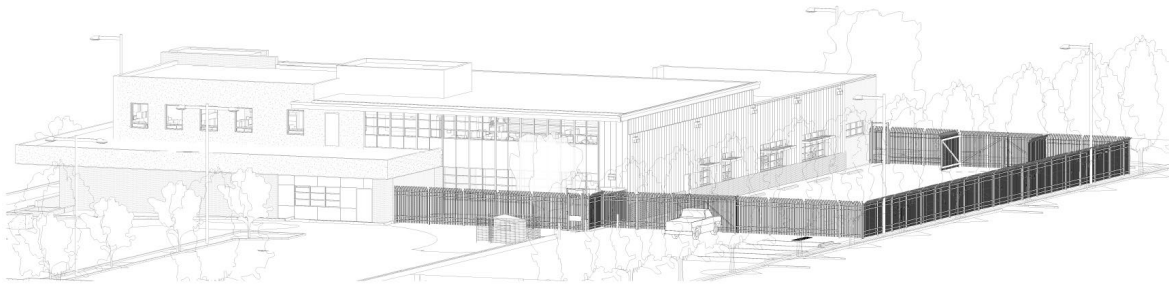


Homes for Good
Service Center Site Fence

Project Manual

Construction Documents

April 28, 2022



PERSPECTIVE VIEW OF NEW FENCE AND GATE WORK - LOOKING NORTHEAST
NOT TO SCALE

SECTION 00 0102
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Service Center Security Fence, located at the Homes for Good Service Center 100 West 13th Avenue, Eugene, OR 97401.
- B. Owner's Bid Number - #22-C-0026
- C. Architect's Project Number: 2123.
- D. The Owner, hereinafter referred to as Owner: Homes for Good
- E. Owner's Project Manager: Jared Young or Kurt von der Ehe.
 - 1. Address: 100 West 13th Avenue.
 - 2. City, State, Zip: Eugene, OR 97401.
 - 3. Phone: 541-852-2879; 541-682-2568.
 - 4. E-mail: jyoung@homesforgood.org; kvonderehe@homesforgood.org.

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: The Project consists of the general construction services for the removal of existing fencing and concrete sidewalk and the installation of new security fencings and gates.
- B. Contract Terms: Lump sum (fixed price, stipulated sum).

1.04 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect: PIVOT Architecture.
 - Address: 44 West Broadway, Suite 300.
 - City, State, Zip: Eugene, OR 97401.
 - Phone: 541-342-7291.
 - Principal in Charge: Kelley Howell, AIA, LEED BD+C, NCIDQ - khowell@pivotarchitecture.com
- B. ELECTRICAL ENGINEER
 - KCL Engineering, Eugene OR
 - 541-729-7645
 - Contact: Shyla Keays-Goodman; skgoodman@kclengineering.com

1.05 PROCUREMENT TIMETABLE

- A. Construction Documents for Bidding will be available: Tuesday, May 3, 2022 at 3:00 pm
- B. Non-Mandatory Pre-Bid Briefing and Site Tour: Tuesday, May 24th, 2022 at 10:00 AM
- C. Last Request for Substitution Due: 10 days prior to due date of bids.
- D. Last Request for Information Due: 6 days prior to due date of bids.
- E. Date of Last Addendum Issued: 5 days prior to due date of bids.
- F. Bid Closing Date and Time: Tuesday, June 7th, 2022, at 2:00 PM local time.
- G. Bids will be publicly opened, immediately following the bid closing time. Refer to the Bid Form for location to submit bids and place of bid opening.
- H. First-Tier Subcontractor Disclosure Submission Due: Within two hours of bid closing time.

- I. Bids May Not Be Withdrawn Until: 60 days after due date.
- J. Anticipated Construction Start: Approximately 30 days after bid opening.
- K. Desired Substantial Completion Date: Date of Substantial Completion.
- L. Desired Final Completion Date: Not later than September 30, 2022.
- M. Completion date is critical due to requirements of Owner's operations.
- N. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Electronic Copies of complete sets of Contract Documents may be obtained:
 - 1. Copies of the Electronic Files for the Contract Documents may be downloaded by any interested bidder, subcontractor, or supplier by going to the Homes for Good Bid Page at <https://homesforgood.org/opportunities/contracts-and-vendors/bid-opportunities>
 - 2. As a courtesy, Homes for Good will provide copies of Addenda items (official changes / revisions /updates to the process or documentation) via e-mail to Bidders who attend the Pre-bid Walk-through, but it is important for all Bidders to understand that the Homes for Good Bid Page website for this Request for Bid is the official source for information and that it is the Bidder's responsibility to check the site regularly for updates.
 - 3. Paper copies of Contract Documents for bidding purposes will not be provided by the Owner or the Architect's office.

1.07 BID SECURITY

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form;
OR,
 - 2. Certified check made payable to Owner in the amount of 5 percent of the Bid Amount.

END OF SECTION

SECTION 00 0107
SEALS PAGE

PROJECT NAME: HOMES FOR GOOD SERVICE CENTER SECURITY FENCE

LOCATED AT: 100 WEST 13TH AVENUE, EUGENE, OREGON 97405

DATE OF ISSUE: APRIL 28TH, 2022

THE FOLLOWING FIRMS DIRECTLY PROVIDED CONTENT FOR THIS PROJECT MANUAL:

ARCHITECTURE:

PIVOT ARCHITECTURE PC

DIVISIONS 00 THROUGH 10 AND
DIVISION 32



ELECTRICAL ENGINEERING:

KCL ENGINEERING

DIVISION 26



EXPIRES: 6/30/2023

END OF SECTION

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END OF SECTION

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E500 - ELECTRICAL DETAILS**

END OF SECTION

SECTION 00 1113
ADVERTISEMENT FOR BIDS

1.01 INVITATION TO BID

- A. Notice is hereby given that sealed bids for Homes for Good Site Fence, Bid #22-C-0026 will be received by Jared Young, Contract Administrator, at Homes for Good Service Center, Reception Desk at 100 West 13th Avenue, Eugene, Oregon 97401, until The Bid Closing Time of 2:00 p.m., on Tuesday, June 7th, 2022. The Bid Opening time will be immediately after the deadline for submission of bids. Bids will be opened at the above location.
- B. The Project consists of the general construction services for the removal of existing fencing and concrete sidewalk and the installation of new security fencing, gates, and pavements.
- C. Bids are required for the entire work described in the Bidding Documents. Each bid must be submitted on the required form and be accompanied by a bid security in the form of a bid bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check, or certified check, payable to Homes for Good in an amount of not less than five percent (5%) of the amount of the bid including additive alternates if any.
- D. Any modifications to the Bidding Documents will be made by addendum, which, if any, will be posted on the Homes for Good Bid Opportunities Page prior to the time stated for receiving bids. It is the bidder's responsibility to visit the Bid Opportunities Page to download any addendum issued prior to submitting a bid. As a courtesy, the Homes for Good may provide copies of addenda via e-mail to bidders who attend the non-mandatory Pre-Bid Conference. However, such a courtesy will not relieve bidder of the bidder's responsibility to examine the Homes for Good Bid Opportunities Page for addenda before submitting a bid. .
- E. Prevailing wage rates for public works contracts in Oregon are required for this project. No bid will be received or considered by Homes for Good unless the bid contains a statement that the Bidder will comply with the provisions of ORS 279C.800 to 279C.840 regarding the payment of prevailing rates of wage.
- F. All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. In regards to Worker's Compensation, all bidders shall be required to comply with ORS 656.017 or are exempt under ORS 656.126.
- G. Each bid must include a statement by the bidder as to whether the bidder is a resident bidder under ORS 279A.120.
- H. Homes for Good may reject any bid that does not comply with all prescribed public bidding procedures and requirements, including the requirements to demonstrate the bidder's responsibility under ORS 279C.375(3)(b).
- I. Homes for Good reserves the right to waive informalities, and for good cause to reject any and all bids after finding that doing so is in the public interest.
- J. No bid will be received or considered unless the bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board for the work of the project.
- K. Each bidder must submit a disclosure of first-tier subcontractors supplying labor or labor and materials within two hours after the date and time of the deadline when bids are due, in accordance with ORS 279C.370 .
- L. In making an award of this contract, Owner will:
 - 1. Give preference to goods or services that have been manufactured or produced in the state, if price, fitness, availability, and quality are otherwise equal; and
 - 2. Comply with the requirements of ORS 279C.375 regarding award and execution of contract, determination of responsibility of bidder, and impermissible exclusions.
- M. Questions regarding bidding procedure shall be directed to the Owner:
- N. Questions regarding technical matters shall be directed to the project architect, PIVOT Architecture at (541) 342-7291.

- O. ALL ENVELOPES MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE WITH THE WORDS "BID ENCLOSED," THE BIDDER'S NAME, THE PROJECT TITLE, AND THE DATE AND THE HOUR OF OPENING.

END OF SECTION

**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

PART 1 GENERAL

STANDARD FORM

See INSTRUCTIONS TO BIDDERS - AIA Document A701 (2018 Edition) **bound in the Project Manual. The Contractor and all Sub-Contractors and Suppliers shall read and be governed by them.**

END OF SECTION



AIA® Document A701™ – 2018

Instructions to Bidders

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

Homes for Good Service Center
Security Fence Project
100 West 13th Avenue, Eugene, OR 97401

THE OWNER:
(Name, legal status, address, and other information)

Homes for Good
100 West 13th Avenue
Eugene, Oregon 97401

A701-2018-Modified version 2021-06-01

THE ARCHITECT:
(Name, legal status, address, and other information)

PIVOT Architecture
44 West Broadway, Suite 300
Eugene, OR 97401

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- 5 **CONSIDERATION OF BIDS**
- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner’s Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work, including the following, and agrees that these will be incorporated by reference into the Contract:

- .1 Titles VI and VII of the Civil Rights Act of 1964, as amended.
- .2 Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended.
- .3 The Americans with Disabilities Act of 1990, as amended and ORS 659.425.
- .4 The Health Insurance Portability and Accountability Act of 1996.
- .5 The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended.
- .6 The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.
- .7 All federal and state laws and regulations concerning affirmative action toward equal employment

- opportunities,
.8 All regulations and administrative rules established pursuant to the foregoing laws; and
.9 All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

§ 2.3 The Bidder further agrees that all information and reports required by the Owner, state or federal government having responsibility for the enforcement of such laws will be supplied by the Bidder upon request for purposes of investigation into compliance with such laws, regulations and orders.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein bid.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Bidders, subcontractors, suppliers, and other interested parties may obtain complete sets of the electronic files of the Bidding Documents from the Homes for Good's Bid Opportunities internet webpage designated in the Advertisement for Bid. Paper copies of the Bidding Documents will not be provided. Bidders or other interested parties who require printed copies of the Bidding Documents may obtain printed copies at their own expense.

~~**§ 3.1.2** Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.~~[Section Deleted]

~~**§ 3.1.3** Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.~~[Section Deleted]

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.1.6 Bidders or other interested parties who require printed copies of all or a portion of the Bidding Documents may obtain printed copies at their own expense.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Such requests for clarification or interpretation shall be delivered to the Architect's office by hand, by mail, or by e-mail to the attention of the Architect's Contact Person listed in the Project Information Section of the Project Manual.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 A prospective Bidder may file a protest of the Bid process or Bidding Documents. To be considered, the protest must be received by Homes for Good not less than 7 calendar days prior to bid opening and must contain the information

and statements required in ORS 279B.405(4)(a) through (d).

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Any Addenda issued will be posted on the Homes for Good Bid Opportunities internet webpage as stated in the Advertisement for Bids. As a courtesy, Homes for Good may provide notification by e-mail to prospective Bidders who attended and signed in with their e-mail addresses at a Pre-Bid Conference, if any. However, such a notification, if any, is a courtesy and will not relieve Bidder of Bidder's responsibility to examine the Homes for Good Bid Opportunities Page for Addenda before submitting a bid.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids ~~shall be submitted on~~ must be in writing and submitted on a complete and accurate reproduction of the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium. The Bid shall include the legal name of the Bidder and a statement as to Bidder's legal status as an individual, partnership, corporation, limited liability company, or other form of legal entity.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

~~§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)~~

must be accompanied by a bid security in the form of a bid bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, a cashier's check, or certified check payable to Homes for Good in the amount of five percent (5%) of the amount bid, including all additive alternates. Bidder acknowledges that the bid security accompanying this Bid is submitted to Homes for Good as a guarantee that, if the Bidder is awarded the contract, the Bidder will execute the contract and furnish the required performance and payment bonds and any required proof of insurance; and that if Bidder fails to promptly and properly execute the contract and deliver the performance bond, payment bond, and proof of insurance within 10 days after contract award, Bidder will forfeit the bid security as the measure of liquidated damages which Homes for Good will sustain, and not as a penalty for failure of the bidder to execute the contract and deliver the bonds and proof of insurance.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

As stated on the Bid Form included in the Project Manual.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

[Section Deleted]

§ 4.4.4 A Bid may not be modified, withdrawn or canceled by the Bidder for 60 days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.5 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM.

Each Bidder must submit a disclosure of first-tier subcontractors supplying labor or labor and materials within two hours of the date and time of the deadline when bids are due, in accordance with ORS 279C.370 and as specified in the Bidding Documents.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

~~If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.~~

Bids will be opened publicly at the stated time and place, and read aloud. Bidders and others properly interested are invited to be present at the bid opening.

§ 5.2 Rejection of Bids

~~Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.~~

The Owner may reject any bid not in compliance with all prescribed bidding procedures and requirements, including but not limited to collusion among bidders, or failure to provide any required bid security or data required by the Bidding Documents. The Owner may reject a bid in any way incomplete or irregular, and may without cause reject all bids upon a finding that it is in the best interest of Homes for Good to do so.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 In making award of this contract, the Owner will:

- .1 Give preference to goods or services that have been manufactured or produced in the State of Oregon, if price, fitness, availability, and quality are otherwise equal,
- .2 Give preference to recycled goods in accordance with ORS 279A.125,
- .3 Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the Bidder in the state in which Bidder resides,
- .4 Determine whether the Bidder has substantially complied with all prescribed public bidding procedures and requirements, and not been disqualified under ORS 279C.440,
- .5 Confirm that the Bidder is not on the list established by the Construction Contracts Board for Bidders who are not qualified to hold a contract pursuant to ORS 279C.375(3), and
- .6 Comply with the requirements of ORS 279C.375 regarding award and execution of contract, determination of bidder responsibility, and impermissible exclusions.

§ 5.3.4 A Bidder that submitted a responsive bid may file a protest of the award of a contract. To be considered, the protest must be received by Homes for Good not less than 7 calendar days prior to bid opening and must contain the information and statements required in ORS 279B.405(4)(a) through (d).

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor. At the time of contract execution, the Owner will represent that amounts have been budgeted by the Owner, or otherwise approved, sufficient for payment of the Contract Sum.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1** a designation of the Work to be performed with the Bidder's own forces;
- .2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

~~§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The Bidder must, if awarded the contract, furnish a performance bond and a payment bond meeting the requirements of ORS 279C.380.~~

~~§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.~~

~~§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

Refer to the Project Manual

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

Refer to the Project Manual

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)~~

- ~~.5 Drawings.~~ .5 Drawings – Refer to List of Drawings included in the Project Manual

Number	Title	Date
--------	-------	------

- .6 Specifications – Refer to Table of Contents included in the Project Manual

Section	Title	Date	Pages
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- .7 Addenda: As posted on the Homes for Good Bid Opportunities web page

Number	Date	Pages
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- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)~~

~~The Sustainability Plan:~~

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:38:21 ET on 04/25/2022 under Order No. 2114241576 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

SECTION 00 3100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Site and Utility Survey: Entitled Balzhiser & Hubbard Engineers Office Partial As-Built Survey, dated September 23, 2004.
 - 1. Original copy is available for inspection at Owner's offices during normal business hours.
 - 2. This survey identifies grade elevations prepared primarily for the use of Architect in identifying subsurface utilities and existing grades.

1.02 PRELIMINARY DATA

- A. Certain preliminary investigations and studies made by the Owner are available to the bidders but will not be part of Contract Documents, as follows:
- B. Environmental Assessment Study: Entitled Environmental Review HACSA Administrative Building/Service Center, dated January 19, 2022.
 - 1. Original copy is available for inspection at Owner's offices during normal business hours.

1.03 PERMITS

- A. Owner has obtained the following permits and/or approvals, that are required to be secured prior to commencement of construction work on this project:
 - 1. Historic Preservation commission approvals.

1.04 EXISTING BUILDING CONTRACT DOCUMENTS

- A. A copy of the original contract documents for the existing buildings is available for viewing, by appointment, at the Owner's Facility Management office. These are not to be considered As-Built Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

3.01 OBTAINMENT OF PERMITS

- A. Contractor to obtain the following required permits, pay associated fees, and seek reimbursement by the Owner through the Change-Order process:
 - 1. Building Permit for all trades.
- B. Building Permit Procedures: When Contractor is required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.
 - 2. Pay required fees.
 - 3. Submit reimbursement request for the actual cost of the permit without Contractor's mark ups to Owner through the Change-Order process.
 - 4. Advise Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.
 - 5. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 DELIVER TO:

- A. Owner
 - 1. Jared Young, Contract Administrator or Kurt von der Ehe, Capital Projects Manager
Homes for Good
100 West 13th
Eugene, OR 97401
- B. Hand Delivered Bid Forms should be submitted at the Homes for Good Bid Box located in the basement foyer at 100 West 13th Avenue, Eugene, OR.
 - 1. The basement foyer is accessed through the building's main entrance located on 13th Avenue. The main stairs in the lobby lead downstairs to a basement foyer where the bid box is located.
- C. Bids should be addressed to Mr. Jared Young, Contract Administrator

1.02 FOR THE FOLLOWING PROJECT:

- A. Homes for Good Service Center Security Fence

1.03 OWNER'S BID NUMBER: #22-C-0026

1.04 DATE:

- A. Bid Closing Date and Time: Tuesday, June 7th, 2022 at 2:00 p.m.
- B. Bids will be opened publicly, immediately following the bid closing time.

1.05 PLACE OF BID OPENING

- A. Homes for Good Conference Room, 100 West 13th Avenue, Eugene, OR 97405

1.06 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Legal Name: _____
 - 1. Address: _____
 - 2. City, State, Zip: _____
 - Phone: _____
 - Fax: _____
 - E-Mail Address: _____
- B. Type of Organization (check one of the following and insert information requested):
 - 1. A Corporation organized and existing under the laws of the State of _____.
 - 2. A Limited Liability Company organized and existing under the laws of the State of _____.
 - 3. A partnership
 - 4. An individual
 - 5. Other legal entity type

1.07 BASE BID

- A. Having examined the site and being familiar with the conditions affecting the work, Bidder proposes to furnish all material and labor and perform all work hereinafter indicated in strict

accordance with the Bidding Documents prepared by PIVOT Architecture for the project identified above, for the following Base Bid amount:

1. _____ dollars
(\$ _____), in lawful money of the United States of America.

- B. The Base Bid includes all of the work shown on drawings or described in the contract documents, to which work may be added or from which work may be deleted for the amounts stated in Alternate Bids.

1.08 INCIDENTAL COSTS INCLUDE

- A. All bid prices include all supervision, fees, taxes, profit, overhead, insurance, bonds, licenses, permit, and other costs incidental to but required for the Work

1.09 THE UNDERSIGNED AGREES TO BE BOUND BY THE FOLLOWING DOCUMENTS:

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Bid Bond
- D. First-Tier Subcontractor Disclosure Form
- E. Contractor's Drug Testing Program
- F. Agreement
- G. Homes for Good Contract
- H. Homes for Good Standard Contract Provisions
- I. Homes for Good Standard Contract Provisions for Public Improvements
- J. Performance Bond
- K. General Conditions
- L. Insurance Requirements
- M. Drawings and Specifications
- N. Addenda

1.10 SUMMARY OF THE WORK

- A. The work consists of the general construction services for the general construction services for the removal of existing fencing and concrete sidewalk and the installation of new security fencing, gates, and pavements and related services.

1.11 CONTRACT TIME OF COMPLETION

- A. Bidder agrees that, if this Bid is accepted, Bidder will:
- 1. Substantially Complete the Work by the 30th day of September, 2022.
 - 2. Fully Complete the Work by September 30, 2022.

1.12 ADDENDA

- A. The undersigned acknowledges that the following Addenda have been received during the bid period. The modifications to the Bid Documents described in the Addenda itemized below have been considered and all costs are included in the Bid Sum.
- 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.13 RESIDENT BIDDER

- A. The undersigned certifies that Bidder is _____ / is not _____ (check one) a Resident Bidder as defined in ORS 279A.120.

1.14 CONTRACTOR REGISTRATION

- A. The undersigned certifies that Bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board as follows:
 1. Registration No. _____ Expiration Date _____

1.15 BID SECURITY

- A. This Bid is accompanied by a bid security in the form of a bid bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check, or certified check, payable to Homes for Good in the amount of five (5%) of the total amount of the Base Bid, plus additive Alternates, if any.

1.16 CONTRACT & BOND

- A. The undersigned agrees, if awarded the contract, to deliver to the Owner within ten (10) days after receiving the contract forms, a fully and properly executed contract, a performance bond and a payment bond complying with ORS 279C.380, and proof of insurance in the forms and amounts required in the Contract Documents.
- B. The surety requested to issue the Performance and Payment Bond will be:
- C. Name and address of Surety Company:
 1. Name: _____
 2. Address: _____
 3. City/State: _____
- D. Agent Name/Phone: _____

1.17 NON-COLLUSION

- A. The undersigned certifies that:
 1. This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
 2. The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the bid.

1.18 BID SECURITY FORFEITURE

- A. Bidder acknowledges that the bid security accompanying this Bid is submitted to the Homes for Good as a guarantee that, if the Bidder is awarded the contract, the Bidder will execute the contract and furnish the required performance and payment bonds and any required proof of insurance; and that if Bidder fails to promptly and properly execute the contract and deliver the performance bond, payment bond, and proof of insurance within ten (10) days after contract award, Bidder will forfeit the bid security as the measure of liquidated damages which the Homes for Good will sustain, and not as a penalty for failure of the bidder to execute the contract and deliver the bonds and proof of insurance.

1.19 WAGE RATES

- A. Bidder agrees, if awarded a contract, that Bidder will comply with the provisions of ORS 279C.838, ORS 279C.840, as applicable, regarding the payment of the prevailing rates of wage.

1.20 BIDDER ACKNOWLEDGEMENTS

- A. By signing this bid, Bidder acknowledges that bidder has read and understands the liquidated damages provision included in the General Conditions of the Bid Documents.

- B. By signing this bid, Bidder acknowledges that bidder has read and understands the terms and conditions applicable to the Bid Documents and that bidder accepts and agrees to be bound by the terms and conditions of the contract, including to perform the scope of work and meet the performance standards.

1.21 BIDDER CERTIFICATIONS

- A. By signing below the undersigned certifies that Bidder:
 - 1. has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small businesses enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225; and
 - 2. To the best of Bidder's knowledge, Bidder is not in violation of any Oregon tax laws described in ORS 305.380(4).

1.22 FIRST-TIER SUBCONTRACTOR DISCLOSURE

- A. Bidder agrees to submit bidder's First-Tier Subcontractor Disclosure within two (2) hours after submission of this bid in the form described below:
 - 1. Section 00 4339 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 2113.

1.23 BID FORM SUPPLEMENTS

- A. We agree to submit the following Supplements to Bid Forms within 2 hours after submission of this bid for additional bid information:
 - 1. Section 00 4339 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 2113.

1.24 BID EXECUTION

Name of Firm: _____

Contractor's Federal I.D. Number (TIN): _____

By: _____ (if bid is by a partnership, then one of the partners must sign the bid)

Type or Print Name: _____

If Corporation, Attest: _____ (Signed by Secretary of the Corporation)

Type or Print Name: _____

1.25 NOTARIZATION OF SIGNATURES

A. Subscribed and sworn to before me on the _____ day of _____, _____ (year)

B. _____

C. _____

D. Notary Public for the State of Oregon. My commission expires: _____

1.26 IF THE ABOVE BID IS THAT OF A JOINT VENTURE, ADDITIONAL FORMS OF EXECUTION IDENTIFYING AND BEARING THE SIGNATURE OF EACH MEMBER OF THE JOINT VENTURE IN THE SAME FORM AS ABOVE MUST BE INCLUDED WITH THE BID.

END OF SECTION

**SECTION 00 4313
BID SECURITY FORM**

PART 1 GENERAL

1.01 FORM OF BID SECURITY

- A. Bid guarantee as called for in Instructions to Bidders, Section 00 2113 shall be executed on AIA DOCUMENT A-310 - BID BOND. A copy of this Form is bound in the Appendix Section of this Project Manual.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 4339

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PARTICULARS

1.01 DELIVER TO:

- A. Hand delivered forms should be submitted at the Homes for Good office, 100 West 13th Avenue, Eugene, OR. Bids should be dropped in the Homes for Good Bid Box located in the basement foyer of the Homes for Good Service Center at the above address.
- B. Forms should be addressed to Jared Young, Contract Administrator
- C. UNLESS STATED OTHERWISE IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS.

1.02 FOR THE FOLLOWING PROJECT:

- A. Homes for Good Service Center Site Fence

1.03 OWNER'S BID NUMBER:

1.04 DATE:

- A. Bid Closing Date and Time: Tuesday, June 7th, 2022 at 2:00 p.m.
- B. Bids will be opened publicly, immediately following the bid closing time
- C. First-Tier Submission Due: Within two hours of bid closing time.

1.05 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip _____
 - 3. Phone _____
 - 4. Fax _____

1.06 SUBMITTAL REQUIREMENTS

- A. Bidders are required to disclose information about certain first-tier subcontractors providing LABOR or LABOR and MATERIALS when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279.027). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must disclose the following information about that subcontract within two (2) hours of bid closing:
 - 1. The subcontractor's name,
 - 2. The dollar value of the subcontract, and
 - 3. The subcontractor's category of work they will be performing.
- B. If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.
- C. THE AGENCY MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION.
- D. To determine disclosure requirements, it is recommended that bidders disclose subcontract information for any subcontractor as follows:
 - 1. Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
 - 2. Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are

greater than or equal to: (i) 5% of that lowest contract price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage. (iii) Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

1.07 LIST OF FIRST-TIER SUBCONTRACTORS MEETING THE ABOVE CRITERIA

- A. This form must be submitted within two (2) working hours of the advertised bid closing date and time.
- B. List below the Name, and category of work of each subcontractor that will be furnishing LABOR or LABOR and MATERIALS that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS).

1.08 SUBCONTRACTORS OR SUPPLIERS OF LABOR OR LABOR AND MATERIAL

- A. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- B. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- C. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- D. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- E. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- F. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- G. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- H. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- I. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- J. Name of subcontractor: _____
 - 1. Category of work: _____
 - 2. Dollar Value of Subcontract: _____
- K. Name of subcontractor: _____
 - 1. Category of work: _____

1.09 CERTIFICATION OF BIDDERS

- A. The above listed first-tier subcontractor(s) are providing labor and/or labor and materials with a Dollar Value equal to or greater than:
 - 1. 5% of the total Contract Price, but at least \$15,000 (including all alternatives). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
 - 2. \$350,000 regardless of the percentage of the total Contract Price

1.10 FAILURE TO SUBMIT THIS FORM WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!

1.11 FORM SIGNATURE(S)

- A. Name of Firm: _____
- B. Address of Firm: _____
- C. City, State, Zip Code: _____
- D. By: _____
- E. Type or Print Name: _____

END OF SECTION

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 7200 - General Conditions for the General Conditions.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Contractor's Affidavit of Payment of Debts and Claims: AIA G706
 - 2. Affidavit of Payment of Debts and Claims: AIA G706
 - 3. Contractor's Affidavit of Release of Liens: AIA G706A
 - 4. Consent of Surety to Final Payment: AIA G707
 - 5. Consent of Surety to Reduction in or Partial Release of Retainage: G707A

1.04 REFERENCE STANDARDS

- A. AIA A312 - Performance Bond and Payment Bond; 2010.
- B. AIA G701 - Change Order; 2017.
- C. AIA G702 - Application and Certificate for Payment; 1992.
- D. AIA G703 - Continuation Sheet; 1992.
- E. AIA G706 - Contractor's Affidavit of Payment of Debts and Claims: 1994
- F. AIA G706A: Contractor's Affidavit of Release of Liens: 1994
- G. AIA G707: Consent of Surety to Final Payment: 1994
- H. AIA G707A: Consent of Surety to Reduction in or Partial Release of Retainage: 1994

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 5200
AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

1.03 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 01 4216 - Definitions.

1.04 AIA DOCUMENT A101, OWNER-CONTRACTOR AGREEMENT FORM - STIPULATED SUM 2017 EDITION, FORMS THE BASIS OF CONTRACT BETWEEN THE OWNER AND CONTRACTOR. A DRAFT COPY OF THIS FORM IS BOUND IN THE APPENDIX SECTION OF THIS PROJECT MANUAL.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 6113
PERFORMANCE & PAYMENT BONDS

PART 1 GENERAL

1.01 FORM OF THE BONDS

- A. The Performance & Payment Bonds called for in the General Conditions shall be executed on the AIA DOCUMENT A-312. A copy of this Form is bound in the Appendix Section of this Project Manual.

END OF SECTION

**SECTION 00 6115
PUBLIC WORKS BOND**

PART 1 GENERAL

1.01 PUBLIC WORKS BOND

- A. Before starting work on this contract, the Contractor and any subcontractor shall file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836, unless the Contractor is exempt under ORS 279C.836(4), (7), or (8).
- B. Before permitting any subcontractor to work on the contract, the Contractor shall verify that the subcontractor has filed a public works bond in compliance with ORS 279.836, unless the subcontractor is exempt under ORS 279C.836(4), (7), or (8).
- C. This bond is in addition to any performance bond and payment bond requirements.

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.01 SECTION 01 4216 - DEFINITIONS.

2.02 AIA DOCUMENT A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2007 EDITION, ATTACHED, IS THE GENERAL CONDITIONS BETWEEN THE OWNER AND CONTRACTOR.

A. The Contractor and all Sub-contractors and Suppliers shall read and be governed by them.

2.03 CONFLICTS

A. In case of conflict between the "General Conditions" and these specifications, the specifications shall govern

END OF SECTION

**SECTION 00 7316
INSURANCE REQUIREMENTS**

PART 1 GENERAL

1.01 INSURANCE REQUIREMENTS

- A. The Contractor shall provide Insurance in the type and amounts listed on the INSURANCE COVERAGES REQUIRED form bound hereinafter In Section 00 7317.

1.02 FORM OF CERTIFICATION

- A. The certification of the type and amounts of Insurance shall be executed on ACCORD A-25 STANDARD CERTIFICATE OF INSURANCE.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 7317

INSURANCE COVERAGE REQUIRED FORM

HOMES FOR GOOD

1.01 CONTRACTOR SHALL NOT COMMENCE ANY WORK UNTIL CONTRACTOR OBTAINS, AT CONTRACTOR'S OWN EXPENSE, ALL REQUIRED INSURANCE AS SPECIFIED BELOW. SUCH INSURANCE MUST HAVE THE APPROVAL OF THE OWNER AS TO LIMITS, FORM AND AMOUNT. THE TYPES OF INSURANCE CONTRACTOR IS REQUIRED TO OBTAIN OR MAINTAIN FOR THE FULL PERIOD OF THE CONTRACT WILL BE AS SPECIFIED BELOW.

1.02 COMMERCIAL GENERAL LIABILITY INSURANCE COVERING PERSONAL INJURY, BODILY INJURY AND PROPERTY DAMAGE WITH LIMITS AS SPECIFIED BELOW. THE INSURANCE SHALL ALSO INCLUDE:

A. COVERAGE'S

1. Explosion & Collapse
2. Underground Hazard
3. Contractual Liability
4. Broad Form Property Damage
5. Owners' & Contractors' Protective
6. Commercial General Liability
7. Damage to Rented Property (\$50,000)
8. Personal and Advertising (Same as per occurrence)
9. Products/Completed Operations (Same as per occurrence)

B. POLICY LIMITS

1. \$1 million per occurrence/\$3 million aggregate

C. AGGREGATE LIMITS

1. Per Project (construction contracts)

D. FORM

1. All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

1.03 AUTOMOBILE LIABILITY

A. AUTOMOBILE LIABILITY insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Homes for Good, Lane County, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

B. LIMITS

1. \$1 million combined single limit per accident for bodily injury and property damage

- 1.04 ADDITIONAL INSURED CLAUSE THE GENERAL AND AUTO LIABILITY INSURANCE COVERAGE'S REQUIRED FOR PERFORMANCE OF THIS CONTRACT SHALL BE ENDORSED TO NAME HOMES FOR GOOD AND ITS EMPLOYEES AS ADDITIONAL INSUREDS ON ANY INSURANCE POLICIES REQUIRED HEREIN WITH RESPECT TO PROVIDER'S ACTIVITIES BEING PERFORMED UNDER THE CONTRACT. THE ADDITIONAL INSUREDS MUST BE NAMED AS AN ADDITIONAL INSURED BY ENDORSEMENT, AND THE POLICY MUST BE ENDORSED TO SHOW CANCELLATION NOTICES TO THE HOMES FOR GOOD DEPARTMENT WHO ORIGINATED THE CONTRACT. COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AND SELF-INSURANCE.**
- 1.05 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AS STATUTORILY REQUIRED FOR PERSONS PERFORMING WORK UNDER THIS CONTRACT. ANY SUBCONTRACTOR HIRED BY CONTRACTOR SHALL ALSO CARRY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE.**
- A. EMPLOYER'S LIABILITY
1. Limits of \$500,000
- 1.06 ANY QUESTIONS CONCERNING INSURANCE AND INDEMNITY SHOULD BE DIRECTED TO THE CONTRACT MANAGER AT HOMES FOR GOOD AT 541-852-2879.**

END OF SECTION

**SECTION 00 7343
PREVAILING WAGE RATES**

PART 1 GENERAL

1.01 MINIMUM WAGE RATES

- A. The minimum wage rates to be paid all crafts and labor on this contract shall be the prevailing wage for the individual crafts involved in the Lane County area during the life of the contract and as determined by the Commissioner of the Oregon Bureau of Labor and Industries, or in the case of a Federal-Aid project, the wage determination decision of the Federal Secretary of Labor, along with conformance to ORS 279C, as may be applicable to the supplying of the services and/or materials called for in the bid.
- B. Every contractor and subcontractor shall pay workers not less than the specified minimum hourly rate of wage for each trade or occupation in each locality.
- C. Each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage in accordance with ORS 279C.383 and 279C.840.

1.02 GENERAL REQUIREMENTS

- A. If a dispute arises as to what the prevailing wage rate for any class of worker is, and if the dispute cannot be settled by the parties involved, it may be referred to the Commission of the Bureau of Labor and Industries, State of Oregon, for final determination. The Wage Rates are minimum rates only and the Owner will not consider any claims or additional compensation because of payment made by Contractor or a Sub-Contractor of any wage rate in excess of the prevailing rate.
- B. Prevailing Wage Rates:
 - 1. Pursuant to ORS Ch. 279C.800 - 279C.870, "Prevailing Wage Rates for Public Works Contracts in Oregon," effective January 1, 2022, are hereby referenced and are included as a part of this Specification as much as if bound herein. If needed, notify BOLI or the architect for the referenced copy of Prevailing Wage Rates applicable for this project
 - a. <http://www.boli.state.or.us/> Phone: 971-673-0761
 - b. BOLI Office Locations
 - 1) Eugene 1400 Executive Parkway, Eugene, OR 97401 541/686-7623
 - 2) Medford 700 E. Main, Suite 105, Medford, OR 97504 541/776-6270
 - 3) Portland 800 NE Oregon St., #32, Portland, OR 97232 503/731-4074
 - 4) Salem 3865 Wolverine St. NE, Bldg. E-1, Salem, OR 97305 503/378-3292
- C. If the Owner determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain from moneys due to Contractor an amount sufficient to make up the difference between wages actually paid and the prevailing rate of wages, and may also cancel the contract.
- D. Liquidated damages for failure to pay the rate of wage required herein will be an additional amount equal to the unpaid minimum, over and above the liability of the Contractor, any Subcontractor, or surety to pay said unpaid minimum to any workers affected.

1.03 POSTING MINIMUM WAGE RATES

- A. The Contractor and each subcontractor must post and maintain the prevailing rates of wage for this project for the Project duration in a conspicuous location accessible to employees
- B. If the Contractor or any subcontractor that provides or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees on the project, must post a notice in a conspicuous and accessible place in or about the project describing the plan and containing information on how and where to make claims and where to obtain further information.

1.04 NOTICE OF CONTRACT AWARD

- A. The Owner will send a copy of the Notice of Award of Public Works Contract Form to the State of Oregon Bureau of Labor and Industries.

1.05 PUBLIC WORKS CONTRACT FEE

- A. In accordance with ORS 279C.825 and OAR 839-025-0020, for Public Works Projects where the contract sum exceeds \$50,000 the OWNER must pay to the State of Oregon Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Rate Unit, a Public Works Contract Fee equal to 1/10th of 1% of the contract amount (contract amount X 0.001), but not less than \$250 and not more than \$7,500.
- B. This fee shall not be included in the Contractor's Basic Bid amount.

1.06 WAGE CERTIFICATION

- A. In accordance with the requirements printed in the document titled "Prevailing Wage Rates for Public Works Contracts in Oregon", the Owner, upon written request from the Contractor, will provide the Contractor with a sample copy of the Payroll Submission Form to be used on this project. Contractors shall use their own copies of this form in their reporting, or may submit a pre-approved substitute form of their own choosing that meets the reporting requirements of the Bureau of Labor and Industries.
- B. Under the provisions of Oregon Law, ORS 279C.845, the wage certification Payroll Submission Form on public works contracts must be provided to the Owner in accordance with the following schedule:
 - 1. Once within 15 days of the date the Contractor or Subcontractor first began work on the project, and,
 - 2. Once before the final inspection of the project by the public contracting agency, and,
 - 3. In addition, certified statements for each week during which the contractor or subcontractor employs a worker upon the public work must be submitted once a month, by the fifth business day of the following month.

1.07 MAINTAINING & DISTRIBUTION OF CERTIFIED PAYROLL STATEMENTS

- A. Certified Payroll Statements are public records and are to be filed by the Contractor with the Owner, and must be kept by the Contractor and/or Subcontractor. Certified Payroll Statements must be made available upon request.

1.08 PAYMENT OF PREVAILING WAGE RATES

- A. If a contractor is required to file certified payroll statements and fails to do so, the Owner may retain 25 percent of any amount earned by the Contractor on a public works contract until the Contractor has filed such statements with the Owner. The Owner will pay the Contractor the amount retained under this provision within 14 days after the Contractor files the certified statements, regardless of whether a subcontractor has failed to file such statements. The Contractor must retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the Owner certified statements as required by this provision. The Contractor must verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained under this provision. The Contractor must pay the first-tier subcontractor the amount retained under this provision within 14 days after the subcontractor files the certified statements. The amount retained under this provision is in addition to any other amount permitted to be retained by ORS 279C, including the 5% from any progress payment to ensure satisfactory progress under ORS 279C.570(7).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Homes for Good Site Fence.
- B. Owner's Name: Homes for Good.
- C. Architect's Name: PIVOT Architecture.
- D. The Project consists of the general construction services for the removal of existing fencing and concrete sidewalk and the installation of new security fencing, gates, and pavements.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
- B. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- C. Owner will remove the following items before start of work:
 - 1. Landscape elements in the path of construction (tree limbs)
- D. Contractor shall remove, and unless otherwise directed, deliver the following to the Owner prior to start of work:
 - 1. Existing fencing to be removed
- E. Contractor shall remove and store the following prior to start of work, for later reinstallation by Contractor:
 - 1. Courtyard Gate Door.
 - 2. Courtyard Gate Door Hardware.

1.04 WORK BY OWNER

- A. Owner has awarded a contract to provide security card readers and door hardware at western person-gate (leading to the landscaped courtyard) as well as hardware for doors from the Courtyard to the building's lower level.

1.05 OWNER OCCUPANCY

- A. Except as noted here, the Owner will vacate the Demolition Work Area during the duration of the demolition and construction work.
 - 1. The building and public parking areas will remain open to the public throughout the construction work.
 - 2. The parking area adjacent to the south side of the building will remain open to employees throughout the construction work. Any construction work that will impede access to this employee parking area shall be coordinated in advance with the Owner at least 10 days ahead of scheduled work.
- B. Owner will continue to occupy the existing building during the entire construction period.
- C. The Owner's staff, will maintain normal business hours and use the adjacent premises during construction. The public will also continue to have access to the building during regular business hours.
- D. Owner must be able to occupy the Project area immediately following the Project upon Substantial Completion.
- E. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- F. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces outside of the designated work area may not be used for storage of Contractors tools, equipment or materials, unless specifically approved by the Owner.
- E. Time Restrictions:
 - 1. Limit conduct of work which creates any noise, dust, or noxious odors on the interior work to the hours of before 8:00 am and after 5:00 pm during weekdays..
- F. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.
- G. Except as otherwise stipulated herein, Contractors will have complete use of the Premises within the boundaries of the project as shown on the Drawings for the execution of the Work.
- H. The possession, use, or distribution of illicit drugs and alcohol on the Owner's premises is prohibited. Prescription medications brought to the project site shall be in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.
- I. NO SMOKING POLICY: Smoking is not allowed on the construction site and as additionally limited by city or county ordinance.
- J. Tools, building materials, ladders, scaffolding, and other potential hazards must be removed or secured at all times in work areas accessible to the public, unless workers are present in the work area.
- K. Open holes and other tripping hazards shall be fenced or barricaded at all times.
- L. "Secured Work Area" is defined as an area having a perimeter cyclone fence, or approved equivalent, at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized personnel.
- M. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.

1.07 REGULAR BUSINESS HOURS

- A. Regular Business Hours shall be the hours between 8 AM and 5 PM, Monday through Friday.
- B. Without advance warning, or additional cost to the Owner, the Owner may notify the Contractor of the need to extend Regular Business hours for the purpose of continuing Special facility activities.

1.08 WORK DURING REGULAR BUSINESS HOURS

- A. Only work which does not create any noise, dust, or noxious odors may be done during regular business hours, unless further restrictions listed below apply.
- B. The Contractor is prohibited from making excessive noise or vibration to the structure, such as that caused by Jack Hammers, Air Compressors, Electricity Generators, Rivet Guns, Drills, or

other similar Devices during Regular Business Hours, except by prior approval of the Owner, and then only for short duration.

1.09 DELEGATED DESIGN REQUIREMENTS

- A. Certain components of the Work under this project are Delegated Design. It is the Contractor's responsibility to coordinate and assume or assign to subcontractors the complete responsibilities for the design, calculation, submittals, fabrication, transportation and installation of the Delegated Design portions or components as required. Delegated Design components of the Work are defined as complete operational systems, provided for their intended use.
- B. Submit deferred submittals for delegated design elements to the governing agency for the separate approval of each Delegated Design item as defined in Section 01 3300 - Submittal Procedures.
- C. Owner shall not be responsible to pay for any delays, additional products, additional hours of work or overtime, restocking or rework required due to failure by the Contractor or the subcontractor to coordinate their work with the work of the other trades on the project or to provide the Delegated Design portion or component in a timely manner to meet the schedule of the project.
- D. Delegated Design components include, but are not limited to the following:
 - 1. Structural Design for Ornamental Cantilever Gate System - 32 3100
 - 2. Structural Design for Heavy Industrial Metal Fences and Gates - 32 3119

1.10 DUST PROTECTION AND SAFETY BARRIERS

- A. The Contractor shall erect temporary Dust and Safety Barriers around all of the Construction Operations to keep dust and debris within the localized work area, and to protect the owner, staff, and the public from construction activities. Additional requirements may be required if airborne dust is judged by the Owner to be a problem.
- B. The Contractor shall take precautions to protect existing smoke detectors from damage or deterioration from dust caused by work of this contract.

1.11 OVERTIME WORK

- A. The Contractor shall notify the Owner in writing, at least 48 hours in advance of any overtime work, including nights, weekends, and holidays. Do no overtime work without Owner's prior approval.
- B. The Contractor shall reimburse the Architect and Owner for any expenses incurred by them because of Contractor's overtime work.

1.12 WORK IN PUBLIC RIGHT-OF-WAY

- A. The Contractor shall obtain any required Permits, pay Permit Fees, arrange for inspections by Regulatory Agencies, and comply with governing Regulatory Agency requirements.
- B. For any and all permit fees, Contractor shall request reimbursement for fees paid to Owner and Architect through the change order process.

1.13 PROTECTING EXISTING UTILITIES

- A. Site Survey Drawings indicate approximate location of any known, concealed Utility Lines. Before starting work, Contractor shall determine exact location of any of these Lines that could be damaged by Contract Work.
- B. Contractor shall assume that other unknown Utility Lines do exist, and Contractor shall proceed with caution when working in areas that could conceal unknown Utilities.
- C. If such Utility Lines are encountered, immediately request disposition instructions from Architect.
- D. If Utility Lines are damaged; remove, repair, or replace Lines as directed. Additional compensation and/or extension of time, if any, caused by removing, repairing, or replacing Lines will be determined in accordance with General Conditions.

1.14 PROTECTING EXISTING LANDSCAPING & TREES

- A. Protect existing Trees, not designated for removal, against damage caused by work of this contract.
- B. Provide necessary Fencing and Barricades. Erect prior to Work, and unless otherwise instructed, remove after Work completion. For any work around trees in the Right of Way, obtain approval of City of Eugene Urban Forester.
 - 1. Contractor may use existing temporary fencing on site for construction fencing needs.
- C. Prohibit Earth stockpiling, Material storage, and Vehicle Parking and Traffic within Drip-line of Trees.
- D. Prohibit dumping of Refuse, Chemicals, and other Materials and puddling or running Water which may injure Plant growth including Root systems.
- E. Prohibit Foot and Vehicle Traffic which may compact Soil over Root Systems.
- F. Prohibit any unnecessary cutting, breaking and skinning of Branches and Roots, and prohibit skinning and bruising of Bark. All tree pruning activities shall be conducted by a certified arborist.
- G. Prohibit all cutting, breaking, and skinning of branches and roots, and skinning or bruising of bark of any trees within the street Right of Way. Consult with a certified arborist and the City of Eugene Urban Forester prior to starting and construction activities that may threaten to damage street trees.
- H. Prohibit Fires, High-heat and Smoke adjacent to Trees.
- I. Repair or replace with plants of equal size, any material damaged by Construction Operations.
- J. Where damaged Trees cannot realistically be repaired or replaced, pay Owner, as Liquidated Damage, value of Trees as determined by Council of Tree & Landscape Appraisers and as distributed by International Society of Arboriculture. Copies can be obtained from Society at Box 71, Urbana, IL 61801.

1.15 PROTECTING EXISTING SUBGRADE

- A. Contractor shall protect against damage, existing Subgrade and Earthwork provided under this Contract.
- B. Where necessary to accomplish required protection, provide additional Temporary Fill or other approved Cover over Work to be protected.

1.16 PROTECT EXISTING STRUCTURES

- A. Contractor shall protect against damage, existing building parts not scheduled for repair or remodel under this contract.
- B. Where necessary to accomplish required protection, provide additional Temporary barricades, cushioning, or other approved Cover over material to be protected.

1.17 ASBESTOS

- A. Building Materials Containing Asbestos have been found in this building in the past. By this notice, the Contractor and the Sub-contractors, and their workers, are asked to be aware of the possible presence of Asbestos Bearing Materials and if found, or even suspected, to immediately stop work in the area, and notify the Architect and the Owners Capital Project Manager, Kurt von der Ehe, of the location and condition. A separate independent contract will be issued by the Owner to have the suspected material tested and if needed removed or encapsulated.
- B. The Contractor and Sub-contractors, and their workers shall be extremely careful when working around any asbestos or encapsulated asbestos materials, and take any necessary precautions to avoid disturbing the asbestos or the encapsulation materials. If the asbestos or the encapsulation is disturbed, immediately stop work in the area, and notify the Engineer and the Owners Capital Project Manager of the location and condition.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.
- F. Schedule of Values
- G. Payments for products stored off site.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions and Document 00 7300 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.03 SUBMITTALS

- A. Submit a preliminary draft to the Architect 3 weeks prior to the submittal for the first Application. The purpose preliminary draft is to confirm the level of detail required by the Design Team. The Contractor is to make adjusted requested by the Architect. The level of detail may include values as separate lines (entities) for each Specification Section. The Architect will not review any Application submitted until changes requested by the Architect to the preliminary draft have been incorporated.

1.04 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
 - 1. The purpose of the preliminary draft is to confirm the level of detail required by the Design Team, and the Contractor is to make adjustments as requested. The Architect will not review any Application submitted until changes requested by the Architect to the preliminary draft have been incorporated.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
 - 1. Each major Work Item.
 - 2. Each subcontracted Work Item. For each major Subcontract (i.e. mechanical, electrical and plumbing), list products and operations of that Subcontract as separate line items.
 - 3. Any Products to be stored, for which separate payments will be requested.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.
- H. Round off values to nearest dollar.
- I. Sum of values listed shall equal total Contract Sum.
- J. Substantiating Data: When requested by Architect, submit justifying Substantiating Data and Line Item Amounts in question.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly.
- B. Use Form AIA G702.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work. Include individual line items for change orders involving multiple items.
- H. Submit one digital copy in PDF format of each Application for Payment.
- I. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 2. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- K. Submit Applications for Payment to Architect at times stipulated below.
- L. When Architect finds Application properly completed and correct, Architect will transmit 3 copies of Certificate for Payment to Owner for approval of payment, with one copy to Contractor, and one retained for files.

1.06 PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE

- A. When delay or added cost to Owner can be avoided by storing Products off Site, Owner will make payment to Contractor for said Products provided that
- B. Contractor shall:
 - 1. Locate Storage Facilities within 20 miles of the Architect's Office or the Project Site.
 - 2. Make Storage Facilities available for Architect's visual inspection.
 - 3. Segregate and label Stored Products for specified Project.
 - 4. Assume all risk for loss.
 - 5. Assume responsibility for exceeding Product "Shelf-Life".
 - 6. Protect Stored Products and provide applicable Insurance against their damage, discoloration, and theft, listing the Owner and any Mortgagee as Additional Named Insured.
 - 7. Submit itemized Inventory and Schedule of Values for Stored Products together with Certificate of Insurance.
 - 8. Submit payment requests to Owner as part of Contractor's regular Progress Payment Request.
 - 9. Reimburse Owner for damages sustained if Stored Products are not delivered to Jobsite when needed.
 - 10. Submit to Owner, with copy to Architect, a written Waiver of Lien insuring Owner against claims for unpaid Storage Costs.
 - 11. Upon receipt of payment from Owner, prepare and issue to Owner, with a copy for Architect, and any Mortgagee, a Bill of Sale for Stored Products.

1.07 PREVAILING WAGE PAYMENT CERTIFICATION

- A. Submit Prevailing Wage Payment Certification Forms as required by Section 00 7343.

1.08 APPLICATION PAYMENT SCHEDULE

- A. Within 15 Days, following Owner's approval of payment of in-order Application for Payment, the Owner will:
 - 1. Until Substantial Completion, pay Ninety-Five Percent (95%) as defined in General Conditions during the previous month, as estimated by Architect.
- B. After execution of Certificate of Substantial Completion, and within 15 days, following Owner's approval of payment of the next in-order Application for Payment, the Owner will pay:
 - 1. Balance due under Contract, excluding a Retainage Amount of at least \$1,000, or double the estimated value of uncompleted and/or unacceptable portions of Work, whichever is the greater amount.
- C. Thirty (30) days after final inspection and acceptance by Owner, and within 15 days following Owner's approval of payment of final in-order Application for Payment, the Owner will pay:
 - 1. Balance due under Contract, provided Work be then fully completed and Contract be then fully performed.

1.09 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a Construction Change Directive document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a Proposal Request document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 calendar days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.

- c. Overhead and profit.
- d. Justification for any change in Contract Time.
- e. Credit for deletions from Contract, similarly documented.
- 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.10 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.
- C. Section 01 6023 - Substitution Request Form

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.
- B. Substitutions: See General Conditions for definition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
 - a. Substitution Request Information:

- 1) Indication of whether the substitution is for cause or convenience.
 - 2) Issue date.
 - 3) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 4) Description of Substitution.
 - 5) Reason why the specified item cannot be provided.
 - 6) Differences between proposed substitution and specified item.
 - 7) Description of how proposed substitution affects other parts of work.
- b. Impact of Substitution:
- 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
1. Section 00 2113 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submit Substitution Request Form in Section 01 6023.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
1. Submit Substitution Request Form in Section 01 6023.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.
- D. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.
 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

1.04 CONSTRUCTION ORGANIZATION & START-UP

- A. Responsible Parties:
 - 1. Immediately following Contract execution, Owner will and Contractor shall identify who, within their respective organizations, will be responsible for Project Coordination.
- B. The Contractor shall establish on-site Lines of Authority and Communications including the following:
 - 1. Schedule attendance at Preconstruction Meeting and schedule and conduct Progress Meetings as specified in Section 01 3000.
 - 2. Establish procedures for Intra-project Communications including:
 - a. Submittals.
 - b. Reports & Records.
 - c. Recommendations.
 - d. Coordination Drawings.
 - e. Schedules.
 - f. Resolution of Conflicts.
 - 3. Technical Documents Interpretation:
 - a. Consult with Architect to obtain interpretation.
 - b. Assist in resolution of questions or conflicts which may arise.
 - c. Transmit written interpretations to Subcontractors and to other concerned parties.
 - 4. Permits & Approvals:
 - a. Verify that Subcontractors have obtained required Permits and Inspections for Work and for Temporary Facilities.
 - 5. Control use of Site:
 - a. Supervise Field Engineering and Project Layout.
 - b. Allocate Field Office Space and Work and Storage Areas for use of each Subcontractor.

1.05 COORDINATING SUBCONTRACTORS' WORK

- A. Coordinate the Work of all Subcontractors and make certain that, where the Work of one Trade is dependent upon the Work of another Trade, the Work first installed is properly placed, installed, aligned, and finished as specified or required to properly receive subsequent Materials applied or attached thereto.
- B. Direct Subcontractors to correct defects in Substrates they install when Subcontractors of subsequent Materials have a reasonable and justifiable objection to such surfaces.
- C. Do not force Subcontractors to apply or install Products to improperly placed or improperly finished Substrates that would result in an unsatisfactory or unacceptable finished Product.

1.06 COORDINATING WORK WITH WORK OF OWNER OR OTHER CONTRACTS

- A. Coordinate, and make certain that, where Work of either party is dependent upon the other party, the Work first performed is properly placed, installed, aligned, and finished as required to permit the proper installation of the Work following.
- B. If the Owner's Work in any way interferes with the Contractor's Work, so notify the Owner sufficiently in advance so that the Owner has reasonable time to make necessary adjustments.
- C. If the Contractor's Work in any way interferes with Owner's Work, so notify the Owner as soon as possible. If the Contractor's Work must be modified to accommodate the Owner's Work, except as described elsewhere in this Specification, the Contract Sum and/or the Contract Time will, when necessary be adjusted by a Change Order.

1.07 CLOSE-OUT DUTIES

- A. Mechanical & Electrical Equipment start-up:
 - 1. Coordinate check-out of Utilities, Operational Systems, and Equipment.
 - 2. Assist in initial start-up and testing.
 - 3. Record starting dates of Systems and Equipment operation.
- B. At completion of Work of each Subcontract, conduct inspection to assure that:
 - 1. Work is acceptable.
 - 2. Specified cleaning has been accomplished, and Temporary Facilities and Debris has been removed from Site.
- C. Substantial Completion:
 - 1. Conduct inspection and prepare list of Work to be completed or corrected.
 - 2. Assist Architect in review of contractor's inspection list and generation of substantial completion punch list.
 - 3. Supervise correction and completion of Work as established in Architect's Observation Reports and substantial completion punch list.
 - 4. Apply for and receive Final Occupancy Permit from Building Department.
 - 5. Complete submittal of Operations and Maintenance Manuals.
 - 6. Complete submittal of Record Drawings.
 - 7. Complete Owner Training.
- D. Final Completion:
 - 1. Assist Architect in checking that all identified deficiencies have been corrected.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.

4. Contractor's Superintendent.
 5. Major Subcontractors .
- C. Agenda:
1. Introductions.
 2. Execution of Owner-Contractor Agreement.
 3. Submission of executed bonds and insurance certificates.
 4. Description of Project
 5. Distribution of Contract Documents.
 6. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 7. Designation of personnel representing the parties to Contract, Owner and Architect.
 8. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - a. Written Change Order requests required
 - b. Supporting back-up will be required for all Change Orders
 - c. Mark-up limitations on Change Orders (See General Conditions Article 7.1.4)
 - d. Processing time required
 - e. Applications for Payment
 - 1) Use AIA documents G702 and G703 latest edition
 - 2) Wage certifications to be submitted separately directly to the Owner
 9. Scheduling, start date and date of substantial completion.
 10. Building permit status.
 11. Prevailing wage requirements.
 12. Public Agency submittal of RESPONSIBILITY DETERMINATION FORM to Construction Contractor's Board.
 13. Communications.
 14. Role of Owner's Project Manager.
 15. Submittals required per Contract Documents.
 16. MSDS Information
 17. Waste management procedures
 18. Environmental quality requirements
 19. Hazardous materials
 20. Construction activities, working hours, use of site and building.
 21. Staging and temporary parking areas.
 22. Temporary facilities and utilities.
 23. Request for information and clarification of design
 24. Correction of Defects.
 25. Periodic on-site progress meetings.
 26. Safety and Emergency Procedures.
 27. Verify that Contractor's Mandatory Drug Testing Program is in place.
 28. Daily Clean-up
 29. Project Closeout, substantial completion, final completion.
 30. Record drawings and Operations and Maintenance Manuals
 31. Tour of Project by Owner's staff and guests (if applicable)
 32. Additional Comments
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 OWNER'S PROGRESS MEETINGS

- A. The Owner will schedule and administer meetings periodically throughout progress of the Work at maximum weekly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Coordination of work of this package with ongoing work of other packages at each site.
 - 12. Maintenance of quality and work standards.
 - 13. Effect of proposed changes on progress schedule and coordination.
 - 14. Other business relating to work.
- E. Record minutes and distribute copies within five days after meeting to participants, with digital copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification sections, the Contractor shall convene a pre-installation meeting prior to commencing work of that section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect minimum four days in advance of meeting date.
- D. The Contractor shall be responsible to prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. The Contractor shall be responsible to record minutes and distribute copies within four days after meeting to participants, with copies to Architect, Owner's Project Manager, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.05 SUBMITTALS FOR REVIEW

- A. Unless otherwise approved by the Architect, except for samples, all submittals will be transmitted between the Architect, Contractor and Owner in digital format using the Architect's Newforma web based software license. The Architect will provide one training session to the Contractor on how to use the Newforma software if needed. There are no licensing fees for the Contractor's use of this software on this project.
- B. When the following are specified in individual sections, submit them for review:

1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
 5. Other information required in individual specification sections.
- C. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- D. Product Data:
1. Clearly mark each copy to identify pertinent Products.
 2. Show performance characteristics and capacities.
 3. Show dimensions, field dimensions, and required clearances.
 4. Show wiring and piping diagrams, and controls.
 5. Show standard schematic drawings and diagrams:
 - a. Modify to delete information not applicable to Work.
 - b. Supplement standard information to provide information specifically applicable to Work.
 - c. Assure that any photo copied material is clearly legible or provide all original material.
- E. Samples will be reviewed for aesthetic, color, or finish selection.
- F. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other information required in individual specification sections.
 8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other information required in individual specification sections.
 6. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; two of which will be retained by Architect.

1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.
3. Show full range of color, texture & pattern.

3.09 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Transmit each submittal with a copy of approved submittal form.
- C. Transmit each submittal with a transmittal form that clearly describes submittal contents and the quantity of items delivered.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Architect at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Notify Architect in writing, at submission time, of any deviations in Submittals from Contract Document requirements.
- L. Provide space for Contractor and Architect review stamps.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- O. Submittals not requested will not be recognized or processed.
- P. Submit Shop Drawings, Product Data, and Samples only for those Items specifically required. The Architect will not be obligated to review Shop Drawings, Product Data, or Samples other than those required by the Contract Documents.
- Q. Perform no Work or Fabrication requiring Submittal until Architect approves Submittal.

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.
- C. Construction progress schedule, three week look ahead.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary: Work sequence.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit schedules as a PDF file to the Architect and Owner.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. PDF Sheet Size: Format digital files for printing out in 11 x 17 inches or 22 x 34 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- J. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.

- B. Identify the first work day of each week.

3.04 THREE WEEK LOOK AHEAD SCHEDULE

- A. Each week during construction, provide companion schedule to master project schedule to look ahead three weeks. Provide increased detail as requested by the Owner or Architect to clearly show the work planned for the upcoming weeks.
- B. Distribute at the beginning of each weekly project meeting.

3.05 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.06 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

3.07 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 3553
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, guard service, and submittals for construction worker background checks.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: use of premises and occupancy.
- B. Section 01 5000 - Temporary Facilities and Controls: Temporary lighting.

1.03 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program in coordination with Owner's existing security system at project mobilization.
- C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

1.04 ENTRY CONTROL

- A. Restrict entrance of persons into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Contractor shall keep a Daily Log that includes the following information:
 - 1. Date and weather conditions;
 - 2. Names of employees working on site;
 - 3. Subcontractor names with number of employees;
 - 4. Work accomplished;
 - 5. Detailed description of materials delivered to site;
 - 6. Vendors; and,
 - 7. Any accidents or altercations on site.
- D. Contractor shall make Daily Log available to Owner on request and turn in Daily Log to Contract Administrator at end of project.
- E. Owner will control entrance of persons related to Owner's operations.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Submittals.
- C. References and standards.
- D. Control of installation.
- E. Tolerances.
- F. Control of installation.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2019).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2022.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2019.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2021.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. OSSC - Oregon Structural Specialty Code, latest edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the

Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of

surfaces and installation, and quality of workmanship as applicable, and to initiate instructions when necessary.

- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
 - 2. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

END OF SECTION

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Security requirements.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.
- F. Project identification sign.
- G. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 5100 - Temporary Utilities.
- B. Section 01 3553 - Security Procedures.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.

1.04 TEMPORARY UTILITIES - SEE SECTION 01 5100

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain portable toilet facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, remove portable toilet facilities from construction site.

1.06 BARRIERS

- A. Provide barriers to protect workers on the site and the public against injury.
- B. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- C. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- F. Traffic Controls: Provide as required to maintain safe working environment for Owner and Contractor personnel using the site.

1.07 TEMPORARY FIRE PROTECTION

- A. Provide and maintain necessary facilities and equipment to safeguard Project against Fire Damage.

1.08 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.09 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.10 SECURITY - SEE SECTION 01 3553

1.11 VEHICULAR ACCESS AND PARKING

- A. The Owner allows for construction access and parking on the Owner's property as designated by the Owner. In collaboration with the Owner, Contractor will establish a construction access parking strategy that does not interrupt public or personnel access to building.
- B. Personal vehicles in use by the contractor and all subcontractors will require a parking pass displayed in vehicle windows. Contractor to obtain parking pass from Owner's Contract Administrator.
- C. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- D. Provide and maintain access to fire hydrants, free of obstructions.
- E. Use designated drop off and delivery areas for short term parking only.
- F. Repair existing facilities damaged by use, to original condition.
- G. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.12 MATERIAL STORAGE SPACE

- A. Maintain within Project Limits in accordance with Architect's and Owner's instructions. Do not block exitways or overload structure.

1.13 WASTE REMOVAL

- A. Contractor shall not use existing site waste or recycling facilities.
- B. Encourage the separation of waste materials and sorting and disposal at a local recycling center.
- C. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- D. Provide containers with lids. Remove trash from site periodically.
- E. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.14 PROJECT IDENTIFICATION

- A. A project sign is not required for this project.
- B. No other signs are allowed without Owner permission except those required by law.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.

1.03 CONSERVATION

- A. It is the Owner's practice to utilize natural resources responsibly. Exercise appropriate energy and water conservation measures at all times.

1.04 TEMPORARY ELECTRICITY

- A. Cost of Energy: By Owner.
- B. Connect to Owner's existing power service.
 - 1. Do not disrupt Owner's need for continuous service.
 - 2. Exercise measures to conserve energy.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- D. Permanent convenience receptacles may be utilized during construction.
- E. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
- F. Contractor is to provide any special electrical connections at existing electric panels or wall outlets for equipment used on the project.

1.05 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Owner.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
 - 1. Exercise measures to conserve water.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 1000 - Summary: Lists of products to be removed from existing building.
- C. Section 01 1000 - Summary: Identification of Owner-supplied products.
- D. Section 01 2500 - Substitution Procedures: Substitutions made during and after the Bidding/Negotiation Phase.
- E. Section 01 4000 - Quality Requirements: Product quality monitoring.
- F. Section 01 6023 - Substitution Request Form

1.03 REFERENCE STANDARDS

- A. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute; current listings at www.greenguard.org.
- B. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2000.
- C. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

1.04 SUBMITTALS

- A. Proposed Products List: Submit list of major products that comply with the specifications and are proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Subcontract Award Notice.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.
- C. Packaging:
 - 1. Where Contractor has the option to provide one of the listed products or equal, preference shall be given to products with minimal packaging and easily recyclable packaging as defined in ASTM D5834.
 - 2. Maximize use of source reduction and recycling procedures outlined in ASTM D5834.
- D. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.
 - 5. Result in less construction waste.
 - 6. Are made of vegetable materials that are rapidly renewable.
 - 7. Have a published GreenScreen Chemical Hazard Analysis.
 - 1. LEED Submittals: Manufacturers certification demonstrating percentage of material that is mined, extracted or recovered as well as manufactured and assembled within 500 miles. Submit LEED New Product Source form with all support material for all products per section 01 35 16.05.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.
- B. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. Substitutions
 - 1. Notify Architect when Contractor is aware of materials, equipment, or products that meet the aesthetic and programmatic intent of Contract Documents, but which are more environmentally responsible than materials, equipment, or products specified or indicated in the Contract Documents.
- F. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- H. Each request for substitution approval shall include:
 - 1. Identity of Product for which substitution is requested; include Specification Section.
 - 2. Identity of substitution; include complete Product description, drawings, photographs, performance and test data, and any other information necessary for evaluation.
 - 3. Identify compliance with any described LEED product requirements.
 - 4. Quality comparison of proposed substitution with specified product.
 - 5. Changes in other Work required because of substitution.
 - 6. Effect on construction progress schedule.
 - 7. Cost of proposed substitution compared with specified product.
 - 8. Any required license fees or royalties.
 - 9. Availability of maintenance service.
 - 10. Source of replacement materials.
- I. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.
- J. Architect will be sole judge of acceptability of any proposed substitution.

3.02 SUBSTITUTIONS AFTER CONTRACT AWARD

- A. Approval will be granted only when:
 - 1. Specified Product cannot be delivered without Project delay, or
 - 2. Specified Product has been discontinued, or
 - 3. Specified Product has been replaced by superior Product, or
 - 4. Specified Product cannot be guaranteed as specified, or
 - 5. Specified Product will not perform properly, or
 - 6. Specified Product will not fit within designated space, or
 - 7. Specified Product does not comply with governing codes, or
 - 8. Substitution will be clearly in Owner's interest.
- B. Architect will issue Change Order authorizing approved substitutions and revising Contract Sum where appropriate.

3.03 CONTRACT COMPLIANCE

- A. Substitution approval does not relieve Contractor from responsibility for proper execution of the Work and for compliance with other Contract requirements.

3.04 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.05 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.06 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.

- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 6023
SUBSTITUTION REQUEST FORM**

SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.01 SUBMIT TO: PIVOT ARCHITECTURE, 44 WEST BROADWAY #300, EUGENE OR 97401-3038

1.02 PROJECT: HOMES FOR GOOD SERVICE CENTER SECURITY FENCE

1.03 SPECIFIED ITEM:

- A. SECTION NAME AND NUMBER: _____
- B. PRODUCT TYPE AND NAME AND MODEL: _____
- C. PARAGRAPH AND PRODUCT DESCRIPTION: _____

1.04 PROPOSED SUBSTITUTION:

- A. MANUFACTURER AND MODEL NUMBER(S): _____
- B. PRODUCT DESCRIPTION: _____
- C. Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identification of applicable data portions. Attached data also includes description of changes to Contract Documents the proposed substitution requires for proper installation.

1.05 UNDERSIGNED CERTIFIES FOLLOWING ITEMS, UNLESS MODIFIED BY ATTACHMENTS, ARE CORRECT:

- A. Proposed substitution does not affect dimensions shown on the drawings.
- B. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
- C. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
- D. Maintenance and service parts are available locally or readily obtainable for proposed substitution.

1.06 UNDERSIGNED FURTHER CERTIFIES FUNCTION, APPEARANCE, AND QUALITY OF PROPOSED SUBSTITUTION ARE EQUIVALENT OR SUPERIOR TO SPECIFIED ITEM.

1.07 UNDERSIGNED FURTHER CERTIFIES THAT THE MANUFACTURER OF THE PROPOSED SUBSTITUTION IS AWARE OF THIS SUBSTITUTION REQUEST AND AGREES TO THE STATEMENTS NOTED ABOVE.

1.08 UNDERSIGNED AGREES THAT THE TERMS AND CONDITIONS FOR SUBSTITUTIONS FOUND IN BIDDING DOCUMENTS APPLY TO THIS PROPOSED SUBSTITUTION.

1.09 SUBMITTED BY:

- A. NAME: _____ SIGNATURE: _____
- B. FIRM NAME: _____
- C. FULL MAILING ADDRESS: _____
- D. PHONE: _____ E-MAIL: _____

1.10 FOR USE BY ARCHITECT OR ENGINEER

- A. APPROVED OR APPROVED AS NOTED BY: _____
- B. NOT APPROVED BY: _____
- C. RECEIVED TOO LATE: _____
- D. REMARKS: _____
- E. DATE OF RESPONSE: _____

END OF SECTION

**SECTION 01 6023
SUBSTITUTION REQUEST FORM**

SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.01 SUBMIT TO: PIVOT ARCHITECTURE, 44 WEST BROADWAY #300, EUGENE OR 97401-3038

1.02 PROJECT: HOMES FOR GOOD SITE FENCE

1.03 SPECIFIED ITEM:

- A. SECTION NAME AND NUMBER: _____
- B. PRODUCT TYPE AND NAME AND MODEL: _____
- C. PARAGRAPH AND PRODUCT DESCRIPTION: _____

1.04 PROPOSED SUBSTITUTION:

- A. MANUFACTURER AND MODEL NUMBER(S): _____
- B. PRODUCT DESCRIPTION: _____
- C. Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identification of applicable data portions. Attached data also includes description of changes to Contract Documents the proposed substitution requires for proper installation.

1.05 UNDERSIGNED CERTIFIES FOLLOWING ITEMS, UNLESS MODIFIED BY ATTACHMENTS, ARE CORRECT:

- A. Proposed substitution does not affect dimensions shown on the drawings.
- B. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
- C. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
- D. Maintenance and service parts are available locally or readily obtainable for proposed substitution.

1.06 UNDERSIGNED FURTHER CERTIFIES FUNCTION, APPEARANCE, AND QUALITY OF PROPOSED SUBSTITUTION ARE EQUIVALENT OR SUPERIOR TO SPECIFIED ITEM.

1.07 UNDERSIGNED FURTHER CERTIFIES THAT THE MANUFACTURER OF THE PROPOSED SUBSTITUTION IS AWARE OF THIS SUBSTITUTION REQUEST AND AGREES TO THE STATEMENTS NOTED ABOVE.

1.08 UNDERSIGNED AGREES THAT THE TERMS AND CONDITIONS FOR SUBSTITUTIONS FOUND IN BIDDING DOCUMENTS APPLY TO THIS PROPOSED SUBSTITUTION.

1.09 SUBMITTED BY:

- A. NAME: _____ SIGNATURE: _____
- B. FIRM NAME: _____
- C. FULL MAILING ADDRESS: _____
- D. PHONE: _____ E-MAIL: _____

1.10 FOR USE BY ARCHITECT OR ENGINEER

- A. APPROVED OR APPROVED AS NOTED BY: _____
- B. NOT APPROVED BY: _____
- C. RECEIVED TOO LATE: _____
- D. REMARKS: _____
- E. DATE OF RESPONSE: _____

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Requirements for forming openings in existing construction for all work including mechanical and electrical work.
- D. Pre-installation meetings.
- E. Cutting and patching.
- F. Surveying for laying out the work.
- G. Cleaning and protection.
- H. Starting of systems and equipment.
- I. Demonstration and instruction of Owner personnel.
- J. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- K. General requirements for maintenance service.
- L. Substantial completion
- M. Final Completion
- N. Additional fees for delays in completing work

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- F. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.

- e. Effect on work of Owner or separate Contractor.
 - f. Written permission of affected separate Contractor.
 - g. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 3. Indoors: Limit conduct of especially noisy interior work to 5 pm to 8 am.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate occupancy requirements.
- C. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- D. Notify affected utility companies and comply with their requirements.
- E. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- F. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- H. Coordinate completion and clean-up of work of separate sections.
- I. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.07 CONTRACTOR'S FULL TIME SUPERVISION OF THE WORK

- A. Contractor shall provide an on-site project superintendent to be present full time whenever work is occurring on site.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Promptly notify Architect of any discrepancies discovered.
- B. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Grid or axis for structures.
- C. Periodically verify layouts by same means.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. The stability and integrity of the existing structure during demolition and selective demolition shall be maintained at levels generally acceptable within the construction industry by the use of temporary bracing, shoring, and underpinning until the proposed structure modifications are completed. In no case shall the existing structure be allowed to become unsafe during construction.
- B. The design, installation, and removal of shoring and bracing systems required to provide temporary support of the existing structure during construction shall be the responsibility of the Contractor and shall be designed to support the dead, live, soil, earthquake, and wind loads that may be imposed on the structure during construction in accordance with industry standards and generally accepted engineering principals. Provide the services of a registered professional engineer to design these systems when required by Oregon State Statute and the building code.
- C. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- D. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
 - 2. Provide appropriate temporary signage including signage for exit or building egress.
- E. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- F. Comply with regulatory requirements for Alteration Work:
 - 1. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection .
 - 2. Obtain required permits from authorities.
 - 3. Do not close or obstruct egress from any building exit or site exit.
 - 4. Do not disable or disrupt building fire or life safety systems without 3 days' prior written notice to Owner.
 - 5. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered. Stop all work in the area and notify the Owner's representative.
 - a. Owner will provide verification, abatement, and removal as required to complete the Work.
- G. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.

3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- H. Services (Including but not limited to Plumbing, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Mark location and termination of utilities.
 2. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 3. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruption of existing utilities, as acceptable to the Owner
 4. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 5. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 6. Verify that abandoned services serve only abandoned facilities.
 7. Remove abandoned pipe and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- I. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.
 5. Cover finish floors to remain.
 6. Use only rubber tired vehicles for conveying materials in building.
- J. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- K. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- L. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.

- 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- M. Clean existing systems and equipment.
- N. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- O. Clean remaining structure, equipment and facilities of all dirt, dust, and debris caused by demolition work. Return areas to conditions existing prior to the start of the work.
- P. Do not begin new construction in alterations areas before demolition is complete.
- Q. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Sawcutting:
 - 1. Employ experienced sawcutting contractor to make all holes, or slab and pavement cutting shown in drawings for architectural, structural, mechanical and electrical work.
 - 2. Do not use water saws in occupied areas, unless otherwise approved.
 - 3. Cut openings square and plumb with sharp edges. Minimize overcutting at corners.
 - 4. Verify location of existing utilities in work area and make proper precautions to protect, disconnect and relocate, or terminate services as directed.
- K. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

4. Patch and repair any wall and ceiling locations where existing electrical and voice/data outlet and junction boxes are removed or abandoned within the work area.
 5. Patch and repair any wall locations where existing wall covering has been removed within the work area.
 6. Patch and repair any wall locations where existing wall base has been removed within the work area.
 7. Patch and repair any wall locations where existing equipment, accessories, hardware or other surface mounted elements have been removed within the work area.
- L. Maintain adequate Temporary Support necessary to assure structural integrity of affected Work.
 - M. Protect other portions of Project Work against damage and discoloration.
 - N. Protect Work exposed by cutting against damage and discoloration.
 - O. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - P. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
 - Q. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean interior floors in accordance with flooring manufacturer instructions.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.

- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

3.15 SUBSTANTIAL COMPLETION

- A. Notify Architect when work is considered ready for Substantial Completion.
- B. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- C. Complete all required maintenance work prior to the date of substantial completion.
- D. When Contractor considers Work substantially complete, as defined in General Conditions, submit to the Architect:
 - 1. Written notice that Work, or designated portion thereof, is substantially complete.
 - 2. List of Items to be completed or corrected.
 - 3. Copy of Final or Temporary Occupancy Permit.
- E. Architect will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- F. Should Architect determine that Work is not substantially complete:
 - 1. Architect will promptly notify Contractor in writing, giving reasons therefore.
 - 2. Contractor shall remedy Work deficiencies, and send second notice of substantial completion to Architect.
 - 3. Architect will review the corrected work.
- G. When Architect concurs that Work is substantially complete, Architect will:
 - 1. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Architect.
 - 2. Submit Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- H. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- I. Notify Architect when work is considered finally complete.
- J. Complete items of work determined by Architect's final inspection.

3.16 FINAL ACCEPTANCE

- A. When Contractor considers Work complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Contractor has inspected Work for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and Systems have been tested in presence of Owner's Representative and are operational.
 - 5. Work is complete and ready for final inspection.
- B. Architect will, as soon as possible thereafter, make an observation visit to the site to determine completion status.
- C. Should Architect consider Work incomplete or defective:

1. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
 2. Contractor shall immediately remedy deficiencies, and send second written certification to Architect that Work is complete.
 3. Architect will review the corrected Work.
- D. When Architect finds Work acceptable under Contract Documents, Architect will request Contractor to make closeout submittals.

3.17 ADDITIONAL FEES FOR DELAYS IN COMPLETING THE WORK

- A. Architect will make 2 visits to the project site, one at Substantial Completion and one at Final Completion.
- B. Should Architect be required to make more than the stated 2 final site visits due to Contractor's failure to correct specified deficiencies:
1. Owner will compensate Architect for additional services.
 2. Owner will deduct Architect's compensation amount from Contractor's final payment as follows:
 - a. Principal's time at \$150.00 per hour.
 - b. Employees' time at \$95.00 per hour.
 - c. Consultant employees and Others at 1.1 times the direct cost incurred.
 - d. Charges will be made for necessary travel time, commercial air fare, auto expense computed at 55 cents per mile, room and board, and all other expenses incurred in making inspections.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Substantial Completion will not commence before the Operations and Maintenance Manuals, Warranties, and the Record Drawings are submitted in accordance with Section 01 7000.
- B. Project Record Documents: Submit documents to Architect Prior to Substantial Completion.
- C. Operation and Maintenance Data:
 - 1. Submit one paper copy of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return the one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 30 days prior to scheduled date of substantial completion. This copy will be reviewed and returned , with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit one digital copy in PDF file format via cloud, email, dropbox, or other web-based document sharing platform, and three (3) paper sets of revised final documents in final form prior to date of Substantial Completion.
 - 5. Either the draft copy or the final copy of the O&M manuals must be on the project site during any of the operator training scheduled for the project.
- D. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
 - 4. Submit three digital copies in PDF file format on CD or DVD discs, and [three] paper sets of final documents prior to date of Substantial Completion.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.

3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Maintenance of documents and samples.
1. Store in Contractor's Field Office apart from Documents used for Construction.
 2. Provide Files, Shelving and Cabinets necessary to safely and securely store Documents and Samples.
 3. Maintain Documents in a clean, dry, legible, and good order.
 4. Do not use Record Documents for Construction Purposes.
 5. Make Documents available at all time for Architect's inspection
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Store record documents separate from documents used for construction.
- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- G. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 2. Field changes of dimension and detail.
 3. Details not on original Contract drawings.
- H. Originals of all approved inspections, including final inspection, submitted to Contractor Administrator.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.

- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. In addition to requirements called for in other sections of this manual, provide the following:
- B. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Include color coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- G. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- H. Provide servicing and lubrication schedule, and list of lubricants required.
- I. Include manufacturer's printed operation and maintenance instructions.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- L. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Digital O&M Manuals: In addition to binders described below, prepare manuals as PDF documents organized similar to the printed manuals. Copy to one or more properly labeled CD or DVD discs.
 1. Searchable PDF files are preferred when possible. Table of Contents and any divider pages in these PDF files must be searchable.
 2. Digital copies of O&M Manuals must be organized by section.
- F. Paper & 3 Ring Binder O&M Manuals: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

- G. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- H. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- I. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- J. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- K. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- L. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- M. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- N. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Photocopies of warranties and bonds.
- O. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- P. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and when required have been notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

3.07 EVIDENCE OF PAYMENTS & RELEASE OF LIENS

- A. Contractor shall submit the following:
 - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G-706. A copy of this Form is bound in the Appendix Section of this manual.
 - 2. Contractor's Affidavit of Release of Liens, AIA Document G-706A, bound in the Appendix Section of this manual, including the following:
 - a. Consent of Contractor's Surety to Final Payment, AIA Document G-707, bound in the Appendix Section of this manual.
 - b. Contractor's Release or Waiver of Liens.
 - c. Separate releases or waivers of lien for Subcontractors, Suppliers, and others with lien rights against Owner's Property, together with list of those parties.
 - 3. Duly sign and execute all Submittals, before delivery to Architect.

3.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

- A. Wage Certification: Section 00 7343 and 01 2000.
- B. Building Official's Certificate of Electrical Inspections.
- C. Building Official's Certificate of Occupancy.

3.09 SPARE PART & MAINTENANCE MATERIAL SUBMITTALS TO OWNER

- A. All spare parts and extra material are to be delivered to the owner prior to the date of substantial completion. Provide written confirmation of delivery, noting quantity and description as well as storage location. Obtain written acceptance from Owner for receipt of stored items.
- B. Specific Requirements: See Specifications Sections.
- C. Products: Identical to those included in Project Work.
- D. Storage Location: Where directed by Owner.
- E. Required Submittals: See Specification Sections.

3.10 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Architect, including the following:
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Other adjustments.
 - c. Deductions for uncompleted Work.
 - d. Deductions for Reinspection Payments.
 - 3. Copies of all original receipts submitted to Contract Administrator.
 - 4. Total Contract Sum, as adjusted.
 - 5. Previous Payments.
 - 6. Sum remaining due.
- B. Architect will prepare and issue final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

3.11 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in Section 01 2000.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of built site elements.
- C. Selective demolition of building elements for alteration purposes.
- D. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1100 Summary of Work
- B. Section 01 5000 Temporary Facilities and Controls
- C. Section 01 6000 Product Requirements
- D. Section 01 7329 Cutting and Patching
- E. Section 01 7700 Closeout Procedures
- F. Section 01 1000 - Summary: Sequencing and staging requirements.
- G. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- H. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- I. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- J. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. See the Drawings for extent of demolition.
- B. Remove items indicated, for salvage, relocation, recycling, and to prepare the identified interior building areas for work shown on drawings.
- C. Remove paving and curbs as required to accomplish new work.
- D. Remove fences and gates.
- E. Remove other items indicated, for salvage, relocation, and recycling.
- F. Fill excavations, open pits, and holes in ground areas generated as result of removals, using compacted fill.
- G. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill _____.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.

1. Obtain required permits.
 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 3. Provide, erect, and maintain temporary barriers and security devices.
 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 6. Do not close or obstruct roadways or sidewalks without permit.
 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- F. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- G. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.
- H. Conform to applicable regulations relating to environmental requirements, disposal of debris, and noise control.
- I. Burning not permitted.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.

2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
- C. Services (Including but not limited to Electrical and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Concrete reinforcement.
- C. Joint devices associated with concrete work.
- D. Miscellaneous concrete elements, including equipment pads, equipment pits, and fence and gate post bases.
- E. Concrete curing.
- F. Sawcutting and removal of existing concrete.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
- C. ACI 301 - Specifications for Concrete Construction; 2020.
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- E. ACI 305R - Guide to Hot Weather Concreting; 2020.
- F. ACI 306R - Guide to Cold Weather Concreting; 2016.
- G. ACI 308R - Guide to External Curing of Concrete; 2016.
- H. ACI 318 - Building Code Requirements for Structural Concrete; 2019, with Errata (2021).
- I. ACI 347R - Guide to Formwork for Concrete; 2014, with Errata (2017).
- J. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.
- K. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2018.
- L. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2018.
- M. ASTM C150/C150M - Standard Specification for Portland Cement; 2021.
- N. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2016.
- O. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- P. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019.
- Q. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2019.
- R. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2017.
- S. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2018.
- T. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2018.
- U. OSSC - Oregon Structural Specialty Code, latest edition.

1.04 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
 - 1. Type: Deformed billet-steel bars.
 - 2. Finish: Unfinished, unless otherwise indicated.
- B. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type II modified with maximum alkali content of 0.6 percent .
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Slag: Ground Granulated Blast-Furnace Slag; ASTM C989, Grade 100 or 120.
- E. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement. Calcium chloride is not allowed.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
- E. Water Reducing Admixture: ASTM C494/C494M Type A.

2.05 BONDING AND JOINTING PRODUCTS

- A. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.
 - 1. Material: ASTM D1751, cellulose fiber.

2.06 CURING MATERIALS

- A. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound, that dissipates within 3 to 5 weeks; complying with ASTM C309, Type 1.
 - 1. Ensure compatibility with Hardeners, Sealers, or Coatings specified in Section 03 3511.
- B. Water: Potable, not detrimental to concrete.

2.07 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.

1. Replace as much Portland cement as possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
 2. Supplier is responsible for achieving or exceeding concrete design strengths.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
 1. Use accelerating admixtures in cold weather only when approved by Architect. Use of admixtures will not relax cold weather placement requirements.
 2. Use set retarding admixtures during hot weather only when approved by Architect.
- D. Add air entraining agent to normal weight concrete mix for horizontal work exposed to exterior.
- E. Normal Weight Concrete:
 1. At exterior concrete paving, and curbs:
 - a. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 2500 psi.
 - b. Fly Ash or Slag Content: Minimum 15 percent and maximum 25 percent of cementitious materials by weight.
 - c. Water-Cement Ratio: Maximum 38 percent by weight.
 - d. Total Air Content: 6 percent, per ASTM C 173 plus or minus 1-½%, of Concrete Volume.
 - e. Maximum Slump: 3 inches.
 - f. Maximum Aggregate Size: ¾ inch.

2.08 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.
- C. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Verify that Surfaces to receive Vapor Barrier are clean, solid, free of projections and otherwise properly prepared.
- D. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- E. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Notify Architect not less than 48 hours prior to commencement of placement operations.
- C. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- D. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting. Where a roughened construction joint is indicated in the drawings, roughen joint to minimum 1/4 inch amplitude.

3.05 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
 - 1. Install where indicated on drawings, and wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.
- D. Load Transfer Construction and Contraction Joints: Install load transfer devices as indicated; saw cut joint at surface as indicated for contraction joints.
- E. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.

3.06 CONCRETE FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Finish surface of concrete to grade and cross section with a bull float. Trowel smooth, finish with a fine haired broom, and score as required. Touch up finish of adjacent score joints as required for a consistent finish between joints as necessary. Light brooming shall be transverse to the direction of travel. "Picture framing" at score joints is not acceptable.

3.07 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
 - 1. Slabs and Floors To Receive Adhesive-Applied Flooring: Curing compounds and other surface coatings are usually considered unacceptable by flooring and adhesive manufacturers. If such materials must be used, either obtain the approval of the flooring and adhesive manufacturers prior to use or remove the surface coating after curing to flooring manufacturer's satisfaction.
 - 2. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-fog spray, or saturated burlap.

- a. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.
 - b. Spraying: Spray water over floor slab areas and maintain wet.
 - c. Saturated Burlap: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place.
3. Final Curing: Begin after initial curing but before surface is dry.
- a. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

3.08 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.09 PROTECTION

- A. Do not permit traffic over unprotected concrete surface until fully cured.

END OF SECTION

SECTION 05 5000
METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel and aluminum items, including:
 - 1. Metal Bollards
- B. Steel Pedestal for Gate Access Hardware

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Placement of metal fabrications in concrete.

1.03 REFERENCE STANDARDS

- A. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2020.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- C. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2021a.
- D. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2021.
- E. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2021.
- F. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.
- C. Installation manual, where applicable.

1.05 QUALITY ASSURANCE

- A. Design Bollard and attachment details under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Pipe: ASTM A53/A53M, Grade B Schedule 40, hot-dip galvanized finish.
- B. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.

2.02 FABRICATED ITEMS

- A. Vehicle Impact Bollards: Steel pipe not less than 4" in diameter, concrete filled, crowned cap, as detailed; galvanized finish.

2.03 MANUFACTURERS

- A. Steel Pedestal for Gate Access:
 - 1. Manufacturers: Pedestal Pro (pedestalpro.com)
 - a. Products:
 - 1) Building Basement Door Access - Carbon Steel Low Profile Pedestal, factory finish powder coat: Black

- 2) Vehicle Access Gate - Carbon Steel Gooseneck Pedestal, factory finish powder coat: Black

2. Substitutions: See Section -1 6000 - Product Requirements

2.04 FINISHES - STEEL

- A. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Obtain approval prior to site cutting or making adjustments not scheduled.
- C. For Steel Pedestal for Gate Access Hardware, install per manufacturers instructions. Coordinate exact location with Architect and Owner.

END OF SECTION

SECTION 10 4400
FIRE PROTECTION SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire Department lock box.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Installation Instructions: Indicate surface mounting options for masonry veneer wall.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 FIRE DEPARTMENT LOCK BOX

- A. Manufacturer:
 - 1. KNOXBox www.knoxbox.com/
- B. Model: KNOXBox 3200 Series - Surface Mounted, Black.
- C. Key to master key system of fire department having jurisdiction at building site.
- D. Surface mount on wall near pedestrian gate on existing masonry veneer wall, no higher than 72" above grade, where directed by Architect.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify mounting options to masonry veneer before starting work.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and Eugene Springfield Fire Department requirements.

END OF SECTION

**SECTION 26 0500
COMMON WORK RESULTS FOR ELECTRICAL**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Basic Requirements.
 - 2. Detailed Requirements.
 - 3. Coordination.
 - 4. Quality Assurance.
 - 5. Codes, Ordinances, & Permits.
 - 6. Common requirements for electrical installation.
 - 7. Excavating & Backfilling.
 - 8. Painting.
 - 9. Cleaning & Rubbish

1.03 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit shop drawings, wiring diagrams, and descriptive literature on all equipment furnished in this contract. Contractor shall "approve" shop drawings as specified in Division 1 prior to submitting to Engineer for approval. Shop drawing submittals shall comply with Division 1 requirements.
 - 2. Make submittals as soon as practicable after the signing of the contract. Shipment shall not be released until drawings and literature have been finally approved.
 - 3. Shop drawings shall be checked by the Contractor for shape, dimensions, and details of attachment to the construction before submittal. Submitted shop drawings will be presumed to have been so checked by the Contractor.
 - 4. The literature shall be complete, giving materials, gauges, weights, finishes, etc..
 - 5. Wiring diagrams shall be furnished for all communication and control systems under this contract.
- B. Test reports: Submit written installation test reports for review and approval immediately after testing has been satisfactorily completed.
- C. Acceptance certificates: Submit written manufacturer, testing agency and/or local Code authority acceptance certificates with project closeout documentation.
- D. Warranty: Submit a written warranty statement detailing all system and equipment warranties.
- E. Operation & Maintenance Instructions:
 - 1. Refer to Division 1 for submittal and training requirements.
 - 2. Furnish approved digital operation and maintenance instruction booklets covering each listed item of equipment installed under this contract. These booklets shall provide complete instructions on the proper operation, use and periodic maintenance, together with the source of replacement parts and service for the item of equipment covered.
 - 3. Operation and maintenance manuals shall include copies of test reports, acceptance certificates and warranty information.
 - 4. In addition to the foregoing, the Contractor shall demonstrate to the Owner's designated personnel the use of the systems listed herein and shall furnish digital copies of a general operation procedure.
 - 5. After final acceptance of all work and occupancy of the building, the Contractor shall have on the job, a qualified representative to make final adjustments of electrical systems and to instruct the Owner's representative in operating procedures, adjustment, and

maintenance of system components, and to acquaint the Owner's representative with locations and functions of circuit breakers, fuses, switches, control devices, etc.

- F. Record Drawings:
 - 1. Refer to Division 1 for submittal requirements.
 - 2. Contractor to furnish one (1) paper set of contract documents for the Contractor's use in recording actual locations of equipment, devices, routing of conduits and locations of pull boxes for the following facilities:
 - a. All branch circuit wiring
 - b. Voice/data conduit system
 - c. Empty conduits for use by others
 - 3. The information shall be neatly marked and the prints delivered to the Architect.
- G. Contractor's Warranty:
 - 1. All work shall be warranted to be free of defects and to function properly for one year from the date of substantial completion. Defects appearing within the warranty period shall be repaired to the satisfaction of the Architect/Engineer. Refer to Division 1 for additional requirements.
 - 2. The warranty shall not obligate the Contractor for failure resulting from accident or from improper operation or care on the part of the Owner.

1.04 BASIC REQUIREMENTS

- A. Extended warranties and manufacturer based warranties shall diligently study and compare all contract documents and shall be signed by the warranty holder and promptly report to the Architect/Engineer any discrepancies or deficiencies discovered by or made known to the Contractor.
- B. Discrepancies: Whenever a discrepancy or inconsistency exists between related information indicated on the contract drawings and/or specifications (such as differences between product descriptions and catalog numbers) this contractor shall obtain additional clarification and direction from the Architect/Engineer before proceeding. For bidding purposes, this contractor shall include the labor and materials necessary to comply with the alternative that results in the greatest cost to the Contract.
- C. Deficiencies: The Contractor and subcontractors shall resolve all known deficiencies and inadvertent omissions, including non-compliance with applicable codes, with the Architect/Engineer prior to ordering materials or proceeding with the work. Any work performed prior to receipt of instruction from the Architect/Engineer will be done so at the Contractor's risk.
- D. Manufacturer's Catalog Numbers: Product series, model, or catalog numbers, whether indicated on drawings or specifications, shall not be considered complete. This Contractor shall not order any product based solely upon the stated catalog number. Furnish products including accessories and options necessary to match the full product description and its intended purpose and application based on all information available from the contract documents.

1.05 DETAILED REQUIREMENTS

- A. Equipment and material specifications are minimum general requirements.
- B. In cases where construction requirements and/or special features not mentioned are stated in subsequent sections, on the drawings, or by local Code, the higher standard shall apply.
- C. Coordinate rough-in work and other electrical provisions for complete installation of the access control system with owner's separate security system contractor.
- D. Electrical installations shall not hinder the regular maintenance of or replacement of existing equipment.

1.06 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.

2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 3. To allow right of way for piping and conduit installed at required slope.
 4. So connecting raceways, cables, and wireways will be clear of obstructions and of the working and access space of other equipment.
- B. Prior to bidding, this contractor shall determine conduit and cabling routings, including the means and methods of installation, maximum feeder/branch-circuit lengths, pull boxes, junction boxes, conduit bodies, fittings, and any other related work in accordance with the contract documents and the applicable building codes.

1.07 QUALITY ASSURANCE

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."
- B. Tests & Adjustments
1. Contractor shall perform at their own expense, except for electrical energy, any tests that the Architect/Engineer may order to prove the performance of any device(s) and/or equipment supplied under this contract.
 2. Such tests will be limited to non-destructive test and will involve only direct reading(s) of the parameter(s) involved, i.e., actual trip rating or time delay of a circuit breaker may be required but coordination study is beyond the scope of this requirement.
 3. Provide adjustments such as branch circuit re-arranging, circuit breaker trip settings, final selection of fuse sizes, motor starter overload element settings, and the like that may be indicated by the tests and/or to suit equipment to be installed.

1.08 CODES, ORDINANCES, & PERMITS

- A. All governmental codes and ordinances that are applicable and in effect at the time and location of this work are hereby referenced as an integral part of the specification to establish minimum standards of design detail, materials, and workmanship. Extra payment will not be allowed for work or changes required by local code enforcement authorities and/or utility companies. This is not to preclude the establishment of non-conflicting higher standards as may be specified herein and/or indicated on the drawings. In case of conflict between any of the standards established herein and a governmental code or ordinance, refer to the Architect/Engineer and obtain instructions before proceeding with the work involved.
- B. Apply for, obtain, and pay for required permits and certificates of inspection
- C. Particular attention is directed to:
1. National Electrical Code
 2. Local electric wiring ordinances
 3. IEEE National Electrical Safety Code
 4. Oregon Electrical Specialty Code (OESC)
 5. Oregon Energy Efficiency Specialty Code (OEESC)
 6. Oregon Structural Specialty Code (OSSC)
 7. Oregon Administrative Requirements (OARs)

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. In all Division 26 Part 2 articles where titles introduce lists, the following requirements apply to product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified or prior approved product substitution. No product manufacturer will be accepted after this bid unless approved through a contractual change or written acceptance by Engineer. See "Substitutions" article herein.

2.02 PROPRIETARY REFERENCES

- A. Except where there is indication to the contrary, the intent of this specification is to be open to all brand names and suppliers that offer equipment that complies with the stated requirements of capacity, function, quality configuration, size, shape, and operating characteristics that are compatible with the design objectives of the system and interfacing equipment.
- B. Stated requirements are minimum in the case of unit output and maximum in the case of input requirements.
- C. The perceived operational limitations and maintenance requirements as well as the availability of suitable maintenance support will be evaluated in comparison to competing equipment as an important factor in deciding if an item of equipment is acceptable or not acceptable.
- D. The product manufacturers listed are manufacturers that are believed to be producers of like equipment or materials and locally represented, with service capability and otherwise meeting the requirements of the contract documents. Reference to a brand name is not to be construed as a representation that the named supplier actually has available the equipment or materials that meet the detailed requirements of the contract documents.
- E. Details of construction, control, or operation that are proprietary and not significant to the Owner's utilization of the equipment will not be used as a basis for qualifying or disqualifying any equipment.

2.03 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least 10 days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. Refer to Division 1 for additional requirements.
- C. If the Engineer approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the contract award unless specifically provided in the contract documents.

2.04 UL LABEL

- A. All materials, devices, etc. installed under this contract shall bear the UL label, or be UL listed as applicable except those specified items not covered by existing UL Standards.

PART 3 EXECUTION

3.01 BUILDING CONSTRUCTION

- A. Refer to the general construction drawings, which are bound with the drawings of this work, for construction details, elevations, etc.

3.02 INSPECTION OF SITE

- A. Determine information regarding existing construction by the site inspection prior to bidding.
- B. By submitting a bid for this work, contractor agrees they have inspected the existing site and familiarized themselves with existing conditions and how they relate to the contract documents.

3.03 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Examine the site and all the drawings before proceeding with the layout and installation of this work. Verify all door swings and clearances to cabinets, etc. before locating switch and outlet boxes. Locate conduits, boxes, etc., essentially as shown on the drawings, but in exact layout determined on the job to suit actual conditions. Locate work so it does not interfere with access to service for any equipment. Confer and cooperate with other trades on the job so all parts will be installed in proper relationship. Precise location of parts to coordinate with other work is the responsibility of the Contractor.
- B. Obtain and follow manufacturer's installation instructions in the installation of all electrical equipment. Observe all restrictions imposed by the equipment manufacturer, UL label, NEC, or other applicable code in regard to setting; anchoring; hanging; clearances; electric, magnetic or thermal separation; shielding; weather and moisture protection. In case of conflict between the specifications herein and instructions or code governing the installation, notify the Architect/Engineer and receive his instructions before proceeding.
- C. Arrange exposed work as closely as practicable to wall or ceiling surfaces and in accurate alignment with exposed features of structure and/or trim. Locate concealed work so fittings, connectors, and other projections will clear surfaces. Where the option of more than one material is given, selection shall be confined to those which may be properly installed.
- D. Install all work in a neat and orderly manner by workers thoroughly qualified in the trade or duties they are to perform. Rough work will be rejected.
- E. The Contractor is responsible for correct size and location of chases, slots, and openings require and will be liable for any cutting or patching made necessary by their failure to make proper arrangements in this respect.
- F. Maintain a competent full-time superintendent on the job to oversee and coordinate work with other trades, receive instructions from the Architect/Engineer, make layout of work to suit actual conditions, and to satisfy requirements of the drawings, specifications, and good workmanship.

3.04 EXCAVATING & BACKFILLING

- A. Provide excavating and backfilling necessary for installation of this work.
- B. Dig trenches to proper depth, graded for fall and to give solid bearing for each length of conduit or wire. Underground conduit or wire shall not be covered until inspected and the installation approved.
- C. Trenches under the building and under concrete slabs around the building shall be backfilled with mechanically tamped sand to level with surrounding earth. Dirt backfill shall not be used for these trenches.
- D. Before starting any excavation, use every reasonable means (examination of drawings, check with local utility companies and completed site work, local inquiry and check of surface indications) to determine the presence of underground piping, wiring, etc. in the area to be excavated. If such are, or are suspected to be existing, obtain instructions from the Architect/Engineer before proceeding.
- E. Contractor shall verify, smooth or refill and reseed any settlement areas or mounded areas of trenching after one winter.

3.05 PAINTING

- A. Exposed electrical work in finished areas will require painting unless noted otherwise.
- B. Protect the manufacturer's finish on equipment that is so finished. Clean and/or touch-up as necessary to repair damage at the end of the job.
- C. Paint exposed work installed under this contract with suitable primer and two coats of approved enamel, colors as specified or directed.

3.06 CLEANING & RUBBISH

- A. During the work, keep the premises clear of unnecessary accumulation of debris.

- B. Plug or cap open ends of conduits to prevent the entrance of dirt and/or moisture during construction. Protect boxes, panel enclosures, etc. against the entrance of mortar, plaster, moisture, and other foreign material during construction, and thoroughly clean these spaces before pulling wires, and again, if necessary, before installing covers of fronts.
- C. On completion of the work, remove all rubbish and debris resulting from the work or the work of subcontractors and dispose of same.
- D. All equipment, fixtures, etc. shall be thoroughly cleaned of accumulated dust, plaster, or other dirt and left in a satisfactory condition for use.

END OF SECTION

**SECTION 26 0519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- C. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).
- C. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- E. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2021.
- F. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
- G. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.
- I. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.
- J. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.
- K. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70/ICEA S-95-658.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductors for Grounding and Bonding: Also comply with Section 26 0526.
- H. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
- I. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20A, 120 V circuit longer than 100 ft (30 m): 10 AWG. for voltage drop.
- J. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.
 - 2. Aluminum Building Wire (only where specifically indicated or permitted for substitution): Type XHHW-2.

2.04 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

2.05 ACCESSORIES

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated without specific routing, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
 - 5. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Support cables according to Section 26 0529 "Hangers and Supports for Electrical Systems."
- G. Install conductors with a minimum of 6-inches (15 cm) of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced

conductors.

- L. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.02 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

**SECTION 26 0526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding.
- C. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- C. NEMA GR 1 - Ground Rod Electrodes and Ground Rod Electrode Couplings 2017.
- D. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

1.04 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Comply with UL 467 for grounding and bonding materials and equipment.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - 2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
- E. Grounding Electrode System:

1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 2. Ground Rod Electrode(s):
 - a. Provide single electrode unless otherwise indicated or required.
 - b. Space electrodes not less than 10 feet (3.0 m) from each other and any other ground electrode.
 3. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
- F. Grounding for Separate Building, Structure, or Equipment Supplied by Feeder(s) or Branch Circuits:
1. Provide grounding electrode system for each separate building, structure, and equipment located remote from the building.
 2. Provide equipment grounding conductor routed with supply conductors.
 3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.
 4. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.
- G. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
 - b. Where bare copper conductors are used for grounding systems, they shall comply with the following:
 - 1) Solid Conductors: ASTM B 3.

- 2) Stranded Conductors: ASTM B 8.
 - 3) Tinned Conductors: ASTM B 33.
 - 4) Bonding Cable: 28 KCMIL, 14 strands of No. 17 AWG conductors, 1/4 inch in diameter.
 - 5) Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6) Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7) Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
 3. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
 4. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Ground Rod Electrodes:
1. Comply with NEMA GR 1.
 2. Material: Copper-bonded (copper-clad) steel.
 3. Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70.
 1. Outdoor Installations: Unless otherwise indicated, install with top of rod 2 inches (50 mm) below finished grade.
 2. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 3. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- F. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.

2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - a. Applications:
 - 1) Underground connections(except at test wells and as otherwise indicated.
 - 2) Connections to structural steel.
4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - a. Applications:
 - 1) Pipe and equipment grounding conductor terminations.

G. Identify grounding and bonding system components in accordance with Section 26 0553.

3.02 EQUIPMENT GROUNDING:

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.03 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for additional requirements.

B. Tests and Inspection: After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions
2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - a. Perform ground electrode resistance tests under normally dry conditions.
Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
3. Prepare dimensioned drawings locating each ground rod, ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
 - a. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
4. Prepare test and inspection reports. Report measured ground resistances that exceed the following values:
 - a. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 - b. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
5. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.
6. Grounding system will be considered defective if it does not pass tests and inspections.

END OF SECTION

**SECTION 26 0529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.
- B. Construction requirements for concrete bases

1.02 RELATED REQUIREMENTS

- A. Section 26 0533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 26 0533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. MFMA-4 - Metal Framing Standards Publication 2004.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
 - 1. Comply with MFMA-4.
 - 2. Channel Material:
 - a. galvanized steel.
 - 3. Minimum Channel Dimensions: 1-5/8 inch (41 mm) width by 13/16 inch (21 mm) height.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
 - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use screw anchors.
 - 3. Solid or Grout-Filled Masonry: Use screw anchors.
 - 4. Hollow Masonry: Use toggle bolts.
 - 5. Hollow Stud Walls: Use toggle bolts.
 - 6. Steel: Use beam clamps complying with MSS SP-96.
 - 7. Sheet Metal: Use sheet metal screws.
 - 8. Wood: Use Fasten with lag screws or through bolts.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
 - 1. Strength and support assemblies: where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
 - 2. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs, IMCs, and RMCs as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
 - 3. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 4. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 5. Use slotted-channel racks attached to substrate to support equipment surface-mounted on hollow stud walls and nonstructural building surfaces.
 - 6. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.

7. Unless otherwise indicated, mount floor-mounted equipment on properly sized 3 inch (80 mm) high concrete pad constructed in accordance with Section 03 3000 and as specified in this section.
 8. Securely fasten floor/pad mounted equipment. Do not install equipment such that it relies on its own weight for support.
 9. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.
 10. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

3.02 FIELD QUALITY CONTROL

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

**SECTION 26 0533.13
CONDUIT FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. Flexible metal conduit (FMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Electrical metallic tubing (EMT).
- F. Rigid polyvinyl chloride (PVC) conduit.
- G. Conduit fittings.
- H. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems.
 - 1. Includes additional requirements for fittings for grounding and bonding.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.
- D. Section 26 0533.16 - Boxes for Electrical Systems.
- E. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC) 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2020.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit 2018.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2013.
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- H. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.
- I. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2021.
- J. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 1 - Flexible Metal Conduit Current Edition, Including All Revisions.
- L. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.
- M. UL 360 - Liquid-Tight Flexible Metal Conduit Current Edition, Including All Revisions.
- N. UL 514B - Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.
- O. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.
- P. UL 797 - Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.
- Q. UL 1242 - Electrical Intermediate Metal Conduit-Steel Current Edition, Including All Revisions.

1.04 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
 - 1. Under Slab on Grade: Use rigid PVC conduit.
 - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
 - 3. Where rigid polyvinyl (PVC) conduit is provided, transition to intermediate metal conduit (IMC) where emerging from underground.
- D. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- E. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- F. Interior, Damp or Wet Locations: Use intermediate metal conduit (IMC).
- G. Exposed, Interior, Not Subject to Physical Damage, Located within unfinished spaces(mechanical rooms/storage rooms): Use electrical metallic tubing (EMT).
- H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
- I. Exposed, Exterior: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
- J. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use intermediate metal conduit (IMC).
- K. Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit.
 - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
 - 3. Maximum Length: 6 feet (1.8 m) unless otherwise indicated.
 - 4. Vibrating equipment includes, but is not limited to:
 - a. Motors.
- L. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

2.02 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
 - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel.
 - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
 - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel.
 - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.05 FLEXIBLE METAL CONDUIT (FMC)

- A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel.

2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel.

2.07 ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel.
 - 3. Connectors and Couplings: Use compression (gland) or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- B. Fittings:
 - 1. Manufacturer: Same as manufacturer of conduit to be connected.
 - 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.
- G. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. When conduit destination is indicated without specific routing, determine exact routing required.
 - 3. Conceal all conduits unless specifically indicated to be exposed.
 - 4. Install raceways square to enclosures and terminate with locknuts.
 - 5. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - c. Within joists in areas with no ceiling.
 - 6. Unless otherwise approved, do not route conduits exposed:
 - a. Across floors.
 - b. Across roofs.
 - c. Across top of parapet walls.
 - d. Across building exterior surfaces.
 - 7. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 - 8. Arrange conduit to maintain adequate headroom, clearances, and access.
 - 9. Arrange conduit to provide no more than the equivalent of three 90 degree bends between pull points.
 - 10. Arrange conduit to provide no more than 150 feet (46 m) between pull points.
 - 11. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
 - 12. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
 - c. Flues.
 - 13. Arrange stub-ups so curved portions of bends are not visible above finished surface.
- H. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Support conduits within 12 inches of connected enclosure.
- I. Connections and Terminations:
 - 1. Use approved conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.

3. Use suitable adapters where required to transition from one type of conduit to another.
 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 5. Terminate threaded conduits in boxes and enclosures using threaded hubs for dry locations and raintight hubs for wet locations.
 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
 8. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- J. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
- K. Underground Installation:
1. Provide trenching and backfilling to accommodate the electrical work. Patch and repair paving and landscaping to match pre-existing conditions.
 2. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 24 inches (610 mm).
 3. Provide underground warning tape in accordance with Section 26 0553 along entire conduit length.
- L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 3. Where conduits are subject to earth movement by settlement or frost.
- M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- N. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches (300 mm) at each end.
- O. Provide grounding and bonding in accordance with Section 26 0526.

3.02 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Correct deficiencies and replace damaged or defective conduits.

3.03 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.04 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

**SECTION 26 0533.16
BOXES FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Underground boxes/enclosures.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 0533.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013 (Reaffirmed 2020).
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. SCTE 77 - Specifications for Underground Enclosure Integrity 2017.
- G. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for floor boxes and underground boxes/enclosures.
- B. Project Record Documents: Record actual locations for outlet and device boxes, pull boxes, and underground boxes/enclosures.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use raised covers suitable for the type of wall construction and device configuration where required.
 4. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 5. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 6. Minimum Box Size, Unless Otherwise Indicated:
 - a. 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size
- C. Underground Boxes/Enclosures:
1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
 2. Size: As indicated on drawings.
 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches (300 mm).
 4. Provide logo on cover to indicate type of service.
 5. Cover Finish: Nonskid finish shall have minimum coefficient of friction of .50.
 6. Applications:
 - a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 8 load rating.
 - b. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
 7. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
 - a. Manufacturers:
 - 1) Hubbell Incorporated; Quazite Products: www.hubbellpowersystems.com/#sle.
 - 2) MacLean Highline: www.macleanhighline.com/#sle.
 - 3) Oldcastle Precast, Inc: www.oldcastleprecast.com/#sle.
 - 4) Armorcast Products Company.
 - 5) Carson Industries LLC.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

- F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted to be surface mounted.
- G. Box Locations:
 - 1. Unless dimensioned, box locations indicated are approximate.
 - 2. Locate boxes so that wall plates do not span different building finishes.
 - 3. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
 - 4. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0533.13.
- H. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Do not support boxes by conduit alone.
- I. Install boxes plumb and level.
- J. Install boxes as required to preserve insulation integrity.
- K. Underground Boxes/Enclosures:
 - 1. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
 - 2. Unless otherwise indicated, install enclosure on gravel base, minimum 6 inches (150 mm) deep. Grade base from 1/2-inch sieve to No4 sieve and compact to same density as adjacent undisturbed earth.
 - 3. Flush-mount enclosures located in concrete or paved areas.
 - 4. Mount enclosures located in landscaped areas with top at 1 inch (25 mm) above finished grade.
 - 5. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
 - 6. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.
- L. Close unused box openings.
- M. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- N. Provide grounding and bonding in accordance with Section 26 0526.
- O. Identify boxes in accordance with Section 26 0553.

3.02 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.03 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

**SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.

1.02 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.03 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs 2011 (Reaffirmed 2017).
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels 2011 (Reaffirmed 2017).

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
 - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
 - 2. Do not install identification products until final surface finishes and painting are complete.

1.05 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.
- B. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components. Provide unique identification for all branch loads served.
 - a. Panelboards:
 - 1) Use typewritten circuit directory in location provided by panelboard manufacturer to identify load(s) served for panelboards with a door. Identify spares and spaces.
- C. Identification for Conductors and Cables:
 - 1. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - a. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

- 1) Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 - 2) Colors for 208/120-V Circuits:
 - (a) Phase A: Black.
 - (b) Phase B: Red.
 - (c) Phase C: Blue.
 - 3) Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
2. Use underground warning tape to identify underground circuits.
- D. Identification for Raceways:
1. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify conduits at each end. Identify purpose and termination location.
 2. Use underground warning tape to identify underground raceways.
- E. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
 2. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
 - a. For exposed boxes in public areas, use only identification labels.

2.02 IDENTIFICATION LABELS

- A. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 - a. Use only for indoor locations.
 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- B. Format for Equipment Identification:
1. Minimum Size: 1.5 inches (38 mm) by 3 inches (76 mm).
 2. Legend:
 - a. System designation where applicable:
 - 1) Emergency Power System: Identify with text "EMERGENCY".
 - 2) Fire Alarm System: Identify with text "FIRE ALARM".
 - b. Equipment designation or other approved description.
 - c. Other information as indicated.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height:
 - a. System Designation: 1/2 inch (13 mm).
 - b. Equipment Designation: 1/2 inch (13 mm).
 - c. Other Information: 1/4 inch (6 mm).
 5. Color:
 - a. Normal Power System: White text on black background.

2.03 VOLTAGE MARKERS

- A. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- B. Minimum Size:
1. Markers for Equipment: 1 1/8 by 4 1/2 inches (29 by 110 mm).
 2. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches (29 by 110 mm).
 3. Markers for Junction Boxes: 1/2 by 2 1/4 inches (13 by 57 mm).
- C. Legend:
1. Markers for Voltage Identification: Highest voltage present.

- D. Color: Black text on orange background unless otherwise indicated.

2.04 UNDERGROUND WARNING TAPE

- A. Materials: Use non-detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Non-detectable Type Tape: 6 inches (152 mm) wide, with minimum thickness of 4 mil (0.1 mm).
- C. Legend: Type of service, continuously repeated over full length of tape.
- D. Color:
 - 1. Tape for Buried Power Lines: Black text on red background.
 - 2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, drawings, shop drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout project.
- C. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 3. Elevated Equipment: Legible from the floor or working platform.
 - 4. Interior Components: Legible from the point of access.
 - 5. Conduits: Legible from the floor.
 - 6. Boxes: Outside face of cover.
 - 7. Conductors and Cables: Legible from the point of access.
- D. Install identification products centered, level, and parallel with lines of item being identified.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- G. Install underground warning tape above buried lines with one tape per trench at 6 inch(es) (mm) below finished grade.
- H. Mark all handwritten text, where permitted, to be neat and legible.
- I. Conductors To Be Extended in the Future: Attach write-on tags to conductors and list source.
- J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. Equipment To Be Labeled:
 - 1. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a self-adhesive, engraved, laminated acrylic or melamine label.
 - 2. Enclosures and electrical cabinets.

3.03 FIELD QUALITY CONTROL

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

**SECTION 32 1313
CONCRETE PAVING**

PART 1 GENERAL

1.01 SUMMARY

- A. This Work consists of the construction of Portland cement concrete sidewalks, curbs, and equipment pedestals.
 - 1. The Portland cement concrete shall be constructed on a prepared underlying course in accordance with Specifications and Drawings and shall conform to the dimensions and typical cross section as shown on the plans.
 - 2. All sidewalks and ramps shall be constructed to American's with Disabilities Act (ADA) standards.

1.02 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.
- C. Batch Tickets: For each load of concrete.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Meet requirements of Standard Specifications, and applicable requirements of City of Eugene.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 PRODUCTS

2.01 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed; ferrous and epoxy coated.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."
- D. Provide where shown on drawings.

2.02 CONCRETE MATERIALS

- A. Concrete that will receive pedestrian traffic: Concrete shall be ready-mixed conforming to Section 03 3000, CAST-IN-PLACE CONCRETE, and shall have a minimum compressive strength of 2,500 psi at 28 days.

2.03 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.04 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.05 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to the City of Eugene Construction Standards and Specifications and drawing details as applicable.

2.06 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to the City of Eugene Standard Specifications. Furnish batch certificates for each batch discharged and used in the Work.

2.07 CONCRETE MIX DESIGN

- A. As specified in Section 03 3000 CAST-IN-PLACE CONCRETE

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.03 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.04 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness to match jointing of existing adjacent concrete pavement.
- E. Tools:
 - 1. Score Joint Tool: CF303 Brass Hand Groover, CC303 Walking Pole Groover and 3/8-inch radius edger, all from Kraft Corporation, or approved equal.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.05 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.06 FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Finish surface of concrete to grade and cross section with a bull float. Trowel smooth, finish with a fine haired broom, and score as required. Touch up finish of adjacent score joints as required for a consistent finish between joints as necessary. Light brooming shall be transverse to the direction of travel. "Picture framing" at score joints is not acceptable.

3.07 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these methods.

3.08 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
- B. Elevation: 1/4 inch.
- C. Thickness: Plus 3/8 inch, minus 1/4 inch.
- D. Surface: Gap below 10-foot-long, unlevelled straightedge not to exceed 1/4 inch.
- E. Joint Spacing: 3 inches.
- F. Contraction Joint Depth: Plus 1/4 inch, no minus.
- G. Joint Width: Plus 1/8 inch, no minus.

3.09 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

**SECTION 32 1713
PARKING BUMPERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precast concrete parking bumpers and anchorage.

1.02 REFERENCE STANDARDS

- A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.
- B. ASTM C150/C150M - Standard Specification for Portland Cement; 2021.
- C. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- D. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete; 2017a.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide unit configuration, dimensions.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Parking Bumpers: Precast concrete, complying with the following:
 - 1. Nominal Size: 6 inches high, 8 inches wide, 6 feet long.
 - 2. Profile: Manufacturer's standard.
 - 3. Cement: ASTM C150/C150M, Portland Type I - Normal; white color.
 - 4. Concrete Materials: ASTM C330/C330M aggregate, water, and sand.
 - 5. Reinforcing Steel: ASTM A615/A615M, deformed steel bars; unfinished, strength and size commensurate with precast unit design.
 - 6. Air Entrainment Admixture: ASTM C260/C260M.
 - 7. Concrete Mix: Minimum 5,000 psi compressive strength after 28 days, air entrained to 5 to 7 percent.
 - 8. Use rigid molds, constructed to maintain precast units uniform in shape, size and finish. Maintain consistent quality during manufacture.
 - 9. Embed reinforcing steel, and drill or sleeve for two dowels.
 - 10. Cure units to develop concrete quality, and to minimize appearance blemishes such as non-uniformity, staining, or surface cracking.
 - 11. Minor patching in plant is acceptable, providing appearance of units is not impaired.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install units without damage to shape or finish. Replace or repair damaged units.
- B. Install units in alignment with adjacent work.
- C. Fasten units in place with 2 dowels per unit.

END OF SECTION

SECTION 32 3100
ORNAMENTAL CANTILEVER GATE SYSTEM

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The contractor shall provide all labor, materials and appurtenances necessary for installation of the industrial ornamental cantilever gate system.

1.02 RELATED WORK

- A. Section 03 3000 - Cast-In-Place Concrete

1.03 SYSTEM DESCRIPTION

- A. The manufacturer shall supply a total industrial ornamental cantilever gate system including all components (i.e., tracks, uprights, bracing, pickets, hardware, fittings, and fasteners) required.

1.04 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- C. ASTM B221 – Aluminum and Aluminum Alloy Extruded Bars, Shapes and Tubes
- D. ASTM D523 - Test Method for Specular Gloss.
- E. ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- F. ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- G. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- H. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- I. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- J. ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.

1.06 SUBMITTAL

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Design Calculations: For high wind load areas and when required by local building department for fences that are 8' tall, provide calculations for fence panels and accessory selection as well as line post spacing and foundation details. See Chain Link Fence Manufacturers Institute's Wind Load Guide 2445 (CLFMI WLG 2445) for line post and spacing guidance.
- D. Shop Drawings:
 - 1. Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
 - 2. Foundation details, concrete design mix and reinforcing schedule fencing and gate system.
- E. Manufacturer's Warranty.

1.07 PRODUCT HANDLING AND STORAGE

- A. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 - MATERIALS

2.01 MANUFACTURER

- A. Industrial Ornamental Cantilever Gates:
 - 1. Ameristar Perimeter Security, USA; Montage II Invincible Fencing:
www.ameristarfence.com
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIAL

- A. The materials used for Cantilever Gate Framing (Uprights and Diagonal Bracing) shall be manufactured from ASTM B221 Aluminum (Designation 6063-T-6) per manufacturer requirements.
- B. Provide 1" square X 16 GA. steel pickets, per manufacturer.
- C. Material for gate uprights and diagonal bracing shall be 2" square x 1/4" wall aluminum, per manufacturer.
- D. Steel material for fence posts and pickets shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft², Coating Designation G-90. Material for gate support posts shall be 4" square x 11 Ga. tubing.
- E. Suspension Rollers for enclosed tracks shall be used at each support post to track connection. Each truck assembly shall be capable of being adjusted vertically via threaded rod for fine-tune adjustment. Truck assembly shall be constructed in a way so that the primary housing for the truck rollers shall pivot via ball-bearing connection to threaded rod.

2.03 FABRICATION

- A. Gate frame uprights and diagonal bracing shall be pre-fabricated and pre-punched to accept frame fasteners. Enclosed track shall be pre-punched to accept gate uprights. Pickets shall be pre-cut to specified length and pre-drilled to accept picket to track fasteners. Posts shall be pre-cut to specified lengths.
- B. Top and bottom enclosed track extrusions shall be mechanically fastened to vertical gate uprights and intermediate supports, as required by assembly instructions. Diagonal bracing shall be mechanically fastened to vertical gate uprights and intermediate supports, as required by assembly instructions. Pickets shall be mechanically fastened to top and bottom enclosed track, as required by assembly instructions.

2.04 CONTROLS

- A. Card Reader Systems: Operator to accept signal from Card Reader System specified in Section 28 1300.
- B. Emergency vehicle access (Fire, Police, etc):
 - 1. Police Band RF operated

2.05 CONCRETE PAD FOR GATE OPERATOR

- A. Concrete: ASTM C 94/C 94M, ready-mixed; Normal Portland Cement, 2,500 psi strength at 28 days, 3 inch slump; 3/4 inch nominal sized coarse aggregate.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Make field measurements and verify locations before installation.

- B. Verify that electrical power is available and of the correct characteristics.
- C. Verify the gate operates smoothly prior to installation of operators.

3.02 INSTALLATION

- A. Install in a workmanlike manner in conformance with manufacturer's printed instructions and details.
- B. Install Gate Operator Pad in conformance with gate manufacturer's recommendations.
- C. Anchor or install electric operator on a concrete foundation. Using 1/2x4 1/2 Hilti Quick bolt concrete stud type anchors.
- D. Cut grooves in pavement, install vehicle detection loops and lead-in wires; fill grooves with loop filler.
- E. Install internal electrical wiring, conduit, junction boxes, transformers, and auxiliary components required for complete system operation.
- F. Licensed electrician must perform all electrical connections.
- G. Supply electrical power to operator through its own dedicated circuit breaker.

3.03 PREPARATION

- A. All new installation shall be laid out by the contractor in accordance with the construction plans.

3.04 GATE INSTALLATION

- A. Cantilever support posts shall be set in concrete footings with a minimum depth per manufacturer.
- B. Gate to be installed per manufacturer's gate installation instructions and per Architectural Drawings. Gate shall be installed in compliance with ASTM F2200 standards.
- C. Coordinate gate installation and operation with Motorized Gate Operator requirements.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Layout: Verify that gate installation markings are accurate to design, paying attention to gate locations, underground utilities, opening clearances, and property lines.
- C. Gates: Inspect for level, plumb, and alignment.

3.06 CLEANING AND ADJUSTING

- A. Clean up debris and unused material, and remove from the site.
- B. Adjust system components for smooth operation.
- C. Leave immediate work area neat at end of work day.
- D. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- E. Clean gate with manufacturer approved mild cleaner and clean water, rinse well.
- F. Remove mortar from exposed posts and other fencing material using a manufacturer approved solution of muriatic acid (max 10%) followed immediately by several rinses with clean water.
- G. Touch up scratched surfaces using materials recommended by manufacturer. Match touched-up paint color to factory-applied finish.

3.07 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

END OF SECTION

**SECTION 32 3111
GATE OPERATORS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Sliding Gate Operator
- B. Gate Control Equipment
- C. Gate Operator Pad

1.02 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes.
 - 3. Installation instructions.
- B. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with minimum 2 years' experience.

1.04 WARRANTY

- A. Manufacturer's 7 year warranty against material and manufacturing defects.

PART 2 - MATERIALS

2.01 PRODUCTS

- A. MANUFACTURERS
 - 1. LiftMaster [Model: CSL24UL]. www.LiftMaster.com
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MANUFACTURED UNITS

- A. Slide Gate Operators:
 - 1. Operation: Gear driven.
 - 2. Meet UL 325, UL 991, ASTM F2200, and CAS C22.2 No. 247.
 - 3. Motor:
 - a. H.P. 1/2
 - b. Volts - 120 VAC, 4 AMP
 - c. PHASE - Single
 - d. 24V DC Board
 - 4. Traveling speed: 12 inches per second.
 - 5. Battery backup: [7Ah.] [33Ah.]
 - 6. Monitoring and controls:
 - a. Monitored retro-reflective photo eyes.
 - b. Monitored small profile wired safety edge.
 - 7. Accessory Options:
 - a. "High-temperature" vehicle detection loops cut into pavement where shown on drawings.
 - b. Additional detection loops for safety and entrapment protection.
 - c. Detection loop connections.
 - d. Time delay control to close gate after entry or exit.
 - e. Control Station: Coordinate with Access Control supplier for gate operation devices.
 - f. Photo eyes on inside, outside, and at tail of sliding gates in accordance with UL325 requirements for sensing obstructions.
 - g. Painted Metal Sign: "CAUTION AUTOMATIC GATE".

- h. Additional Accessories: As recommended by manufacturer for conditions of use.

2.03 CONTROLS

- A. Card Reader Systems: Operator to accept signal from Card Reader System specified in Section 28 1300.
- B. Emergency vehicle access (Fire, Police, etc):
 - 1. Police Band RF operated

2.04 CONCRETE PAD FOR GATE OPERATOR

- A. Concrete: ASTM C 94/C 94M, ready-mixed; Normal Portland Cement, 2,500 psi strength at 28 days, 3 inch slump; 3/4 inch nominal sized coarse aggregate.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Make field measurements and verify locations before installation.
- B. Verify that electrical power is available and of the correct characteristics.
- C. Verify the gate operates smoothly prior to installation of operators.

3.02 PREPARATION

- A. All new installation shall be laid out by the contractor in accordance with the construction plans.

3.03 INSTALLATION

- A. Install in a workmanlike manner in conformance with manufacturer's printed instructions and details.
- B. Install Gate Operator Pad in conformance with gate manufacturer's recommendations.
- C. Anchor or install electric operator on a concrete foundation. Using 1/2x4 1/2 Hilti Quick bolt concrete stud type anchors.
- D. Cut grooves in pavement, install vehicle detection loops and lead-in wires; fill grooves with loop filler.
- E. Install internal electrical wiring, conduit, junction boxes, transformers, and auxiliary components required for complete system operation.
- F. Licensed electrician must perform all electrical connections.
- G. Supply electrical power to operator through its own dedicated circuit breaker.

3.04 CLEANING AND ADJUSTING

- A. Clean up debris and unused material, and remove from the site.
- B. Adjust system components for smooth operation.
- C. Leave immediate work area neat at end of work day.

3.05 CLOSEOUT ACTIVITIES

- A. Test and adjust operators for proper operation.
- B. Demonstration: Demonstrate operation and programming of operators to Owner.

END OF SECTION

SECTION 32 3119

HEAVY INDUSTRIAL STEEL ORNAMENTAL FENCE SYSTEM

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system as shown on architectural drawings.

1.02 RELATED WORK

- A. Section 03 3000 - Cast-in-Place Concrete

1.03 SYSTEM DESCRIPTION

- A. The manufacturer shall supply a total fence system. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- C. ASTM D523 - Test Method for Specular Gloss.
- D. ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- E. ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- F. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- G. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- H. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- I. ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- J. ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to start of work of this section; require attendance by affected installers

1.07 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Design Calculations: For high wind load areas and when required by local building department for fences that are 8' tall, provide calculations for fence panels and accessory selection as well as line post spacing and foundation details. See Chain Link Fence Manufacturers Institute's Wind Load Guide 2445 (CLFMI WLG 2445) for line post and spacing guidance.
- D. Shop Drawings:

1. Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
2. Foundation details, concrete design mix and reinforcing schedule fencing and gate system.

E. Manufacturer's Warranty.

1.08 PRODUCT HANDLING AND STORAGE

- A. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.09 PRODUCT WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Project Substantial Completion.
- C. All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.
- D. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS

2.01 MANUFACTURER

- A. Ornamental Security Fences and Gates:
 1. Ameristar Perimeter Security, USA; [Montage II Invincible Fencing]:
www.ameristarfence.com
 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIAL

- A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.
- B. Material for pickets shall be 1" square x 14 Ga. tubing. The rails shall be steel channel, 1.75" x 1.75" x .105". Other elements including fence posts and gate posts per manufacturer requirements as approved by Architect or Owner.

2.03 2.03 FABRICATION

- A. Fencing
 1. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.
 2. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture.
 3. The manufactured panels and posts shall be subjected to an inline electrodeposition coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat.
 - a. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm).
 - b. Color: Black
 - c. The coated panels and posts shall be capable of meeting the performance requirements per manufacturer and per ASTM F2408.
 4. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.
- B. Swing Gates

1. Swing gates shall be fabricated using 1.75" x 14ga Forerunner double channel rail, 2" sq. x 12ga. gate ends, and 1" sq. x 14ga. pickets.
 2. Gates that exceed 6' in width will have a 1.75" sq. x 14ga. intermediate upright.
 3. Weld all rail and upright intersections. Weld all picket and rail intersections.
 4. Weld gusset plates at each upright to rail intersection.
 5. Provide cable kits for additional trussing for all gate leaves over 6'.
 6. Locking hardware: Cane bolt locking hardware.
- C. Pedestrian Swing Gates
1. Pedestrian swing gates shall be self-closing, having a gate leaf no larger than 48" width.
 2. Integrated hinge-closer set (2 qty) shall be ADA compliant that shall include a variable speed and final snap adjustment with compact design (no greater than 5" x 6" footprint).
 - a. Hinge-closer set (2 qty) shall be tested to a minimum of 500,000 cycles and capable of self-closing gates up to a maximum gate weight of 260 lbs. and maximum weight load capacity of 1,500 lbs.
 - b. Hinge-closer device shall be externally mounted with tamper-resistant security fasteners, with full range of adjustability, horizontal (.5" - 1.375") and vertical (0 - .5").
 - c. Maintenance free hinge-closer set shall be tested to operate in temperatures of negative 20 F to 200 F degrees, and swings to negative 2 degrees to ensure reliable final lock engagement.
- D. Pedestrian Gate Mounted Panic Device:
1. Provide mounting accessories for a tamper and vandal proof installation of panic devices relocated or provided by Owner's Access Control contractor. Coordinate installation and locking requirements.

PART 3 - EXECUTION

3.01 PREPARATION

- A. All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

- A. Install in accordance with manufacturer's instructions and per Architectural Drawings.
- B. Set fence posts in accordance with the manufacturer recommended spacing.
- C. When cutting rails immediately seal the exposed surfaces by:
1. Removing metal shavings from cut area.
 2. Apply zinc-rich primer to thoroughly cover cut edge and drilled hole; allow to dry.
 3. Apply two coats of custom finish spray paint matching fence color.
 4. Failure to seal exposed surfaces in accordance with manufacturer's instructions will negate manufacturer's warranty.

3.03 GATE INSTALLATION

- A. Space gate posts according to the manufacturers' drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected.
1. Base type and quantity of gate hinges on the application, weight, height, and number of gate cycles.
 2. Identify the necessary hardware required for the application on the manufacturer's gate drawings.
 3. Provide gate hardware by the manufacturer of the gate and install in compliance with manufacturer's recommendations.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6.3 mm).
- B. Maximum Offset From Indicated Position: 1 inch (25.4 mm).
- C. Minimum Distance from Property Line: 6 inches (152 mm).

3.05 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Layout: Verify that fence installation markings are accurate to design, paying attention to gate locations, underground utilities, and property lines.
- C. Gates: Inspect for level, plumb, and alignment.

3.06 CLEANING

- A. Leave immediate work area neat at end of work day.
- B. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- C. Clean fence with manufacturer approved mild cleaner and clean water, rinse well.
- D. Remove mortar from exposed posts and other fencing material using a manufacturer approved solution of muriatic acid (max 10%) followed immediately by several rinses with clean water.
- E. Touch up scratched surfaces using materials recommended by manufacturer. Match touched-up paint color to factory-applied finish.

3.07 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

END OF SECTION

Appendix A

Referenced AIA Documents



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

Homes for Good
100 West 13th Avenue
Eugene, Oregon 97401

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

FILL IN THE CONTRACTOR’S INFORMATION HERE

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

Service Center Security Fence

The Architect:
(Name, legal status, address and other information)

PIVOT Architecture
44 West Broadway, Suite 300
Eugene, OR 97401
Telephone Number:

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

The parties should complete A101®–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.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 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.)

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

[] By the following date:

§ 3.3.2 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

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Zero Dollars and Zero Cents (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 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)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

No liquidated damages are provided for in the Contract Documents; however, pursuant to Section 15.1.7 of the General Conditions, Owner does not waive any claim for damages due to Contractor's failure to complete any portion of the work in the established Contract Time.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. Progress payments for the amount certified by the Contractor, and approved by the Architect, shall be made following receipt of a complete Application for Payment in accordance with ORS 279C.550 et seq. (Federal, state or local laws may require payment within a certain period of time.)~~

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Architect 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 Architect 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 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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.)

Withholding and payment of retainage shall be in accordance with ORS 279C.550 et seq

The Contractor may deposit bonds, securities, or other instruments in lieu of retainage, as provided in ORS 279C.560.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

As provided in ORS 279C.570

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract 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; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 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.)*~~

—%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

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§ 6.2 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 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- 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 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

~~(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)~~ for the agreed upon work that is completed and put the remainder of the project out for bid.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) [Section Deleted]

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- ~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- ~~.3~~
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)

~~.5~~ .3 Drawings

Number	Title	Date
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~~.6~~ .4 Specifications

Section	Title	Date	Pages
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~~.7~~ .5 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

~~8~~ **6** Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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~~9~~ **7** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:46:14 ET on 04/28/2022 under Order No. 2114241576 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Service Center Security Fence

THE OWNER:

(Name, legal status and address)

Homes for Good
100 West 13th Avenue
Eugene, Oregon 97401

A201-2017-Modified version 2020-02-18

THE ARCHITECT:

(Name, legal status and address)

PIVOT Architecture
44 West Broadway, Suite 300
Eugene, OR 97401

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

(812397900)

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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 issued by the Architect. 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 Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 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.

§ 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.

- .1 Numbering or lettering of Divisions, Sections, and paragraphs in the Specifications are merely for identification and may not be consecutive.
- .2 The Specifications are of abbreviated or streamline type, and frequently include incomplete sentences. Words such as "shall," "must," "Contractor shall" and similar mandatory phrases must be supplied by inference in the same manner as in a note on the drawings. Omission of a mandatory phrase will not relieve Contractor of the obligation to provide all products listed and perform all operations necessary to complete the Work.
- .3 Unless otherwise stated, any reference to codes, standard specifications, or other standards means the latest edition of such documents adopted as of the bid date. Where brand name products are specified and installation instructions are not included in the Contract Documents, the Contractor must install the product in accordance with each manufacturer's current specifications and written instructions.
- .4 No provision in any reference standard, standard specification, manual or code will be effective to change the privileges or obligations of the Owner, the Architect, or the Contractor, or any of their respective consultants, agents or employees, from those set forth in the Contract Documents.
- .5 The Sections of Division 1, General Requirements govern the execution of all sections of the Specifications.

§ 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 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the ~~Owner~~ Owner, Architect or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.8.1 Unless the Owner and Contractor mutually agree otherwise, the Architect is the person identified as the Initial Decision Maker.

§ 1.1.9. Additional Definitions

- .1 "Approved" means "approved by the Architect."
- .2 "As directed" means "as directed by the Architect."
- .3 "As shown" means "as indicated," "as detailed," "as noted," or words of similar construction.
- .4 "For approval" means "for the Architect's approval."
- .5 "Or approved" means "or an equivalent product that has been approved in writing by the Architect."
- .6 "N.I.C." or "NIC" means "not in Contract," and indicates a product that will be furnished and installed by the Owner, the accommodation of which must be provided for by the Contractor.
- .7 "OF/CI" or means "Owner-furnished and Contractor-installed," and indicates a product that will be furnished by the Owner, but receipt, accommodation, and installation of which must be provided for by the Contractor.
- .8 "OF/OI" or means "Owner-furnished and Owner-installed," and indicates a product that will be furnished and installed by the Owner, the accommodation of which must be provided for by the Contractor.
- .9 "Product" includes materials, systems, and equipment.
- .10 "Project Manual" means the volume which includes the Bidding Requirements, Conditions of the Contract, and Specifications.
- .11 "Provide" means "furnish and install" or "furnish labor and materials required for installation," ready for use and in accordance with the Contract Documents.
- .12 "Selected" means "selected by the Architect."

§ 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 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.

§ 1.2.4 If work is required in such a manner as to make it impossible to produce first-class work, or should discrepancies appear among Contract Documents, or if the Contractor is in doubt as to the meaning of Contract provisions, the Contractor must request interpretation from the Architect before proceeding with such work. If the

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Contractor fails to make such a request, the Contractor will bear the obligation to carry out the work in satisfactory manner.

§ 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.

§ 1.4.1 Wherever, in the Contract Documents, a product is referred to in singular number, such reference shall include as many such product as are shown on drawings or required to complete the work.

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 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 15.1.3 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.

§ 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. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the the following protocols for development, use, transmission, and exchange of digital data.

§ 1.7.1 Contractor's Use of Instruments of Service in Digital Form:

- .1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in digital form. The Contract Documents executed or identified in accordance with Subparagraph 1.1.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable digital means involving computers.
- .2 The Contractor shall not transfer or reuse Instruments of Service in digital or machine-readable form without the prior written consent of the Architect.
- .3 The data contained in these digital files are part of the Instruments of Service and shall not be used by the contractor, or anyone else receiving these digital files through or from them, for any purpose other than as a convenience for work under this project. Any other use or reuse by the Contractor or by others will be at their sole risk and without liability or legal exposure to the Owner, Architect or the Architect's

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- Consultants. The Contractor agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner and the Architect, or their officers, directors, employees, agents or Consultants that may arise out of or in connection with the Contractor's use of these digital files in any way. The Contractor must still obtain a full set of bid documents from the Owner, or other designated source, in digital form, and in submitting their bid and executing the work of this contract, should rely on the full set downloaded in digital form rather than any documents obtained from any other sources.
- .4 Furthermore, the contractor shall, to the fullest extent permitted by law, indemnify and hold the Owner, Architect and their officers, agents, employees, and consultants harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the Contractor's use of these digital files.
 - .5 Any passwords provided by Architect to obtain temporary access to the Architect's centralized electronic document management system are subject to the Architect's security requirements and use limitations, and use is limited to this Project.
 - .6 The Owner does not make any representation as to the compatibility of these files with the Contractor's computer hardware or computer software, their methods of digital document organization, or their methods of printing digital documents. The Architect, their Consultants, and the Owner will not be responsible for any costs or charges associated with printing, transferring or converting these files for the Contractor's use.
 - .7 Other than the PDF versions of the signed and sealed Bid Documents available from the Owner, or other designated source, these digital files are not construction documents nor are they as-built drawings. Differences may exist between these digital files and corresponding signed and sealed construction documents obtained from the Owner's official web site or other designated source. The Owner makes no representation regarding the accuracy or completeness of the digital files the Contractor may receive directly from the Architect. In the event that a conflict arises between the signed or sealed digital files of the construction documents prepared by the Architect or their Consultants, and the digital files, the signed or sealed construction documents obtained from the Owner's official web site, or other designated source, shall govern. The Contractor is responsible for determining if any conflict exists. By their use of these digital files, the Contractor or anyone they are authorized to share these files with, are not relieved of their duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate their work with that of other contractors for the project.
 - .8 Under no circumstances shall delivery of the digital files for use by the Contractor be deemed a sale by the Architect, their Consultants, or the Owner. The Owner makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit or any consequential damages as a result of the use or reuse of these digital files.
 - .9 By requesting and making use of any digital data files for this project the Contractor agrees to be bound by these terms of 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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

§ 2.1.1 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 Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such

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information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. At the time of contract execution, the Owner represents that amounts have been budgeted by the Owner, or otherwise approved, sufficient for payment of the Contract Sum.~~

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable ~~evidence~~ assurances that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such ~~evidence~~, as required, reasonable assurances within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, 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 in the Contract Documents.

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 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 secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.1.1 The building permit will be secured by the Contractor, and the permit fee, along with any applicable systems development charges, will be paid for by the Contractor to be reimbursed through the change order process by the Owner without Contractor's markup.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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.

§ 2.3.5.1 The Owner will procure and bear costs of structural tests and special inspections as required by the applicable building code. The Contractor will facilitate and schedule such tests and inspections required for building code compliance.

§ 2.3.6 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.

§ 2.4 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~~ Section 12.2; fails to correct unsafe conditions, cease work under conditions which in the opinion of the Owner or Architect are unsuitable for performing the Work, or grant time necessary to investigate differing site conditions; or repeatedly fails to carry out Work in accordance with the Contract Documents, 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, 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.

§ 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 ten-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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by 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 Architect, 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.

§ 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 Architect in the Architect'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, site;~~ become generally familiar with local conditions under which the Work is to be ~~performed, performed;~~ become fully informed as to the quality, quantity, and sources of supply for materials, and the character of the Work required; and correlated personal observations with requirements of the Contract Documents. The Owner will not be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work which the Contractor knew or should have known through reasonable diligence. No oral statements by any officer, agent, consultant or personnel of

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the Owner, either before or after the execution of this Contract shall affect or modify any of the terms or obligations contained in the Contract.

§ 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; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. 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.

§ 3.2.3 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor will be liable to Owner for injury or damage resulting from errors, inconsistencies, or omissions in the Contract Documents if the Contractor recognized such defect and knowingly failed to report the defect to the Architect.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect 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, subject to Section 15.1.7, 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 Architect 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.

§ 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 Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect 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.

§ 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.

§ 3.4 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Any request for substitution of products in place of those specified must be made in accordance with the conditions set forth in the General Requirements (Division 1) of the Specifications.

§ 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. The Contractor shall require its employees, Subcontractors, persons delivering materials, invitees, licensees, and all other persons under the Contractor's direction or control to comply with Owner's current "Compliance Requirements" posted on Owners Bid Opportunities webpage, <https://homesforgood.org/opportunities/contracts-and-vendors/bid-opportunities>

§ 3.4.4 The Contractor must promptly remove from the premises all materials and equipment determined to be defective or not in accordance with the requirements of the Contract Documents by the Owner or Architect, whether incorporated in the Work or not, without loss or expense to the Owner. The Contractor must bear all costs for repairing Work damaged or destroyed by such removal or replacement.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered 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 Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.4 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for the correction of defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of Substantial Completion, except for latent defects which will be remedied by the Contractor any time they become apparent subject to 12.2.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided for in Section 2.3.1.1 and elsewhere in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for all 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. Do not include permit fees in bid. Owner will reimburse contractor for all permit fees.

§ 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~~ Work, including without limitation Titles VI and VII of the Civil Rights Act of 1964, as amended; Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; The Americans with Disabilities Act of 1990, as amended, and ORS 659.425; the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; all federal and state laws and regulations concerning affirmative action toward

equal employment opportunities; all regulations and administrative rules established pursuant to the foregoing laws; and All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

§ 3.7.2.1 The Contractor must ensure that workers in each trade or occupation that the Contractor or a Subcontractor or other person uses in performing some or all of the work are paid not less than the applicable federal or state prevailing rate of wage, in accordance with ORS 279C.838 and 279C.840. The Contractor must include this condition in every Subcontract arising out of this Contract.

§ 3.7.2.2 The Contractor must keep the prevailing rates of wage for that project posted in a conspicuous and accessible place in or about the project; and if the Contractor or a Subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for the Contractor or Subcontractor's employees on the project, post a notice in a conspicuous and accessible place in or about the project describing the plan and containing information on how and where to make claims and where to obtain further information.

§ 3.7.2.3 Before starting work on the Project, the Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board, unless exempt under ORS 279C.836(4), (7), (8), or (9). The Contractor must include this condition in every Subcontract arising out of this Contract.

§ 3.7.2.4 Before starting work on the Project, the Contractor must demonstrate that Contractor has an employee drug testing program in place.

§ 3.7.2.5 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, disability, religion, sex, age, national origin, political affiliation or beliefs, or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, disability, religion, sex, age, national origin, political affiliation or beliefs, or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor's and solicitations and advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, disability, religion, sex, age, national origin, political affiliation or beliefs, or marital status. The Contractor must include this condition in every Subcontract arising out of this Contract.

§ 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 the costs 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, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 Architect 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 Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 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 Architect. 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

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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.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the 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; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 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 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 Architect 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. The Contractor shall be responsible for any additional costs borne by the Owner due to the replacement of the superintendent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 The Contractor shall provide timely notification to the Owner and Architect of changes in the construction schedule for the Work. Any acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to Contractor's sequencing, means, methods, or allocated Contract Time.

§ 3.10.1.2 In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time, regardless of the Contractor's scheduled time of completion. Any positive difference between the Contractor's scheduled time of completion and the Contract Time is termed "float", and any float will accrue to the Owner for the Owner's benefit.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

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construction schedule, and (2) allow the Architect reasonable time to review submittals. 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.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The parties agree that time is of the essence of this Agreement. The Contractor must at all times carry on the Work diligently, without delay, and punctually fulfill all requirements in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, and such acceleration in performance of work will be subject to the Change Order process described in Article 7; however, in circumstances where the acceleration is required due to delays caused by the Contractor or its subcontractors or suppliers, or is the result of a force majeure event, the Contractor shall not be entitled to compensation for such acceleration.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, 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 the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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.

§ 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 Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect 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 Architect 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 by the Architect.

§ 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 Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect 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 Architect's approval thereof.

§ 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 Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional 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 Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 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 Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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.

§ 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.

§ 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

materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 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 the Contractor.

§ 3.16 Access to Work

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

§ 3.17 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 hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them~~ Owner and Architect and their respective officers, consultants, agents, and employees, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from performance of the Work, ~~provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself),~~ but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by ~~them, them~~ or anyone for whose acts they may be liable, ~~regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation liable.~~ This indemnification 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~~ Section 3.18.

§ 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' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect 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 Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect 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.

§ 4.2.3 On the basis of the site visits, the Architect 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 Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect 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 include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. 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.

§ 4.2.4.1 The Owner may communicate directly with the Contractor when necessary or appropriate. The Owner may give direction to the Contractor in matters related to access to the site, coordination with Owner's occupancy and use by the public, use of parking and staging areas, use of potentially hazardous products, drug and alcohol policy, no smoking policy, appropriate dress and behavior, safety requirements and safe work practices, and other Owner policies for vendors, where appropriate. The Owner will advise the Architect regarding any communication with, or direction given to, the Contractor.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 Architect 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 Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect 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 Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect'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. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect 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; 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 Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect'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 Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect 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. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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 Architect 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 Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Upon the request of the Owner or Architect, the Contractor shall furnish in writing the names of those persons or entities proposed as manufacturers, fabricators or material suppliers for major components of the work not identified in the notification to Owner under subsection 5.2.1 and, where applicable, the name of the installing Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect 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 Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect 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 Architect makes reasonable objection to such substitution. The Contractor may only substitute a first-tier subcontractor in compliance with the requirements of ORS 279C.585.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect 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 these 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 the 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.

§ 5.4 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 for cause pursuant to Section 14.2 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.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 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. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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. 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.

§ 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. The Contractor shall make any

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revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. The Contractor must cooperate with all other contractors or forces, carry out Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and in proper sequence to that of the others without additional cost to Owner.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 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 Architect 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 the Contractor's Work. Failure of the Contractor to notify the Architect 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 shall 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.

§ 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 the Architect 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.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect 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 Architect alone.

§ 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.

§ 7.1.4 The Contractor is not entitled to payment, and Owner is not responsible for paying, for overhead and profit

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under any provision of this Contract, as an allowance or otherwise, which exceeds a combined total under the following Schedule:

- .1 For the Contractor, for any Work performed by the Contractor's own forces, a combined amount for overhead and profit equal to the following percent of the cost: 10%.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, a commission equal to the following percent of the amount due the Subcontractor: 5%.
- .3 For each Subcontractor, or Sub-subcontractor involved, for any Work performed by that Subcontractor's or Sub-subcontractor's own forces, a combined amount for overhead and profit equal to the following percent of the cost: 10%.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, a commission equal to the following percent of the amount due the Sub-subcontractor: 5%.

Not more than two percentages, not to exceed the maximum percentages shown above, will be allowed for any change regardless of the number of tiers of Subcontractors and Sub-subcontractors; that is, the Contractor's markup on work contracted by a Subcontractor will be limited to one combined overhead and profit percentage in addition to the Contractor's commission percentage.

§ 7.1.5 On proposals covering both increases and decreases in the Contract amount, the overhead, profit, and any commission must be computed on the net dollar amount of the change. On proposals for a net decrease in the amount of the Contract where the reduction in net cost is greater than \$5,000, a deduction of equal percentages for overhead, profit, and any commission must be applied to increase the net reduction in the Contract amount.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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, 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 to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or

- consumed;
- .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 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect 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.

§ 7.3.7 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. The allowance for overhead and profit must be calculated in accordance with the schedule set forth in §7.1.4. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 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 Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect'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.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect 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 Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect 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. The Architect's 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 Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect 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.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect 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.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents 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.

§ 8.3 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 Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 The Contractor will not be entitled to extension of the Contract Time on the basis of avoidable delays. Except as otherwise provided in ORS 279C.315, avoidable delays include but are not limited to those delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, suppliers, or other persons performing Work; delays that affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; delays that do not impact activities on the accepted critical path schedule; and delays associated with the reasonable interference of other contractors employed by the Owner that do not prevent the completion of the whole work within the Contract Time.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed 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 Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, 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 Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, 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, the Contractor shall submit to the Architect 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

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data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in 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, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Applications for Payment must be accompanied by certified statements regarding the payment of prevailing rates of wage in accordance with ORS 279C.845.

§ 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.

§ 9.3.3 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.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's 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 Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.1.1 Submission of a complete and accurate Application for Payment including supporting data and certified wage statements is a condition precedent to certification of the Application by the Architect and payment by the Owner. If the Application is filled out incorrectly, or contains any defect or impropriety, or lacks the required supporting data or wage statements, or if there is a good faith dispute, the Owner must notify the Contractor within 15 days stating the reason or reasons the Application for Payment is incorrect, defective, incomplete, or disputed.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect'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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect 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; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .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;
- .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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint 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 check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.1.1 Regardless of whether the Contractor may dispute any determination by the Architect with regard to an Application for Payment, the Contractor must continue to expeditiously prosecute the Work. No progress payment made shall be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, subject to the provisions of 9.4.1.1 the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Payment must be made promptly by the Owner and in accordance with ORS 279C.570. Both the Owner and the Contractor will have all the rights and duties specified in ORS 279C.550 through ORS 279C.580 regarding payment. Issuance of a progress payment will not constitute final acceptance or approval of that portion of the Work to which such partial payment relates, nor will such payment relieve Contractor of any of its obligations.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven 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.

§ 9.6.3 The Architect 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 Architect 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 Architect 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.

§ 9.6.5 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, 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.

§ 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. No building or facility will be considered substantially complete unless all utilities are connected and operating as required for normal use, and the building or facility is accessible by normal vehicular and pedestrian traffic routes, Operation and Maintenance Manuals have been submitted for review to the Architect, and the project has received a Temporary Occupancy Permit from the Building Department.

§ 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 Architect 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 Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect'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 Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect 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 fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless 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. 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 at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially 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 Architect 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 Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 agreed upon, 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 Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect'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 Architect'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.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that 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, (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 Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, 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. 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.

§ 9.10.3 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, 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 Architect 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.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 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 at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 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 must maintain public and private ways, streets, walks, and drives free from dirt and debris, and ensure that catch basins and drainage systems remain open and free from blockage and siltation.

§ 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 Architect 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 Architect.

§ 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.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory 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. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. 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~~ Subject to the limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, 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, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), 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 required by the Contract Documents. Contractor shall at all times properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances; and be responsible for and promptly clean up any and all spills, releases, discharges, or leaks of such environmental pollutants or hazardous substances or materials, at the Contractor's expense. The Owner shall be responsible for hazardous materials or substances 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.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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~~incurred, subject to the limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.

§ 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.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor 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 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, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The Owner, its divisions, Commissioners, officers, agents, and employees must be named as additional insureds by endorsement.

§ 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. The Contractor's bonds shall meet the requirements of ORS 279C.380 covering faithful performance of the Contract and payment of obligations arising thereunder, as stipulated in bidding requirements, and equal to 100% of the Contract Sum. The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a Letter of Intent, the Contractor shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified copy of the Power Of Attorney.

§ 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.

§ 11.1.5 Insurance, whether written on an Occurrence or a Claims-made basis, shall be and remain in effect from the date of commencement of the Work until the expiration of the Contractor's warranty.

§ 11.1.6 Nothing contained in these insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from the Contractor's operations under this Agreement.

§ 11.1.7 The Contractor shall not cancel, materially change, or not renew insurance coverages, and shall notify the Owner of any material reduction or exhaustion of aggregate limits, cancellation notices, and any endorsements subsequently issued, amending coverage or limits . Any insurance bearing any adequacy of performance shall be

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maintained after completion of the services for the full guarantee period, and should Contractor fail to immediately procure such insurance as specified, The Owner reserves the right to procure such insurance and to charge the cost thereof to Contractor.

§ 11.1.8 Should any insurance policy be canceled or reduced before final payment by the Owner to the Contractor, and should any insurance bearing on adequacy of performance be reduced prior to end of warranty periods, and if the Contractor fails immediately to procure such insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor

§ 11.1.9 If any of the foregoing insurance coverages are required to remain in force after final payment, an additional Certificate of Insurance which evidences the continuation of such coverage shall be submitted with the final Application for Payment.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain ~~insurance~~ insurance, or shall provide self-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~~ located, or shall self-insure in accordance with ORS 30.260 through 30.300, and specifically ORS 30.282.

§ 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 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 Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's 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, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. 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.

§ 11.5.2 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 deposit the insurance proceeds in a separate account and 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.

§ 11.4 Adjustment and Settlement of Insured Loss

§ 11.4.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. 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 deposit the insurance proceeds in a separate account and 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.

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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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect'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 Architect has not specifically requested to examine prior to its being covered, the Architect 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 and 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.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or 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 Architect'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, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly 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. During the one-year period for correction of Work, 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 and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. With respect to such corrections:

- .1 Correction of all warranty work must be fully coordinated, administered, and supervised by the Contractor.
- .2 The Contractor must respond to any warranty item deemed by the Owner to be an emergency item requiring immediate attention within 12 hours of receipt of notification. The Contractor shall respond to all other warranty notifications within 48 hours of receipt of notification.
- .3 All warranty work must be documented in an approved form and accepted by the Owner in writing.

§ 12.2.2.2 The one-year 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 one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 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.

§ 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 one-year 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, 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.

§ 12.2.7 Warranties for weather-tightness and water-tightness shall include the repair or replacement, at no cost to the Owner, of any building components or contents damaged by the failure of such system or systems to be water-tight or weather-tight. The Owner may, when necessary, make temporary or emergency repairs reasonably necessary to maintain the integrity of the structure and its contents.

§ 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.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern. Section 15.4 will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. Any claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review process, mediation, or any further agreed-upon dispute resolution, must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon located in Lane County. In no event will this section be construed as a waiver by the Owner of any form of defense or immunity whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

§ 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 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. 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, Architect, 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect 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.

§ 13.4.2 If the Architect, 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 Architect 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 Architect of when and where tests and inspections are to be made so that the Architect 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 and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 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 Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect 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 writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located as specified in ORS 279C.570.~~

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 Work is stopped for a period of 30 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;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- ~~.3 Because the Architect has not issued a Certificate for Payment 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 made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 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, 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 seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 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 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 additional days' notice to the Owner and the Architect, 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 repeatedly 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 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned 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.

§ 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.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect'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 amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment 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 profit. 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. The Owner will provide the Contractor with not less than seven (7) days' prior written notice of such termination. After such notice, Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment.

§ 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of

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Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.5 Transfer of Title and Preservation of Records

§ 14.5.1 As directed by Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

§ 14.5.2 The Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated 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. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. 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 liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall 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, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse 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. Adverse weather conditions, for the purpose of this Contract, are those which surpass in severity the weather reasonably to be expected in this area during the time of year involved.

§ 15.1.6.3 A claim for cost due to additional time will be considered if the actual cost is substantiated in writing for each occurrence as required in 7.3.7.

§ 15.1.6.4 Claims for increase in the Contract Time shall 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 Contractor shall provide such 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is not applicable to damages incurred by the Owner due to Contractor's failure to complete the Work within the Contract Time, or the established Contract Time for any portion or phase of the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

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Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution in accordance with 15.3.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. 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.

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 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. 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.

~~§ 15.2.8 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/Dispute Resolution

The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. 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 any court having jurisdiction thereof.

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry 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~~

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or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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 any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:46:45 ET on 04/28/2022 under Order No. 2114241576 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)