northern portion of the northeast residential area is considered susceptible to movement (landslides) during a design level earthquake. Although the soils observed in the borings were typically in a dense to very dense condition to the depths explored, the presence of the groundwater table with a hydrostatic head significantly compromise the overall stability of the slope during a seismic event. We recommend no permanent structures are located within 75 feet of the top of the slope.

General Site Preparation

Site grading and earthwork should include procedures to control surface water runoff. Grading the site without adequate drainage control measures may negatively impact site soils, resulting in increased export of impacted soil and import of fill materials, thereby potentially increasing the cost of the earthwork and subgrade preparation phases of the project.

Site grading should include removal (stripping) of topsoil and any fill encountered, or very loose or soft soils in building and pavement areas. Subgrades should consist of firm, undisturbed native soils following stripping.

General Subgrade Preparation

Subgrades in building and pavement areas should consist of firm, undisturbed native soil. We recommend exposed subgrades in building and pavement areas are proofrolled using a large roller, loaded dump truck, or other mechanical equipment to assess subgrade conditions following stripping. Proofrolling efforts should result in the upper 1 foot of subgrade soils in building and conventional pavement areas achieving a compaction level of at least 95 percent of the maximum dry density (MDD) per the ASTM D1557 test method. Wet, loose, or soft subgrades that cannot achieve this compaction level should be removed (over-excavated) and replaced with structural fill. The depth of over-excavation

should be based on soil conditions at the time of construction. A representative of SSGC should be present to assess subgrade conditions during proofrolling.

Grading and Drainage

Positive drainage should be provided during construction and maintained throughout the life of the development. Surface water should not be allowed into cut or fill areas, utility trenches, building footprints, and pavement areas.

Structural Fill Materials

The suitability of soil for use as structural fill will depend on the gradation and moisture content of the soil when it is placed. Soils with higher fines content (soil fraction passing the U.S. No. 200 sieve) will become sensitive with higher moisture content. It is often difficult to achieve adequate compaction if soil moisture is outside of optimum ranges for soils that contain more than about 5 percent fines.

Site Soils: Topsoil is not considered suitable as structural fill. Native silt soils are considered moisture sensitive and will be difficult to use as structural fill. Native sand and gravel should be suitable for use as structural fill provided it can be moisture conditioned to within optimal ranges. Optimum moisture is considered within about +/- 2 percent of the moisture content required to achieve the maximum density per the ASTM D-1557 test method. If moisture content is higher or lower than optimum, soils would need to be dried or wetted prior to placement as structural fill. It should be noted that soils with higher fines contents may be problematic to properly moisture condition (dry) and use as structural fill.

Import Fill Materials: We recommend import structural fill placed during dry weather periods consist of material which meets the specifications for *Gravel Borrow* as described in Section 9-03.14(1) of the 2016 Washington State Department of Transportation (WSDOT) Specifications for Road, Bridge, and Municipal Construction (Publication M 41-10). Gravel Borrow should be protected from disturbance if exposed to wet conditions after placement.

During wet weather, or for backfill on wet subgrades, import soil suitable for compaction in wetter conditions should be provided. Imported fill for use in wet conditions should generally conform to specifications for *Select Borrow* as described in Section 9-03.14(2), or *Crushed Surfacing* per Section 9-03.9(3) of the 2016 WSDOT M-41 manual, with the modification that a maximum of 5 percent by weight shall pass the U.S. No. 200 sieve for these soil types.

Structural fill placement and compaction is weather-dependent. Delays due to inclement weather are common, even when using select granular fill. We recommend site grading and earthwork be scheduled for the drier months of the year. Structural fill should not consist of frozen material.

Structural Fill Placement

We recommend structural fill is placed in lifts not exceeding about 10 inches in loose measure. It may be necessary to adjust lift thickness based on site and fill conditions during placement and compaction. Finer grained soil used as structural fill and/or lighter weight compaction equipment may require significantly thinner lifts to attain required compaction levels. Granular soil with lower fines contents could potentially be placed in thicker lifts if they can be adequately compacted. Structural fill should be compacted to attain the recommended levels presented in Table 1, Compaction Criteria.

Table 1. Compaction Criteria

Fill Application	Compaction Criteria*
Footing areas	95 %
Upper 2 feet in pavement areas, slabs and sidewalks, and utility trenches	95 %
Below 2 feet in pavement areas, slabs and sidewalks, and utility trenches	92 %
Utility trenches or general fill in non-paved or -building areas	90 %

*Per the ASTM D 1557 test method.

Trench backfill within about 2 feet of utility lines should not be over-compacted to reduce the risk of damage to the line. In some instances the top of the utility line may be within 2 feet of the surface. Backfill in these circumstances should be compacted to a firm and unyielding condition.

We recommend fill procedures include maintaining grades that promote drainage and do not allow ponding of water within the fill area. The contractor should protect compacted fill subgrades from disturbance during wet weather. In the event of rain during structural fill placement, the exposed fill surface should be allowed to dry prior to placement of additional fill. Alternatively, the wet soil can be removed. We recommend consideration is given to protecting haul routes and other high traffic areas with free-draining granular fill material (i.e. sand and gravel containing less than 5 percent fines) or quarry spalls to reduce the potential for disturbance to the subgrade during inclement weather.

Earthwork Procedures

Conventional earthmoving equipment should be suitable for earthwork at this site. Earthwork may be difficult during periods of wet weather or if elevated soil moisture is present, especially in areas where the upper silt is present. Excavated site soils may not be suitable as structural fill depending on the soil moisture content and weather conditions at the time of earthwork. If soils are stockpiled and wet weather is anticipated, the stockpile should be protected with securely anchored plastic sheeting. If stockpiled soils become wet and unusable, it will become necessary to import clean, granular soils to complete wet weather site work.

Wet or disturbed subgrade soils should be over-excavated to expose firm, non-yielding, non-organic soils and backfilled with compacted structural fill. We recommend the earthwork portion of this project be completed during extended periods of dry weather. If earthwork is completed during the wet season (typically late October through May) it may be necessary to take extra measures to protect subgrade soils.

If earthwork takes place during freezing conditions, we recommend the exposed subgrade be allowed to thaw and be re-compacted prior to placing subsequent lifts of structural fill. Alternatively, the frozen soil can be removed to unfrozen soil and replaced with structural fill.

The contractor is responsible for designing and constructing stable, temporary excavations (including utility trenches) as required to maintain stability of excavation sides and bottoms. Excavations should be sloped or shored in the interest of safety following local and federal regulations, including current OSHA excavation and trench safety standards. Temporary excavation cuts should be sloped at inclinations of 1.5H:1V (Horizontal:Vertical) or flatter, unless the contractor can demonstrate the safety of steeper cut slopes.

A qualified geotechnical engineer and materials testing firm should be retained during the construction phase of the project to observe earthwork operations and to perform necessary tests and observations during subgrade preparation, placement and compaction of structural fill, and backfilling of excavations.

Foundations

Residential foundations can be placed on stiff native silt or granular subgrade soils or on a zone of structural fill above prepared subgrades as described in this report. We recommend heavier loaded structures in the energy park area and the water tank are founded on the dense sand and gravel. The following recommendations are for conventional spread footing foundations:

Bearing Capacity (net allowable):	1,500 pounds per square foot (psf) for footings supported on firm native silt soils or structural fill over native subgrades prepared as described in this report. 3,500 psf for footings supported on dense sand and gravel subgrades prepared as described in this report.
Footing Width (Minimum):	18 inches (Strip) 24 inches (Column)
Embedment Depth (Minimum):	18 inches (Exterior) 12 inches (Interior)
Settlement:	Total: < 1 inch Differential: < 1/2 inch (over 30 feet)

Allowable Lateral Passive Resistance:	300 psf/ft* (below 12 inches – silt subgrade) 350 psf/ft* (below 12 inches – sand and gravel)
Allowable Coefficient of Friction:	0.35* (Silt Subgrades) 0.40* (Sand and Gravel Subgrades)

*These values include a factor of safety of approximately 1.5.

The net allowable bearing pressures presented above may be increased by one-third to resist transient, dynamic loads such as wind or seismic forces. Lateral resistance to footings should be ignored in the upper 12-inches from exterior finish grade unless restricted.

Foundation Construction Considerations

All foundation subgrades should be free of water and loose soil prior to placing concrete, and should be prepared as recommended in this report. Concrete should be placed soon after excavating and compaction to reduce disturbance to bearing soils. Should soils at foundation level become excessively dry, disturbed, saturated, or frozen, the affected soil should be removed prior to placing concrete. We recommend SSGC observe all foundation subgrades prior to placement of concrete.

Foundation Drainage

Ground surface adjacent foundations should be sloped away to facilitate drainage. We recommend footing drains are installed around perimeter footings. Footing drains should include a minimum 4-inch diameter perforated rigid plastic or metal drain line installed at the base of the footing. The perforated drain lines should be connected to a tight line pipe that discharges to an approved storm drain receptor. The drain line should be surrounded by a zone of clean, free-draining granular material having less than 5 percent passing the No. 200 sieve or meeting the requirements of section 9-03.12(2) "Gravel Backfill for Walls" in the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction manual (M41-10). The free-draining aggregate zone should be at least 12 inches wide and wrapped in filter fabric. The granular fill should extend to within 6 inches of final grade where it should be capped with compacted fill containing sufficient fines to reduce infiltration of surface water into the footing drains. Alternately, the ground surface can be paved with asphalt or concrete. Cleanouts are recommended for maintenance of the drain system.

On-Grade Floor Slabs

On-grade floor slabs should be placed on native soils or structural fill prepared as described in this report. We recommend a modulus subgrade reaction of 175 pounds per square inch per inch (psi/in) for native silt subgrades, and 225 psi/in for dense sand and gravel subgrades.

We recommend a capillary break is provided between the prepared subgrade and bottom of slab. Capillary break material should be a minimum of 4 inches thick and consist of compacted clean, free-draining, well graded course sand and gravel. The capillary break material should contain less than 5

percent fines, based on that soil fraction passing the U.S. No. 4 sieve. Alternatively, a clean angular gravel such as No. 7 aggregate per Section 9-03.1(4) C of the 2016 WSDOT (M41-10) manual could be used for this purpose.

We recommend positive separations and/or isolation joints are provided between slabs and foundations, and columns or utility lines to allow independent movement where needed. Backfill in interior trenches beneath slabs should be compacted in accordance with recommendations presented in this report.

A vapor retarder should be considered beneath concrete slabs that will be covered with moisture sensitive or impervious coverings (such as tile, wood, etc.), or when the slab will support equipment or stored materials sensitive to moisture. We recommend the slab designer refer to ACI 302 and/or ACI 360 for procedures and limitations regarding the use and placement of vapor retarders.

Seismic Considerations

Seismic parameters and values in Table 2 are recommended based on the 2015 International Building Code (IBC).

Table 2 Seismic Parameters

PARAMETER	VALUE
2015 International Building Code (IBC) Site Classification[1]	C
S_s Spectral Acceleration for a Short Period	1.479
S_1 Spectral Acceleration for a 1-Second Period	0.738g
F_a Site Coefficient for a Short Period	1.00
F_v Site Coefficient for a 1-Second Period	1.30

[1] Note: In general accordance with *2015 International Building Code*, Section 1613.3.1 for risk categories I,II,III. IBC Site Class is based on the specified characteristics of the upper 100 feet of the subsurface profile. S_s, S_1, F_a, and F_v values based on the USGS US Seismic Design Maps website using referenced site latitude and longitude.

Liquefaction

Soil liquefaction is a condition where loose, typically granular soils located below the groundwater surface lose strength during ground shaking, and is often associated with earthquakes. Native soils at fairly shallow depths consist of dense to very dense granular soil. The depth to groundwater is on the order of 40 feet. The risk of liquefaction at this site is considered low for the design level earthquake.

Infiltration Characteristics

SSGC completed a Pilot Infiltration Tests (PIT) in the southern portion of the relocation site in June 2016 (report dated June17, 2016). This test was performed at a depth of about 20 feet in the sand and gravel soil. A field infiltration rate on the order of 12 inches per hour (in/hr) was assessed from the test. Previous infiltration tests completed in February 2016 in shallower soils demonstrated much lower infiltration rates.

Sand and gravel soils observed at depth in the test pits completed for this supplemental evaluation appeared similar to soils tested in 2016. Typically, the upper portion of the sand and gravel is cemented which adversely impacts infiltration. We would expect similar infiltration rates for granular soils at depth in the northeastern residential development area. However, dense to very dense silty sand was observed in several of the test pits and borings in the northern portion of the northeastern residential area (TP-1B, B-1 and B-2) at depths on the order of about 10 to 23 feet. Due to the finer grained nature and overall dense condition of this soil, it is not considered suitable for infiltration. Additionally, some groundwater seepage was observed in test pit TP-7B (closest to the wetland area north of Kla Ook Wa Drive) at a depth of about 6 feet. The presence of shallow perched groundwater may impact infiltration facilities. We recommend potential infiltration facilities are located in the southeastern portion of the lower northeastern residential area.

Conventional Pavement Sections

Subgrades for conventional pavement areas should be prepared as described in the "*Subgrade Preparation*" section of this report. We recommend pavement subgrades consist of the dense to very dense native sand and gravel. Pavements supported on the upper silt and clay may require over-excavation and replacement with granular structural fill or soil improvement methods such as separation fabrics and/or geogrids. Subgrades below pavement sections should be graded or crowned to promote drainage and not allow for ponding of water beneath the section. If drainage is not provided and ponding occurs, the subgrade soils could become saturated, lose strength, and result in premature distress to the pavement. In addition, the pavement surfacing should also be graded to promote drainage and reduce the potential for ponding of water on the pavement surface.

Minimum recommended pavement sections for conventional pavements are presented in Table 3. Pavement sections in public right-of-ways should conform to local requirements for the road designation.

Table 3. Preliminary Pavement Sections

Traffic Area	Minimum Recommended Pavement Section Thickness (inches)			
	Asphalt Concrete Surface[1]	Portland Cement Concrete[2]	Aggregate Base Course[3,4]	Subbase Aggregate[5]
Light Duty Drives and Parking Areas	2.5	-	4	8
Heavy Duty Truck Routes	4	-	6	12

[1] 1/2 –inch nominal aggregate hot-mix asphalt (HMA) per WSDOT 9-03.8(1)

[2] A 28 day minimum compressive strength of 4,000 psi and an allowable flexural strength of at least 250 psi

[3] Crushed Surfacing Base Course per WSDOT 9-03.9(3)

[4] Although not required for structural support under concrete pavements, a minimum four-inch thick base course layer is recommended to help reduce potentials for slab curl, shrinkage cracking, and subgrade "pumping" through joints

[5] Gravel Borrow per WSDOT 9-03.14(1) or Crushed Surfacing Base Course WSDOT 9-03.9(3)

Conventional Pavement Maintenance

The performance and lifespan of pavements can be significantly impacted by future maintenance. The above pavement sections represent minimum recommended thicknesses and, as such, periodic maintenance should be completed. Proper maintenance will slow the rate of pavement deterioration, and will improve pavement performance and life. Preventative maintenance consists of both localized maintenance (crack and joint sealing and patching) and global maintenance (surface sealing). Added maintenance measures should be anticipated over the lifetime of the pavement section if any existing fill or topsoil is left in-place beneath pavement sections.

REPORT CONDITIONS

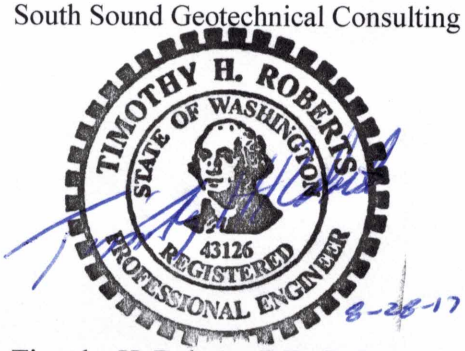
This supplemental report has been prepared for the exclusive use of Kaul Design Associates, LLC and the Quinault Indian Nation for specific application to the project discussed herein. No warranties, either express or implied, are intended or made. The analysis and recommendations presented in this report are based on observed soil conditions and test results at the indicated locations, and from other geologic information discussed. This report does not reflect variations that may occur across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

This report was prepared for the planned type of development of the site as discussed herein. It is not valid for third party entities or alternate types of development on the site without the express written consent of SSGC. If development plans change we should be notified to review those changes and modify our recommendations as necessary.

The scope of services for this project does not include any environmental or biological assessment of the site including identification or prevention of pollutants, hazardous materials, or conditions. Other studies should be completed if the owner is concerned about the potential for contamination or pollution.

Respectfully,

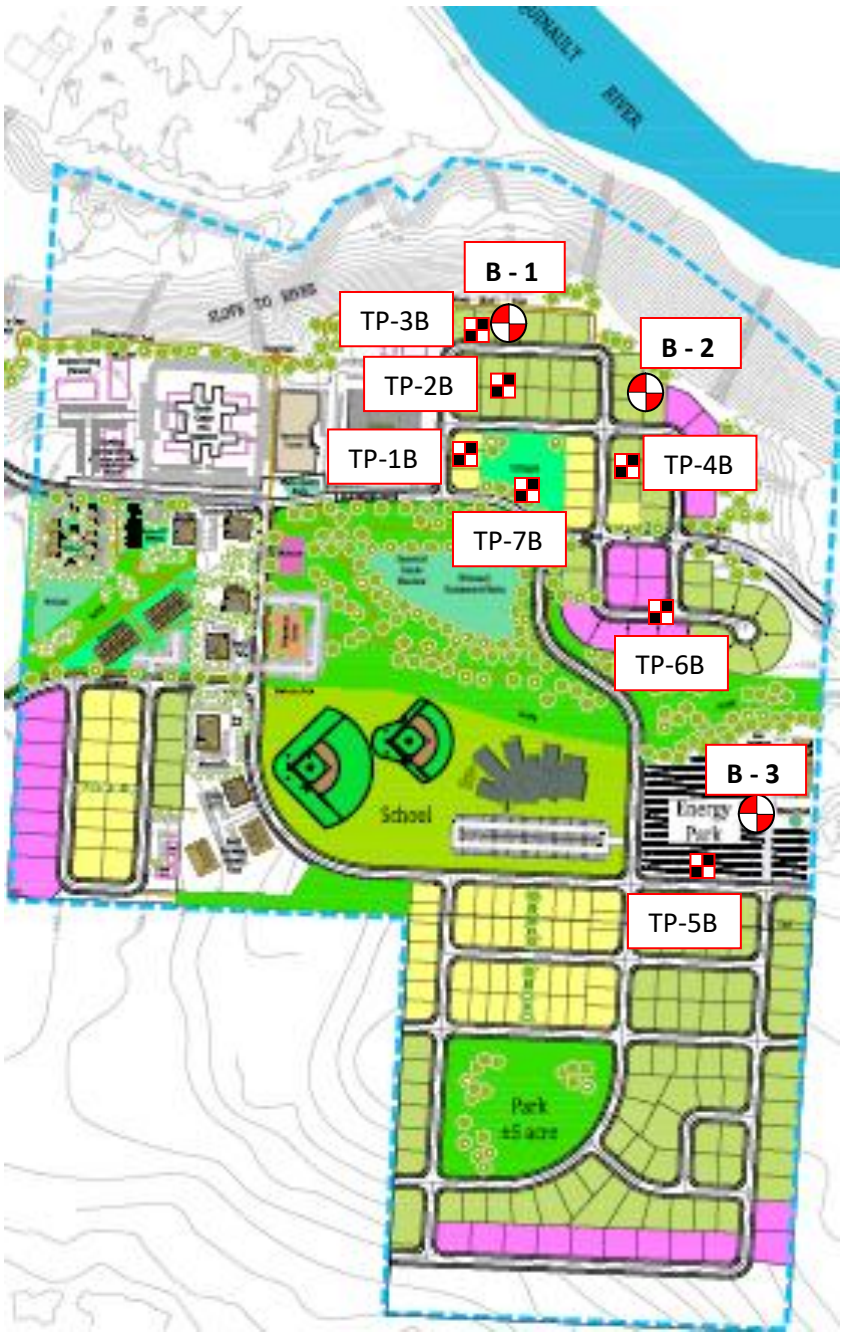
South Sound Geotechnical Consulting



Timothy H. Roberts, P.E., R.G.
Member/Geotechnical Engineer

Attachments: Figure 1 – Exploration Plan
Appendix A – Field Exploration Procedures and Exploration Logs
Appendix B – Laboratory Testing and Results
Unified Soil Classification System

N



Legend

B- 1

Approximate Boring Location

TP- 1B

Approximate Test Pit Location

Base map from "Conceptual Lotting Layout" drawing provided by client, dated October 2016.

No scale

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Figure 1 – Exploration Plan

Northeastern Lots, Energy Park and Water Tank
Taholah, WA

SSGC Project #14025

Appendix A

Field Exploration Procedures and Exploration Logs

Field Exploration Procedures

Our field exploration for this project included seven test pits completed on June 27, 2017 and three borings on July 13, 2017. The approximate locations of the explorations are shown on Figure 1, Exploration Plan. The exploration locations were determined by pacing from site features. Ground surface elevations referenced on the logs were inferred from Google Satellite imagery. Exploration locations and elevations should be considered accurate only to the degree implied by the means and methods used.

A private excavation company subcontracted to SSGC dug the test pits. Borings were drilled by a subcontracted drilling company. Soil samples were collected and stored in moisture tight containers for further assessment and laboratory testing. Test pits were backfilled with excavated soils and tamped when completed. Please note that backfill in the explorations will likely settle with time. Backfill material located in building areas should be re-excavated and recompacted, or replaced with structural fill. The drilling contractor was responsible for backfilling the borings in conformance with Washington State Department of Ecology regulations.

The following logs indicate the observed lithology of soils and other materials observed in the explorations at the time of excavation. Where a soil contact was observed to be gradational, our log indicates the average contact depth. Our logs also indicate the approximate depth to groundwater (where observed at the time of excavation), along with sample numbers and approximate sample depths. Soil descriptions on the logs are based on the Unified Soil Classification System.

Test Pit TP-1B

Depth (feet)	Material Description
0 - 1	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1 – 4	Clayey SILT: Soft to medium stiff, moist, light brown/buff.
4 – 10.5	Gravelly SAND/Sandy GRAVEL with some silt: Dense, moist, mottled orange-brown.
10.5 – 17	Silty fine SAND: Very dense, moist, gray. (Sample S-1)

Test pit completed at approximately 17 feet on 6/27/17.
No groundwater observed at time of excavation.
No caving observed at time of excavation.
Approximate surface elevation: 135 feet

Test Pit TP-2B

Depth (feet)	Material Description
0 – 1	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1 – 4.5	Clayey SILT: Medium stiff, moist, light brown/buff.
4.5 – 18	Gravelly SAND/Sandy GRAVEL with some silt: Medium dense to dense, moist, gray/brown.

Test pit completed at approximately 18 feet on 6/27/17.
No groundwater observed at time of excavation.
No caving observed at time of excavation.
Approximate surface elevation: 135 feet

Test Pit TP-3B

Depth (feet)	Material Description
0 – 1	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1 – 3	Fine sandy SILT: Loose, moist, orange brown.
3 – 11	Gravelly SAND/Sandy GRAVEL with some silt, clay and cobbles: Dense, moist, brown/gray.
	Test pit completed at approximately 11 feet on 6/27/17. No groundwater observed at time of excavation. No caving observed at time of excavation. Approximate surface elevation: 135 feet

Test Pit TP-4B

Depth (feet)	Material Description
0 – 1.5	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1.5 – 2.5	Fine sandy SILT with some clay: Soft to medium stiff, moist, brown.
2.5 – 5	Clayey SILT: Soft to medium stiff, moist, light brown.
5 – 16	Gravelly SAND/Sandy GRAVEL with trace to some silt and cobbles: Medium dense to dense, moist, brown/gray.
	Test pit completed at approximately 16 feet on 6/27/17. No groundwater observed at time of excavation. No caving observed at time of excavation. Approximate surface elevation: 135 feet

Test Pit TP-5B

Depth (feet)	Material Description
0 – 1.5	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1.5 – 3.5	Clayey SILT with some fine sand: Medium stiff, moist, light brown/buff. (Sample S-1)
3.5 – 6	Gravelly SAND/Sandy GRAVEL with some silt and clay: Dense to very dense, moist, gray-brown.
6 – 8	Silty fine SAND: Dense, moist, gray.
8 - 11	SAND with gravel and some silt: Dense, moist, gray.

Test pit completed at approximately 11 feet on 6/27/17.
No groundwater observed at time of excavation.
No caving observed at time of excavation.
Approximate surface elevation: 160 feet

Test Pit TP-6B

Depth (feet)	Material Description
0 – 1	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1 – 4	Clayey SILT: Soft to medium stiff, moist, light brown.
4 – 8	Sandy GRAVEL with cobbles and trace silt: Dense, moist, gray-brown.
8 - 15	Gravelly SAND with trace silt and cobbles: Medium dense, moist, gray.

Test pit completed at approximately 15 feet on 6/27/17.
No groundwater observed at time of excavation.
No caving observed at time of excavation.
Approximate surface elevation: 135 feet

Test Pit TP-7B

Depth (feet)	Material Description
0 – 1	**Forest Duff/Topsoil:** Sandy SILT with organics and roots: Loose, moist, dark brown.
1 – 2.5	Clayey SILT: Soft, moist, brown.
2.5 – 3.5	Clayey SILT: Stiff to very stiff, moist, laminated gray and brown.
3.5 – 13	Sandy GRAVEL with trace to some silt and cobbles: Dense to very dense, moist, brown-gray. Grades gray at about 5 feet.

Test pit completed at approximately 13 feet on 6/27/17.
Slight seepage observed at 6.5 feet at time of excavation.
No caving observed at time of excavation.
Approximate surface elevation: 135 feet

PROJECT: Tahola Lower Village | **JOB NO.** 14025 | **BORING** B-1 | **PAGE 1 OF** 3

Location: Tahola, WA | **Approximate Elevation:** 130 feet

Depth (ft)	Soil Description	Sample Interval	Sample Number	Ground Water	Penetration Resistance (▲ Standard, △ Other; Blows per foot)	N-values	Testing
	Topsoil/Duff.						
	Clayey SILT/Silty CLAY: Soft to medium stiff, moist, mottled light brown.						
5	**Gravelly SAND with some silt and cobbles**: Dense, moist, grayish brown.		S-1			>50	
	SPT likely overstated due to gravel/cobbles						
	Driller noted less gravel at about 7.5 feet						
10			S-2			10	
15			S-3			15	
20			S-4			39	
	SAND with some silt: Very dense, moist, gray.			Static level at completion			
25							

Penetration Resistance scale: 0 10 20 30 40 50

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- No Recovery
- ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	**BORING LOG**	**Boring B-1**
	Date Drilled: 7/13/17	**Logged By: THR**

PROJECT: Taholah Lower Village | **JOB NO.** 14025 | **BORING** B-1 | **PAGE 2 OF** 3

Location: Taholah, WA | **Approximate Elevation:** 130 feet

Depth (ft)	Soil Description	Sample Interval	Sample Number	Ground Water	Penetration Resistance (▲ Standard, △ Other; Blows per foot: 0 10 20 30 40 50)	N-values	Testing
	SAND with some silt: Very dense, moist, gray.		S-5		>50		
30			S-6		>50		
35			S-7		>50		
40	Grades brown		S-8		>50		
45	**Silty SAND:** Very dense, wet, reddish brown.		S-9	▼ First Encountered	>50		
50							

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- ⊗ No Recovery
- ▼ ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	**BORING LOG**	**Boring B-1**
	Date Drilled: 7/13/17	**Logged By: THR**

PROJECT: Taholah Lower Village | **JOB NO.** 14025 | **BORING** B-1 | **PAGE 3 OF 3**

Location: Taholah, WA | **Approximate Elevation:** 130 feet

Depth (ft)	Soil Description	Sample Type	Sample Number	Ground Water	Penetration Resistance (▲ Standard, △ Other; Blows per foot)	N-values	Testing
	Silty SAND : Very dense, wet, brown.		S-10			>50	
55			S-11			>50	
	Driller noted gravel at about 57 feet						
60			S-12			>50	
	Boring completed at approximately 61.5 feet on 7/13/17. Groundwater observed at about 44 feet at time of drilling. Water level following completion at about 23 feet.						
65							
70							
75							

Penetration Resistance scale: 0 10 20 30 40 50

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- No Recovery
- ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	BORING LOG	Boring B-1
	Date Drilled: 7/13/17	Logged By: THR

PROJECT: Tahola Lower Village | **JOB NO.** 14025 | **BORING** B-2 | **PAGE 1 OF** 2

Location: Tahola, WA | **Approximate Elevation:** 125 feet

Depth (ft)	Soil Description	Sample Interval	Sample Number	Ground Water	Penetration Resistance (▲ Standard, △ Other; Blows per foot)	N-values	Testing
	Topsoil/Duff.						
	Clayey SILT/Silty CLAY: Soft to medium stiff, moist, mottled light brown.						
	Gravelly SAND with some silt and cobbles: Dense, moist, grayish brown.						
5			S-1		▲	48	
	Driller noted silty zone between 6.5 to 9 feet						
10			S-2		▲	42	
	Grades gray						
15			S-3		▲	>50	
20	**SAND with some silt:** Very dense, moist, gray.		S-4		▲	>50	
	Gravelly SAND with some silt and cobbles: Dense, moist, gray.						
25							

Penetration Resistance scale: 0 10 20 30 40 50

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- ⊗ No Recovery
- ▼ ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	BORING LOG	Boring B-2
	Date Drilled: 7/13/17	Logged By: THR

PROJECT: Taholah Lower Village | **JOB NO.** 14025 | **BORING** B-2 | **PAGE 2 OF 2**

Location: Taholah, WA | **Approximate Elevation:** 125 feet

Depth (ft)	Soil Description	Sample Interval	Sample Number	Ground Water	Penetration Resistance (Standard ▲ / Other △; Blows per foot: 0, 10, 20, 30, 40, 50)	N-values	Testing
	Gravelly SAND with some silt and cobbles: Dense, moist, gray.		S-5		▲	27	
30			S-6		▲	29	
35			S-7		▲	37	
			S-8		▲	>50	
40			S-9		▲	>50	
	Fine to medium SAND with some silt: Dense, moist to wet, mottled brown-gray.			▼ ATD			
45			S-10		▲	31	
	Boring completed at approximately 46.5 feet on 7/13/17. Groundwater observed at about 44 feet at time of drilling.						
50							

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- ⊗ No Recovery
- ▼ ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	BORING LOG	Boring B-2
	Date Drilled: 7/13/17	Logged By: THR

PROJECT: Tahola Upper Village Water Tower | **JOB NO.** 14025 | **BORING** B-3 | **PAGE 1 OF 2**

Location: Tahola, WA | **Approximate Elevation:** 160 feet

Depth (ft)	Soil Description	Sample Interval	Sample Number	Ground Water	Penetration Resistance (Standard ▲ / Other △; Blows per foot)	N-values	Testing
	Topsoil/Duff.						
	SILT with some clay and sand: Stiff, moist, gray.		S-1			31	
5	**Gravelly SAND with some silt and cobbles**: Dense to very dense, moist, gray.		S-2			>50	
	Driller noted silty zone between 6.5 to 9 feet		S-3			24	
10	Grades gray		S-4			>50	
15			S-5			44	
20	**SAND with some silt:** Very dense, moist, gray.		S-6			>50	
	Gravelly SAND with some silt and cobbles: Very dense, moist, gray.						
25							

Penetration Resistance scale: 0 10 20 30 40 50

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- No Recovery
- ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	BORING LOG	Boring B-3
	Date Drilled: 7/13/17	Logged By: THR

PROJECT: Taholah Lower Village | **JOB NO.** 14025 | **BORING** B-3 | **PAGE 2 OF 2**

Location: Taholah, WA | **Approximate Elevation:** 160 feet

Depth (ft)	Soil Description	Sample Interval	Sample Number	Ground Water	Penetration Resistance (▲ Standard, △ Other; Blows per foot; 0 10 20 30 40 50)	N-values	Testing
	Gravelly SAND with some silt and cobbles: Very dense, moist, gray.		S-7			>50	
	Boring completed at approximately 26.5 feet on 7/13/17. Groundwater not observed at time of drilling.						
30							
35							
40							
45							
50							

Explanation

- 2-inch O.D. split spoon sample
- 3-inch I.D Shelby tube sample
- No Recovery
- ATD — Groundwater level at time of drilling or date of measurement

Monitoring Well Key

- Clean Sand
- Cuttings
- Bentonite
- Grout
- Screened Casing

0 10 20 30 40 50

Moisture Content

Plastic Limit — Natural — Liquid Limit

South Sound Geotechnical Consulting	BORING LOG	Boring B-3
	Date Drilled: 7/13/17	Logged By: THR

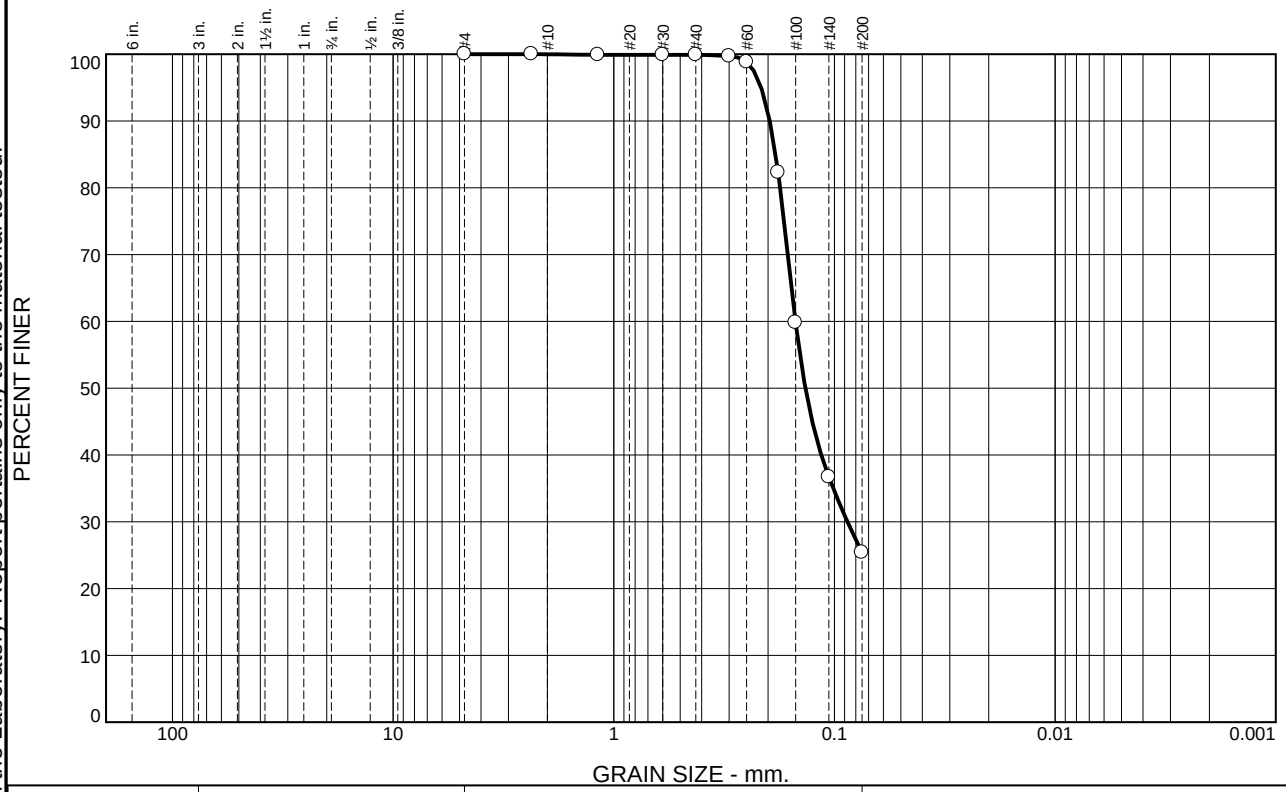
Appendix B

Laboratory Testing and Results

Laboratory Testing

Select soil samples were tested for grain size distribution (gradation) testing. Construction Testing Laboratories (CTL) of Puyallup, Washington completed the gradation testing. Results of the laboratory tests are included in this appendix.

Particle Size Distribution Report ASTM C-117,C136



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0	0	0	0	0	75	25	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100		
#8	100		
#16	100		
#30	100		
#40	100		
#50	100		
#60	99		
#80	82		
#100	60		
#140	37		
#200	25		

* (no specification provided)

Material Description

Grab Sample, S-5

Atterberg Limits

PL= LL= PI=

Classification

USCS= AASHTO=

Remarks

Report: #01

Sampled by: Client

Source of Sample: B-1
Sample Number: 17-672

Date: 07-13-17

Construction Testing Laboratories
400 Valley Ave. NE, Suite #102
Puyallup WA, 98372 Tel. (253) 383-8778

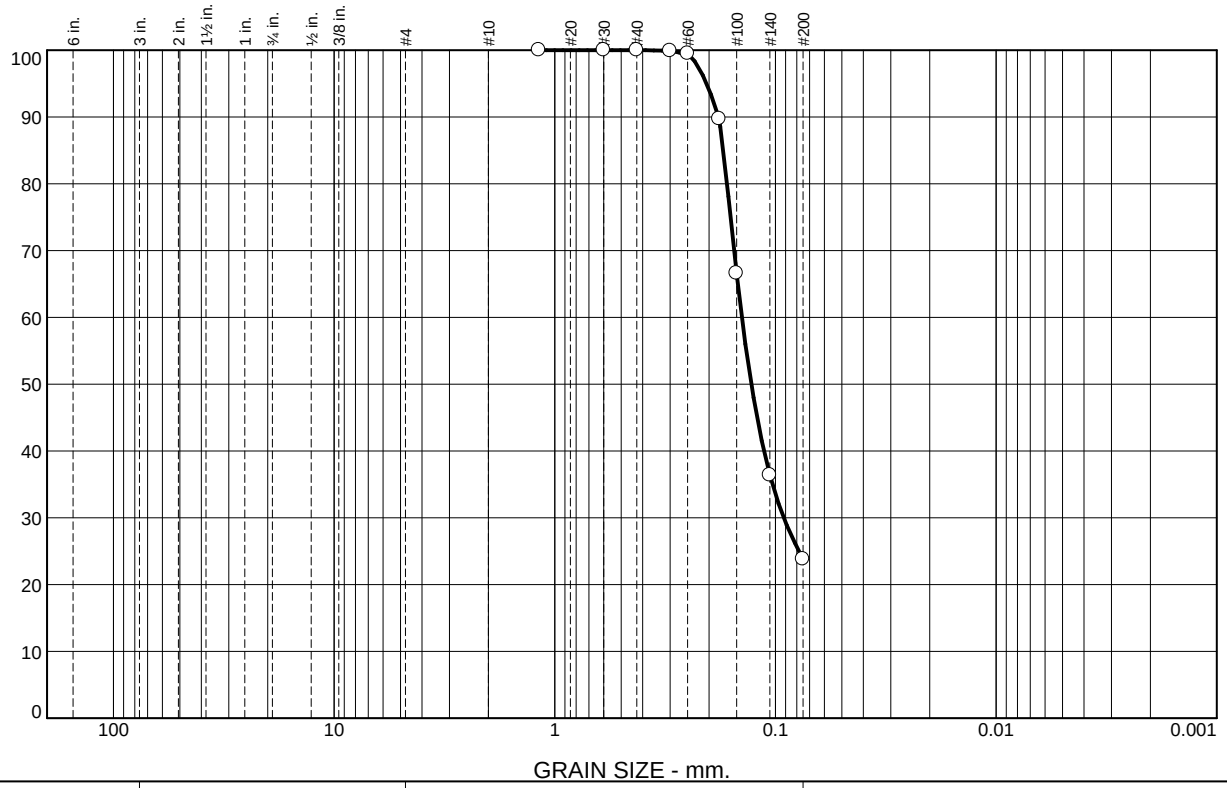
Client: South Sound Geotechnical Consulting
Project: Thaolah (14025)

Project No: 6790 **Figure**

Tested By: R Rowden **Checked By:** C Pedersen

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Particle Size Distribution Report ASTM C-117,C136



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0	0	0	0	0	76	24	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#16	100		
#30	100		
#40	100		
#50	100		
#60	100		
#80	90		
#100	67		
#140	36		
#200	24		

* (no specification provided)

Material Description

Grab Sample, S-12

Atterberg Limits

PL= LL= PI=

Classification

USCS= AASHTO=

Remarks

Report: #02

Sampled by: Client

Source of Sample: B-1
Sample Number: 17-673

Date: 07-13-17

Construction Testing Laboratories
400 Valley Ave. NE, Suite #102
Puyallup WA, 98372 Tel. (253) 383-8778

Client: South Sound Geotechnical Consulting
Project: Thaolah (14025)

Project No: 6790 **Figure**

Tested By: R Rowden **Checked By:** C Pedersen

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UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]					Soil Classification	
					Group Symbol	Group Name[B]
Coarse Grained Soils	Gravels	Clean Gravels	$Cu \geq 4$ and $1 \leq Cc \leq 3$[E]		GW	Well-graded gravel[F]
More than 50% retained	More than 50% of coarse fraction retained on No. 4 sieve	Less than 5% fines[C]	$Cu < 4$ and/or $1 > Cc > 3$[E]		GP	Poorly graded gravel[F]
on No. 200 sieve		Gravels with Fines	Fines classify as ML or MH		GM	Silty gravel[F,G,H]
		More than 12% fines[C]	Fines classify as CL or CH		GC	Clayey gravel[F,G,H]
	Sands	Clean Sands	$Cu \geq 6$ and $1 \leq Cc \leq 3$[E]		SW	Well-graded sand[I]
	50% or more of coarse fraction passes No. 4 sieve	Less than 5% fines[D]	$Cu < 6$ and/or $1 > Cc > 3$[E]		SP	Poorly graded sand[I]
		Sands with Fines	Fines classify as ML or MH		SM	Silty sand[G,H,I]
		More than 12% fines[D]	Fines Classify as CL or CH		SC	Clayey sand[G,H,I]
Fine-Grained Soils	Silts and Clays	inorganic	PI > 7 and plots on or above "A" line[J]		CL	Lean clay[K,L,M]
50% or more passes the No. 200 sieve	Liquid limit less than 50		PI < 4 or plots below "A" line[J]		ML	Silt[K,L,M]
		organic	Liquid limit - oven dried	< 0.75	OL	Organic clay[K,L,M,N]
			Liquid limit - not dried			Organic silt[K,L,M,O]
	Silts and Clays	inorganic	PI plots on or above "A" line		CH	Fat clay[K,L,M]
	Liquid limit 50 or more		PI plots below "A" line		MH	Elastic Silt[K,L,M]
		organic	Liquid limit - oven dried	< 0.75	OH	Organic clay[K,L,M,P]
			Liquid limit - not dried			Organic silt[K,L,M,Q]
Highly organic soils	Primarily organic matter, dark in color, and organic odor				PT	Peat

[A] Based on the material passing the 3-in. (75-mm) sieve

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

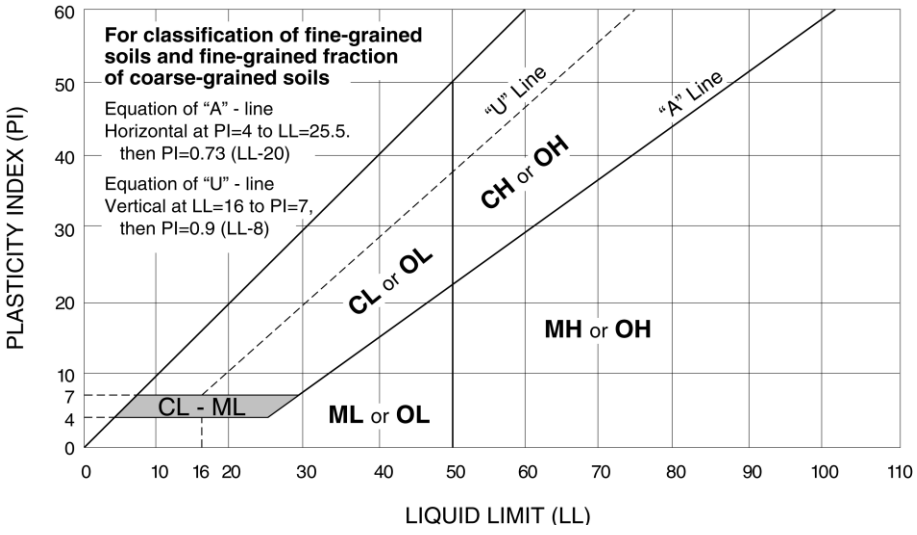
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

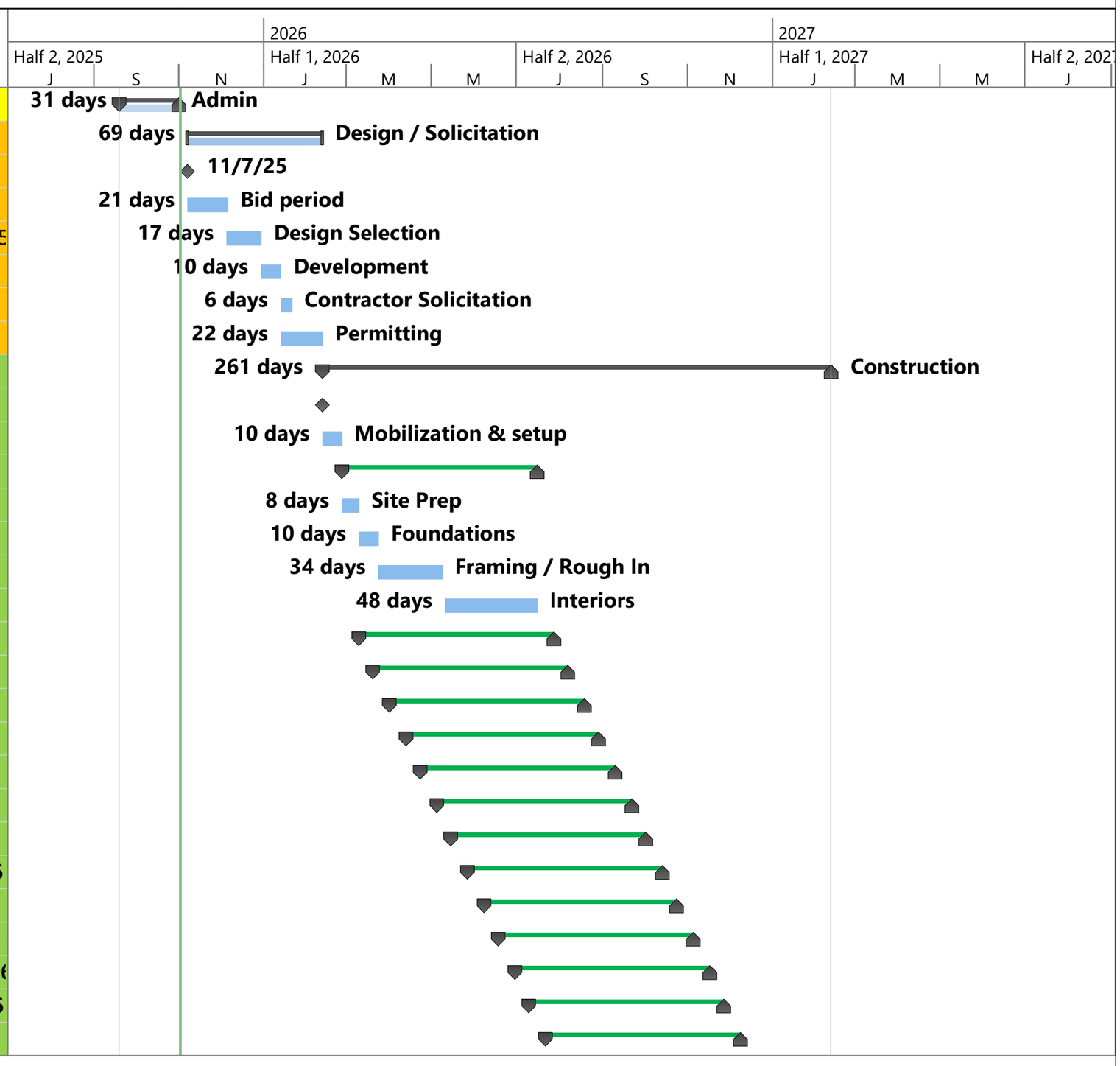
[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.



Taholah Upper Neighborhood CDR Project

ID	Task Name	Start	Finish
1	**Admin**	**Fri 9/19/25**	**Fri 10/31/25**
7	Design / Solicitation	Fri 11/7/25	Wed 2/11/26
8	Issue RFP	Fri 11/7/25	Fri 11/7/25
9	Bid period	Fri 11/7/25	Fri 12/5/25
10	Design Selection	Fri 12/5/25	Mon 12/29/25
11	Development	Tue 12/30/25	Mon 1/12/26
12	Contractor Solicitation	Tue 1/13/26	Tue 1/20/26
13	Permitting	Tue 1/13/26	Wed 2/11/26
14	**Construction**	**Wed 2/11/26**	**Thu 2/11/27**
15	Notice to Proceed	Wed 2/11/26	Wed 2/11/26
16	Mobilization & setup	Thu 2/12/26	Wed 2/25/26
17	**House 1**	**Thu 2/26/26**	**Wed 7/15/26**
18	Site Prep	Thu 2/26/26	Mon 3/9/26
19	Foundations	Tue 3/10/26	Mon 3/23/26
20	Framing / Rough In	Tue 3/24/26	Fri 5/8/26
21	Interiors	Mon 5/11/26	Wed 7/15/26
22	**House 2**	**Tue 3/10/26**	**Mon 7/27/26**
27	**House 3**	**Fri 3/20/26**	**Thu 8/6/26**
32	**House 4**	**Wed 4/1/26**	**Tue 8/18/26**
37	**House 5**	**Mon 4/13/26**	**Fri 8/28/26**
42	**House 6**	**Thu 4/23/26**	**Wed 9/9/26**
47	**House 7**	**Tue 5/5/26**	**Mon 9/21/26**
52	**House 8**	**Fri 5/15/26**	**Thu 10/1/26**
57	**House 9**	**Wed 5/27/26**	**Tue 10/13/26**
62	**House 10**	**Mon 6/8/26**	**Fri 10/23/26**
67	**House 11**	**Thu 6/18/26**	**Wed 11/4/26**
72	**House 12**	**Tue 6/30/26**	**Mon 11/16/26**
77	**House 13**	**Fri 7/10/26**	**Thu 11/26/26**
82	**House 14**	**Wed 7/22/26**	**Tue 12/8/26**



Taholah Upper Neighborhood CDR Project

ID	Task Name	Start	Finish
87	**House 15**	**Mon 8/3/26**	**Fri 12/18/26**
92	**House 16**	**Thu 8/13/26**	**Wed 12/30/26**
97	**House 17**	**Tue 8/25/26**	**Mon 1/11/27**
102	**House 18**	**Fri 9/4/26**	**Thu 1/21/27**
107	Demobilization/Cleanup	Fri 1/22/27	Thu 2/11/27
113	**FFE**	**Tue 3/24/26**	**Thu 2/11/27**
108	**Closeout**	**Mon 8/31/26**	**Thu 2/4/27**
119	Project Complete	Thu 2/11/27	Thu 2/11/27

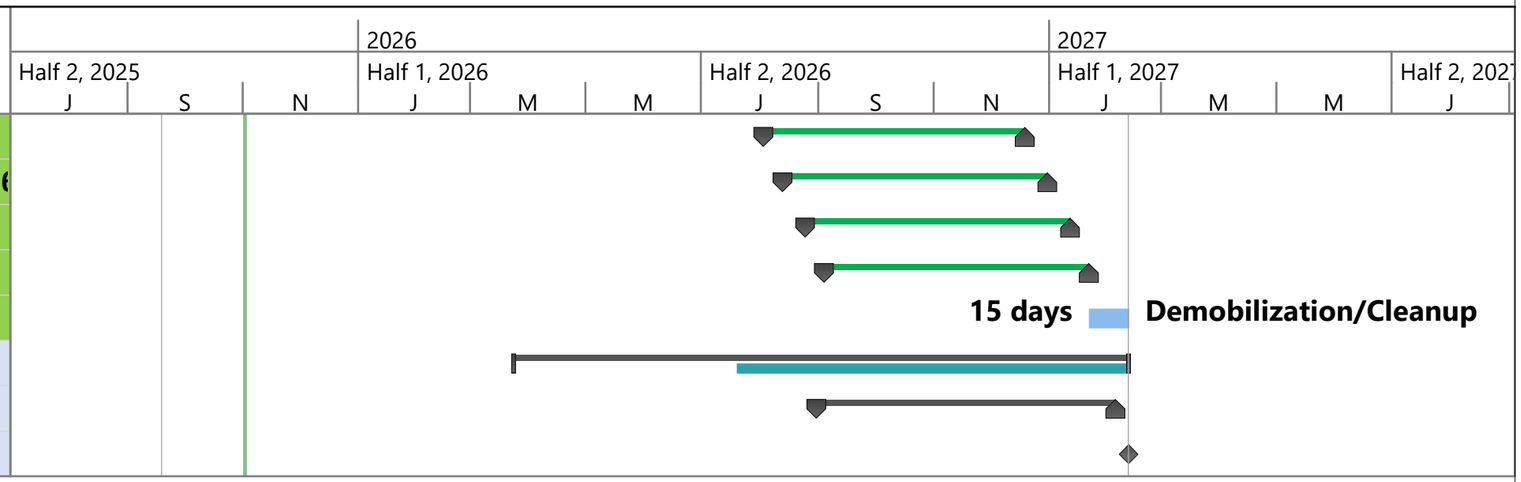


Exhibit J

NON-COLLUSION AFFADAVIT – Taholah CDR Project

State of Washington)
) ss.
County of_____)

_____, being first duly sworn deposes and says: That he/she is_____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal to the Quinault Indian Nation for the Upper Village Water Storage Facility Phase 2, certifies that such proposal is genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Contractor, or to fix any overhead, profit or cost element of said price, or of that of any other Contractor, or to secure any advantage against the Quinault Indian Nation or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____

By _____

Title _____

(Affix Notary Seal)

Exhibit K


Quinault Pride Seafood
Taholah Community Center
Taholah
Quinault Wellness Gardens Urban Farm
Quinault Tribal Housing Authority
Fir Lp
Cuitan St
5th Ave
109
Quinault Indian Nation
Quinault River
7018
7018

Exhibit L

Cultural Resource Inadvertent Discovery Plan

Quinault Indian Nation Cultural Resource Contact:

Justine James, Cultural Resource Specialist
(360) 276-8211 ext 7230
jjames@quidault.org

If you encounter artifacts or bone material during the course of this project:

1. Stop project work in the immediate vicinity of the find. See *Appendix A* below for a list of items to watch out for.
2. If **bones** are encountered, and there is any question whether they are human, **ALL WORK SHALL BE IMMEDIATELY HALTED UNTIL THE SITE IS INVESTIGATED AND CLEARED BY CULTURAL RESOURCE SPECIALISTS AND/OR LAW ENFORCEMENT.**
3. Establish a reasonable buffer (50 feet or more) around the discovery where work will halt. The area should be protected from further disturbance. If questionable bones are encountered do not disturb them in any way. This could be a crime scene. A determination will be made by a professional whether they are human or other animal, forensic or not forensic.
4. Contact the QIN Cultural Resource contact listed above and/or law enforcement.
5. The Cultural Resources officer will coordinate with the Contractor, law enforcement, Quinault Indian Nation and Washington Department of Archaeology and Historic Preservation as appropriate.

Communication and Information Protocol

1. When using radios, caution should be used when dispensing sensitive information.
2. Do not call 911
3. Do not take photos of bones or human remains.
4. Do not talk to the media, do not post on social media.

Workflow Protocol

1. No work may resume inside the buffer until a professional archaeologist has assessed the discovery.
2. After an inadvertent discovery, some areas may be specified as “No Work Zones” and archaeological monitoring may be required in others. Any such areas will be identified by the professional archeologist and communicated to the Project Manager and appropriate project personnel.

Inadvertent Discovery Plan for Human Remains

This plan describes the procedures for the treatment and disposition of Native American human skeletal remains, associated funerary objects, objects of cultural patrimony, and sacred objects that may be discovered during this project. This plan will comply with the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA), *25 U.S.C. 2001 et seq.,* as implementing regulations as set forth in *43 CFR Part (10), (specifically, section 10.5(e)* and the Archeological Resources Protection Act (ARPA), *16 U.S.C. 470 et seq.,* with its implementing regulations (43 CFR Part 7).

The kinds of objects considered as associated funerary objects defined in 43 CFR Part 10.2(d) are the following:

1. Objects placed intentionally at the time of death or later with or near the human remains or within the burial pit.
2. Sacred objects are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present day adherents. Objects falling under this definition have not yet been determined. Consultation will occur to determine whether or not objects recovered fall within this definition.
3. Objects of Cultural Patrimony are items having ongoing historical, traditional or cultural importance central to the Indian tribe rather than property owned by an individual. No objects have been determined under this definition. Consultation will occur to determine whether or not objects recovered fall within this definition.

If Native American human skeletal remains are discovered as a result of the proposed project. All project activities will cease until formal consultation between the Quinault Indian Nation and Washington Department of Archeology and Historic Preservation have been completed. Initial notification shall be followed by written notification about the kinds and condition of human remains and cultural items. All parties to these investigations will be directed to refrain from talking to the media.

Following any inadvertent discovery of human remains that are determined to be Native American and are not recent, the NPS will complete a written detailed plan of action in compliance with the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001 et seq.) with its implementing regulations (43 CFR Part 10); and, the Archeological Resources Protection Act (ARPA) (16 U.S.C. 470 et seq.) with its implementing regulations (43 CFR Part 7).

Appendix A

When to notify cultural resource staff and/or halt work:

Bones, shellfish and soil layers:

- If Bones are encountered
- Layers of discolored earth resulting from fire hearths or shell midden deposits. May be black and often contains shellfish remains, discolored fractured rock and abundant animal bone.

Native American artifacts, which may include (but are not limited to):

- Flaked stone tools (arrowheads, knives, scrapers, etc);
- Waste flakes that resulted from manufacture of flaked stone tools;
- Ground stone tools like mortars and pestles;
- Structural Remains – wooden beams, post holes, fish weirs, cedar-plank trails, old canoes in various forms of development;
- Culturally modified trees.

Euro-American artifacts may include (but are not limited to):

- Historic logging evidence (steam donkeys, old railroad beds, trestles);
- Historic glass (from bottles, vessels, windows, etc.);
- Historic ceramic (from dinnerware, vessels, etc.);
- Metal (nails, drink / food cans, tobacco tins, industrial parts, etc.);
- Building materials (bricks, shingles, etc.);
- Building remains (foundation, architectural components, etc.)
- Old wooden posts, pilings, or planks (these may be encountered above or below water);
- Old farm equipment may indicate historic resources in the area;
- Trash pits, can dumps, and privy pits (an accumulation of old refuse).

Exhibit M

Mandatory Bidder Responsibility Checklist

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:

Contractor Registration – https://secure.lni.wa.gov/verify/	
License Number:	Status: Active:Yes ☐ No ☐
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:

Current UBI Number – https://secure.lni.wa.gov/verify/	
UBI Number:	Account Closed: Open ☐ Closed ☐

Industrial Insurance Coverage – https://secure.lni.wa.gov/verify/	
Account Number:	Account Current: Yes ☐ No ☐

Required Public Works Training – Effective July 1, 2019 https://secure.lni.wa.gov/verify/
Per RCW 39.04.350 and RCW 39.06.020, has contractor had L & I training or meet exemption? Yes ☐ No ☐

Wage Payment Status Compliance – RCW 39.04.350 (1g)
Sworn statement or verification form received acknowledging compliance? Yes ☐ No☐

Employment Security Department Number – Obtain from contractor
Employment Security Department Number:
• Has Bidder provided account number on the Bid Form? Yes ☐ No ☐ • And/or have you asked the Bidder for documentation from ESD on account number? Yes ☐ No ☐

State Excise Tax Registration Number – https://secure.dor.wa.gov/gteunauth/_/#2	
Tax Registration Number:	Account Closed: Open ☐ Closed ☐

Not Disqualified from Bidding – WA https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx
Is the Bidder listed on the "Debarred Contractors List" of the Department of Labor and Industries? (*Print the pertinent page showing where the Bidder's name does or would appear on the list)* Yes ☐ No ☐

Not Disqualified from Bidding – Federal (if applicable) – www.sam.gov
Does Bidder have an "Active Exclusion Record" with the Federal Government (System for Award Management) Yes ☐ No ☐

Checked by:	
Name:	Date:

Fee proposal Form

Description	Qty.		Unit	Rate	Totals	Comments
CMr Fees						
Precosntruction services beging at the time of award contract and end at the execution of GMP						
CMr project Fee (% of cost of work)						

Other Project Costs:						
Safety Allocation / Project Costs						
I.T Allocation/Project Costs						
Additional Insurance Package (describe)						
Payment and Perfomance bond Costs (% of contract value)						
Additioanl Bonding/Subcontractor QAQC costs						
Any other project cost not listed						

Pre-Construction Team	Qty.	Approx Duration	Unit	Rate	Totals	Comments
Project Executive						
Lead Esitmator						
Support Estimator						
Sr Project Manager						
Scheduler/Clerk						
Jobsite Project Engineer						
Sr Superintendant						
Bim Management cost						
Add as needed						

Construction Team	Qty.	Approx Duration	Unit	Rate	Totals	Comments
Project Executive						
Lead Esitmator						
Support Estimator						
Sr Project Manager						
Project Manager						
Assistant Project Manager						
Scheduler/Clerk						
Jobsite Project Engineer						
Sr Superintendent						
Superintendent						
Assistant superintendent						
Safety Director						
Bim Management cost						
Carpenter						
Laborer						
Add as needed						

Equipment	Qty.	Approx Duration	Unit	Rate	Totals	Comments
Jobsite Office Trailer(s)						
Pickup truck						
Forklift						
Material Hoist						
Add as needed						