

(August 2, 2010)

The Board, the Contracting Agency, and the Contractor shall develop by agreement the Board's rules of operation and procedures to be followed for the Project. The Agreement shall include the frequency of the Board's visits to the Project and its interactions with the Contracting Agency and the Contractor to keep abreast of the construction development and potential disputes.

In developing the Agreement, the parties shall take into consideration their respective duties and responsibilities set forth in the "Scope of Work" section of their agreements, which is included in the Appendix of these Special Provisions.

The parties may also consider the "Suggested Administrative Procedures" for the Board's operation included in their agreements, which is included in the Appendix of these Special Provisions. These Procedures express, in general terms, the policy for the creation and operation of the Board and are intended to supplement the Special Provisions to the extent that no conflict with such provisions is created.

No dispute shall be referred to the Board unless the Contractor has complied with the procedures of Section 1-04.5. If the dispute is not resolved by the procedures outlined in 1-04.5, then the Board will consider the matter in dispute and provide recommendations concerning:

1. The interpretation of the Contract.
2. Entitlement to additional compensation or time for performance
3. Other subjects mutually agreed by the Contracting Agency and Contractor to be a Board issue.

Procedure for Consideration of Disputes

1. Once a protest has been denied as described in Section 1-04.5, the Board members will be contacted and advised of the existence of the dispute. A hearing will be scheduled to be conducted at the next regular project visit or at such other time, as agreed to by the parties.
2. The Contractor and the Contracting Agency shall each be afforded an opportunity to be heard by the Board and to offer evidence. Either party furnishing any written evidence or documentation to the Board must furnish copies of such information to the other party a minimum of 15 calendar days prior to the date the Board sets to convene the hearing for the dispute. Either party shall produce such additional evidence as the Board may deem necessary to an understanding and determination of the dispute and furnish copies to the other party.
3. After the hearing is concluded, the Board shall meet in private and reach a conclusion supported by two or more members. Its findings and recommendations, together with its reasons shall then be submitted as a written report to both parties. The recommendations shall be based on the pertinent contract provisions and facts and circumstances involved in the dispute. The Contract shall be interpreted and construed in

1 accordance with the laws of the State of Washington. The Board shall
2 make every effort to reach a unanimous decision. If this proves
3 impossible, the dissenting member may prepare a minority report.
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5 4. Within 30 calendar days of receiving the Board recommendations, both
6 the Contracting Agency and the Contractor shall respond to the other in
7 writing signifying that the dispute is either resolved or remains unresolved.
8 Although both parties should place weight upon the Board
9 recommendations, the recommendations are not binding.
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11 In the event the Board's recommendations do not lead to resolution of the
12 dispute, all Board records and written recommendations, including any minority
13 reports, will be admissible as evidence in any subsequent litigation.
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15 If the Board's assistance does not lead to resolution of the dispute, the
16 Contractor must file a claim according to Section 1-09.11(2) before seeking
17 any form of judicial relief.