

PROJECT MANUAL

**LANE COUNTY JUVENILE JUSTICE CENTER
PENTHOUSE ROOFING REPLACEMENT
EUGENE, OREGON**

for

**LANE COUNTY FACILITIES PLANNING
LANE COUNTY - COUNTY ADMINISTRATION**

Lane County No. JJC 2015.01
WJE No. 2015.0701
June 9, 2015



**WJE ENGINEERS & ARCHITECTS, P.C.
960 South Harney Street
Seattle, Washington 98108
(206) 622-1441**

SECTION 00 01 02

PROJECT INFORMATION

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project Name: Lane County Juvenile Justice Center Penthouse Roofing System Replacement, located at the upper roof level at 2727 Martin Luther King Blvd, Eugene, OR.
- B. Owner's Contract Number: JJC 2015.01
- C. Architect's Project Number: WJE No. 2015.0701
- D. The Owner, hereinafter referred to as Owner: Lane County.
- E. Owner's Project Manager: Brian Craner
 - 1. Department: County Administration
 - 2. Address: 125 East 8th Avenue
 - 3. City, State, Zip: Eugene, OR 97401
 - 4. Phone: 541-682-3699
 - 5. E-mail: brian.craner@co.lane.or.us

1.2 NOTICE TO PROSPECTIVE BIDDERS

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

1.3 PROJECT DESCRIPTION

- A. Summary Project Description: The Project consists of the general construction services for the removal and replacement of sheet metal standing seam barrel roof assembly.
- B. Contract Terms: Lump sum (fixed price, stipulated sum).

1.4 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect or Architect/Engineer: WJE Engineers & Architects, PC.
 - Address: 960 South Harney Street
 - City, State, Zip: Seattle, WA 98108
 - Phone: 206-622-1441
 - Project Manager: Rocco Romero, AIA - rromero@wje.com

1.5 PROCUREMENT TIMETABLE

- A. Construction Documents for Bidding will be available: June 11, 2015
- B. Mandatory Pre- Bid Briefing and Site Tour: June 23, 2015, at 10:30 a.m.

- C. Non-Mandatory Pre- Bid Briefing and Site Tour: July 2, 2015, at 10:30 a.m.
- D. Last Request for Substitution Due: 10 days prior to due date of bids.
- E. Last Request for Information Due: 6 days prior to due date of bids.
- F. Date of Last Addendum Issued: 5 days prior to due date of bids.
- G. Bid Closing Date and Time: July 15, 2015, at 2:00 p.m. local time.
- H. 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.
- I. First-Tier Subcontractor Disclosure Submission Due: Within two hours of bid closing time.
- J. Bids May Not Be Withdrawn Until: 60 days after due date.
- K. Anticipated construction start on site: August 3, 2015.
- L. Required Substantial Completion Date: Not later than 60 days after start of work on the site.
- M. Required Final Completion Date: Not later than 15 days after the date of Substantial Completion.
- N. Completion date is critical due to requirements of Owner's operations.
- O. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.
- P. Building will remain occupied and in-service during the course of the work.

1.6 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 Lane County-Wide Bid Page at www.lanecounty.org/bids
 2. As a courtesy, the County 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 Lane County internet website project page 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. Contract Documents may be viewed at area plan centers.
 4. Contract Documents may also be viewed at WJE's Office, 960 South Harney Street, Seattle, WA 98108.
 5. Paper copies of Contract Documents for bidding purposes will not be provided by the Owner, or the Architect's office.

1.7 BID SECURITY

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.
 - 2. Certified check made payable to Owner in the amount of 10 percent of the Bid Amount.

PART 2 PRODUCTS (NOT USED)

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A701	Eave Details
A702	Rake Details
A703	Panel Lap and Anchor Flashing Details

END OF SECTION

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

PART 1 GENERAL

1.1 INVITATION TO BID

- A. Notice is hereby given that sealed bids for Lane County Juvenile Justice Center Penthouse Roofing System Replacement, Owner's Contract Number JJC 2015.01 will be received by Brian Craner, Capital Projects Manager, Lane County Commissioners Reception, Plaza Level, Lane County Public Service Building, 125 East 8th Avenue, Eugene, OR 97401, until The Bid Closing Time of 2:00 p.m., on July 15, 2015. 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 Penthouse Roofing System Replacement at the Lane County Juvenile Justice Center. The address of the project is 2727 Martin Luther King Blvd, Eugene, Oregon.
- 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 "Lane County" in an amount of not less than ten percent (10%) of the amount of the bid including additive alternates if any.
- D. Copies of the files for the Bid Documents may be downloaded by any interested Bidder, subcontractor, or supplier on or after June 11, 2015, by going to the Lane County-Wide Bid Page Site at www.lanecounty.org/bids.
- E. Any modifications to the Bidding Documents will be made by addendum, which, if any, will be posted on the Lane County County-Wide Bid Page prior to the time stated for receiving bids. It is the bidder's responsibility to visit the County-Wide Bid Page to download any addendum issued prior to submitting a bid. As a courtesy, the County may provide copies of addenda via e-mail to bidders who attend the mandatory Pre-Bid Conference. However, such a courtesy will not relieve bidder of the bidder's responsibility to examine the County-Wide Bid Page for addenda before submitting a bid.
- F. Electronic copies of the Bidding Documents will be provided to many of the region's construction plan rooms. The Bidding Documents may also be examined at the Architect's Office (WJE Engineers & Architects, PC, 960 South Harney Street, Seattle, WA 98108).
- G. Prevailing wage rates for public works contracts in Oregon are required for this project. No bid will be received or considered by Lane County 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.
- H. 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.

- I. MANDATORY PREBID CONFERENCE FOR PRIME BIDDERS.
1. A Mandatory Pre-Bid Conference will be held June 23, 2015, at 10:30 AM, at the Lane County Youth Campus to tour the site and answer questions regarding the Project. Bidders and interested subcontractors will meet the Owner's representative just outside the main public entrance to the building.
 2. Attendance at the Pre-Bid Conference is mandatory for prime Bidders. Lane County will not receive or consider a bid from a Bidder unless the Bidder attended and signed-in at the Mandatory Pre-Bid Conference.
 3. Other interested subcontractors, and suppliers are invited to attend but their presence is not mandatory.
- J. A second informal opportunity to tour the building has been scheduled for July 2, 2015, 10:30 a.m. Meet the Owner's representative just outside the main public entrance to the building.
- K. Each bid must include a statement by the bidder as to whether the bidder is a resident bidder under ORS 279A.120.
- L. The County 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).
- M. The County 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.
- N. 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.
- O. 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.
- P. In making an award of this contract, Lane County 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. 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 the bidder resides;
 3. Give preference to recycled goods in accordance with ORS 279A.125.
 4. Comply with the requirements of ORS 279C.375 regarding award and execution of contract, determination of responsibility of bidder, and impermissible exclusions.
 5. Comply with the requirements of the Lane Manual regarding solicitation and award, including LM 21.105(5) to (14), 21.106, and 21.107,
- Q. Questions regarding bidding procedure shall be directed to the Owner: Brian Craner, Capital Projects Manager, (541) 682-3699
- R. Questions regarding technical matters shall be directed to the project architect, WJE Engineers & Architects, P.C. at 206-622-1441.
- S. 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.

T. By: Brian Craner, Capital Projects Manager

U. Date: June 11, 2015

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.1 SEE AIA DOCUMENT A701 (1997 EDITION), INSTRUCTIONS TO BIDDERS ATTACHED AFTER THIS PAGE. THE CONTRACTOR AND ALL SUB-CONTRACTORS AND SUPPLIERS SHALL READ AND BE GOVERNED BY THEM.**

END OF SECTION

DRAFT AIA® Document A701™ - 1997

Instructions to Bidders

Revised May 31, 2015

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

«Draft»
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

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

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

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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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. The Bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitations:

- .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.

§ 2.1.5 The Bidder agrees that these laws, regulations and executive orders will be incorporated by reference into the Contract to the extent that they are applicable and required by law to be so incorporated. 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 COPIES

§ 3.1.1 Bidders, subcontractors, suppliers, and other interested parties may obtain complete sets of the electronic files of the Bidding Documents from the Lane County County-Wide Bid Page designated in the Advertisement for Bid. Non-electronic copies of the Bidding Documents will not be provided. 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 through sources, as stated in the Advertisement for Bid. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 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.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids. Any protest of this bid process or the Bid Documents must be filed with the County not less than ten (10) days prior to the time and date of bid opening in accordance with Lane Manual chapter 21.105(6) and pursuant to OAR 137-049-0260(3), (4), and (5). Any protest of a subsequent Notice of Intent to Award resulting from this bid must be filed with Lane County within seven (7) days of the date of the Notice in accordance with Lane Manual chapter 21.106(13).

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

§ 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten 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 Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect 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.

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

§ 3.4 ADDENDA

§ 3.4.1 Any Addenda issued will be posted on the Lane County County-Wide Bid Page as stated in the Advertisement for Bids. As a courtesy, the County may provide copies or notification by e-mail to Bidders who attended and signed in with their e-mail addresses at a Pre-Bid Conference, if any. However, such a courtesy will not relieve Bidder of Bidder's responsibility to examine the County-Wide Bid Page for Addenda before submitting a bid. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 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 Each Bidder shall ascertain prior to submitting a Bid 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 the forms included with the Bidding Documents. The Bidder may reproduce the blank forms included with the Bidding Documents, prior to completing the forms as part of its Bid.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures 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."

§ 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 make no 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 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. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give 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.

§ 4.2 BID SECURITY

§ 4.2.1 ~~Each Bid 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 Lane County in the amount of ten percent (10%) of the amount bid, including all additive alternates. Bidder acknowledges that the bid security accompanying this Bid is submitted to the County 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 County will sustain, and not as a penalty for failure of the bidder to execute the contract and deliver the bonds and proof of insurance. Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.~~

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

§ 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 Section 00 4339.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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. At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF 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, 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 the County to do so. The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own best interests.

§ 5.3.2 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 low 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 Conform to the requirements of Lane Manual chapter 21 regarding solicitation and award,
- .5 Determine whether the Bidder has substantially complied with all prescribed public bidding procedures and requirements, and not been disqualified by the County under ORS 279C.440,
- .6 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
- .7 Comply with the requirements of ORS 279C.375 regarding award and execution of contract, determination of bidder responsibility, and impermissible exclusions.

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, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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. The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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 in writing 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, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover 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 ~~The Bidder must, if awarded the contract, furnish a performance bond and a payment bond meeting the requirements of ORS 279C.380. 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. Bonds may be secured through the Bidder's usual sources.~~

§ 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 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 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 be commenced prior thereto 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 ~~Each bond must be written for the full contract amount, and in a form meeting the requirements of ORS 279C.380. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.~~

§ 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 thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.



SECTION 00 31 00

AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.1 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:

1.2 EXISTING BUILDING CONTRACT DOCUMENTS

- A. A copy of the original contract documents for the existing buildings construction are available for viewing, by appointment. Contact Brian Craner, Capital Project Manager. These are not to be considered As-Built Documents.

1.3 EXISTING CONDITIONS REPORT

- A. A copy of the report entitled "Lane County Juvenile Justice Center Barrel Roof Water Leakage Investigation", prepared by WJE, dated October 6, 2014. Contact Brian Craner, Capital Project Manager.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.1 DELIVER TO:

A. Owner:

Brian Craner, Capital Projects Manager
Lane County Commissioners Reception, Plaza Level
Lane County Public Service Building
125 East 8th Avenue
Eugene, OR 97401

B. Hand Delivered Bid Forms should be submitted at the Lane County Commissioner's Office Reception Counter on the Plaza Level of the Public Service Building, 125 East 8th Avenue, Eugene, OR.

C. Bids should be addressed to Mr. Brian Craner, Capital Projects Manager

1.2 FOR THE FOLLOWING PROJECT:

A. Lane County Juvenile Justice Center Penthouse Roofing System Replacement

1.3 OWNER'S CONTRACT NUMBER: JJC 2015.01

1.4 BID DUE DATE:

A. Bid Closing Date and Time: July 15, 2015 at 2:00 p.m.

B. Bids will be opened publicly, immediately following the bid closing time

1.5 PLACE OF BID OPENING

A. Board of County Commissioner's Conference Room, Plaza Level, Public Service Building, 125 East 8th Avenue, Eugene, OR 97401

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

Bidder's Legal Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-Mail Address: _____

- A. 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

1.7 ATTENDANCE AT MANDATORY PREBID CONFERENCE

- A. Attendance at the Pre-Bid Conference was mandatory for prime Bidders. The Bidder certifies that the Bidder attended and signed-in at the Mandatory Pre-Bid Conference.

1.8 BASE BID

- A. Bidder agrees to fully perform Work described in Bidding Documents, in full conformance with Bidding Documents and within time frame stated, for Grand Total amount stated below.

_____ 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 added or from which work may be deleted for the amounts stated in Alternate Bids, if any.
- C. Building permit as required for work to be paid for by Owner and not included in Base Bid.

1.9 INCIDENTAL COSTS INCLUDE

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

1.10 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. Lane County Contract
- H. Lane County Standard Contract Provisions
- I. Lane County Standard Contract Provisions for Public Improvements
- J. Performance Bond
- K. General Conditions
- L. Insurance Requirements
- M. Drawings and Specifications
- N. Addenda

1.11 CONTRACT TIME OF COMPLETION

- A. Bidder agrees that, if this Bid is accepted, Bidder will:
 1. Substantially complete the Work by October 2, 2015.
 2. Fully Complete the Work by October 17, 2015.

1.12 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 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 Lane County in the amount of ten (10%) of the total amount of the Base Bid, plus additive Alternates, if any.

1.16 CONTRACT AND 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: _____
 - 4. 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 County 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 County 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 or Davis-Bacon 40 U.S.C 3141 et seq. 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.
- C. Owner to obtain any and all building permits required to perform the work.
- D. To work in accordance with all local laws and ordinances.

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).
 - 3. Bidder has carefully read and understands Bidding Documents.
 - 4. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility.
 - 5. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents. Bidding Documents include Project Manual and Drawings prepared by WJE and dated June 9, 2015, and addenda.
 - 6. All bids must be received sealed in opaque envelopes.
- B. Bidder shall notify Architect/Engineer of discrepancies, omissions, conflicts, or unclear meaning within Contract Documents; Architect/Engineer will interpret Contract Documents and, if necessary, issue written addendum. Contracted Work will be based on Architect/Engineer's interpretation of Contract Documents.

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 43 39 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 21 13.

1.23 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. None
- B. 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 43 39 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 21 13.

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. 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 43 13
BID SECURITY FORM

PART 1 GENERAL

1.1 FORM OF BID SECURITY

- A. Bid guarantee as called for in Instructions to Bidders, Section 00 2113 shall be executed on AIA DOCUMENT A310 - BID BOND.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 43 39

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PARTICULARS

1.1 DELIVER TO:

- A. Hand delivered forms should be submitted at the Lane County Commissioner's Office Reception Counter on the upper level of the Public Service Building, 125 East 8th Avenue, Eugene, OR.
- B. Forms should be addressed to Mr. Brian Craner, Capital Project Manager
- 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.

1.2 FOR THE FOLLOWING PROJECT:

- A. Penthouse Roofing System Replacement Lane County Juvenile Justice Center, Eugene, OR.

1.3 OWNER'S CONTRACT NUMBER: JJC 2015.01

1.4 DATE:

- A. Bid Closing Date and Time: July 15, 2015, 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.

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

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

1.6 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).

1.7 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).

1.8 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: _____

1.9 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 50 00

CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

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

1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 52 00 for the Agreement form to be executed.
- B. See Section 00 72 00 for the General Conditions.
- C. All other specification sections.

1.3 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Application for Payment Form: AIA G702 and G703.
- 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

1.4 REFERENCE STANDARDS

- A. AIA A312 - Performance Bond and Payment Bond; 2010.
- B. AIA G701 - Change Order; 2001.
- 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 52 00
AGREEMENT FORM

PART 1 GENERAL

1.1 FORM OF AGREEMENT

1.2 THE AGREEMENT TO BE EXECUTED IS ATTACHED IN THE APPENDIX.

1.3 RELATED REQUIREMENTS

A. Section 00 72 00 - General Conditions

1.4 THE FORM OF AGREEMENT CALLED FOR IN THE GENERAL CONDITIONS SHALL BE EXECUTED ON THE STANDARD LANE COUNTY CONTRACT FORM. AN EXAMPLE OF THE CONTRACT IS ATTACHED AFTER THIS DOCUMENT.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 52 01

LANE COUNTY CONTRACT

IN CONSIDERATION OF THE COVENANTS HEREINBELOW SET FORTH, ____INSERT CONTRACTOR'S NAME HERE____, HEREINAFTER REFERRED TO AS CONTRACTOR, AND LANE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS, HEREAFTER REFERRED TO AS LANE COUNTY, MUTUALLY CONTRACT AS FOLLOWS:

1.1 CONTRACT NUMBER: JJC 2015.01

1.2 CONTRACT CLAUSES

- A. CONTRACTOR agrees and covenants to perform all work indicated for the general construction services for the general construction services for the Penthouse Roofing System Replacement at the Lane County Juvenile Justice Center located at 2727 Martin Luther King Blvd, Eugene, OR, as well as Alternates (if any), at an estimated total cost to LANE COUNTY of \$____Insert Construction Cost here____, complete with all material, labor and equipment as may be necessary for the faithful and professional performance of this contract, hereby identified as Penthouse Roofing System Replacement at the Lane County Juvenile Justice Center, in accordance with the Contract Documents, which are enumerated as follows and incorporated in this Contract as if attached hereto:
1. The Project Manual titled "Project Manual" "Penthouse Roofing System Replacement at the Lane County Juvenile Justice Center, 2727 Martin Luther King Blvd, Eugene, OR," dated June 9, 2015.
 2. The complete Plan Drawings titled "Penthouse Roofing System Replacement at the Lane County Juvenile Justice Center", dated June 9, 2015; and
 3. Addendum #____, dated _____, and
 4. Addendum #____, dated _____.
- B. Any conflict or difference between the Contract Documents shall be called to the attention of LANE COUNTY by CONTRACTOR before proceeding with affected work. In case of any conflict or any discrepancy between the Contract Documents, the specific provisions of this Lane County Contract, Section 00 5201, shall have priority over all others.
- C. CONTRACTOR agrees to complete full performance for all work under the contract in accordance with all terms, plans, and specifications in the Contract Documents. The project shall be substantially complete by the date listed, or within the consecutive number of calendar days written, on the Bid Form.
- D. Any progress payment shall be due according to contract terms; final payment shall be due when the contract has been fully performed according to its terms. LANE COUNTY shall make payment when CONTRACTOR submits evidence satisfactory to LANE COUNTY of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Contractor shall pay and require subcontractors to pay promptly in accordance with ORS 279C.505, and both parties shall have their respective rights and duties specified in ORS 279C.515 (incorporated herein by this reference), and including the right to withhold retainage, as specified in ORS 279C.550 - ORS 279C.580.

- E. CONTRACTOR agrees that LANE COUNTY shall not be responsible or liable for any payment for additional work or cost over the contract total of \$____Insert Construction Cost Here again____. LANE COUNTY must pre-approve, in advance and in writing, any necessary work beyond this contract total. LANE COUNTY, in its discretion, may require the execution of a contract amendment by the parties prior to any obligation to pay for additional work. Any LANE COUNTY obligation to pay is conditioned upon the work being performed in accordance with this contract, subject to its terms unless specified otherwise, and performed satisfactorily at the direction of the Architect. Any payment is limited to compensation for actual quantities of work performed or other specified payment basis, taking into account any amounts that may be deductible under this contract.
- F. CONTRACTOR shall comply with all provisions of Lane County Additional Construction Contract Provisions (including Lane Manual chapters 21.130 and 21.131), attached and incorporated by this reference.
- G. 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, or the applicable federal prevailing rate of wage, whichever is higher. As this project does not involve Federal Funds, the federal rate does not apply. The prevailing wage rates as referenced in Section 007343, 1.02B. of the Contract Documents shall be paid by CONTRACTOR.
- H. CONTRACTOR may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.370 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, has a license that is not properly endorsed by or failure to be registered with Construction Contractors Board if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory provisions.
 - 1. CONTRACTOR is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. LANE COUNTY shall not be liable, either directly or indirectly, in any dispute arising out of CONTRACTOR'S actions with regard to subcontractor selection and substitution.

1.3 MODIFICATIONS OR AMENDMENTS TO THIS CONTRACT SHALL BE EFFECTIVE ONLY IF IN WRITING AND EXECUTED BY BOTH PARTIES.

1.4 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE BELOW SAID DATE.

1.5 FOR LANE COUNTY, OREGON:

A. Date: _____

_____ by: _____, County Administrator

1.6 FOR THE CONTRACTOR:

- A. Date: _____
_____ by: _____
- B. Name of Contractor:

- C. Contractor's Address, City, State, Zip: _____
- D. Contractor's Federal I.D. Number:

- E. Contractor's Board Registration Number & Expiration Date:

1.7 APPROVED AS TO FORM BY OFFICE OF LEGAL COUNSEL

- A. Date: _____
_____ by: _____

END OF SECTION

SECTION 00 52 02

LANE COUNTY STANDARD PROVISIONS 21.130

21.130 STANDARD CONTRACT PROVISIONS.

THE FOLLOWING STANDARD PUBLIC CONTRACT CLAUSES MUST BE INCLUDED EXPRESSLY OR BY REFERENCE IN EVERY CONTRACT OF THE COUNTY.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(6) With certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases Contractor shall pay the person at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (6) does not apply to contracts for purchase of goods or personal property.

Contractor shall give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice must be given in writing either at the time of hire or before commencement of work on the contract, or must be posted as a notice in a location frequented by employees.

- (7) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.027.
- (8) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:
- (a) Reduce or withhold payment;
 - (b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - (c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.
- (9) The contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.
- (10) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.
- (11) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.
- (12) By execution of this contract, Contractor certifies, under penalty of perjury that:
- (a) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - (b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.
- (13) Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.
- (14) Contractor shall not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.
- (15) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
- (16) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- (17) All modifications and amendments to the contract will only be effective only if in writing and executed by both parties.

(18) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(19) Unless otherwise provided, data which originates from this contract constitutes "works for hire" as defined by the U.S. Copyright Act of 1976 and is owned by the County. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which does not originate from this contract, but which is delivered under the contract, is transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license will be limited to the extent which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Contractor shall give the County prompt written notice of any notice or claim of copyright infringement received by Contractor with respect to any data delivered under this contract. The County will have the right to modify or remove any restrictive markings placed upon the data by Contractor.

(20) If as a result of this contract, Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, Contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, are applicable to all road construction projects except as modified by the bid documents.

(22) As to contracts for lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(23) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, Contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

END OF SECTION

SECTION 00 52 03

LANE COUNTY STANDARD CONDITIONS FOR PUBLIC IMPROVEMENTS 21.131

21.131 STANDARD CONTRACT PROVISIONS FOR PUBLIC IMPROVEMENTS.

THE FOLLOWING STANDARD PUBLIC CONTRACT CLAUSES MUST BE INCLUDED EXPRESSLY OR BY REFERENCE IN EVERY CONTRACT FOR PUBLIC IMPROVEMENTS.

- (1) If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with the public contract as the claim becomes due, the County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract. The payment of a claim in the manner authorized hereby will not relieve the Contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the County. There will be no final acceptance of the work under the contract until all such claims have been resolved.
- (2) If Contractor or a first-tier subcontractor of Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the County or the Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- (3) If Contractor or any subcontractor of Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor and any subcontractors shall include this condition in every contract related to the public improvement contract.
- (4) The hourly rate of wage to be paid by any contractor or subcontractor or other persons who are parties to the contract to workers used in performing all or part of the work contemplated by the public works contract must be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), workers on the public works must be paid by contractors and subcontractors or other such contracting parties the higher of the applicable state or federal prevailing rate of wage.
- (5) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in the bid document not caused by Contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, Contractor shall immediately give notice to the County. The County and Contractor will have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(6) If the County suspends Contractor's work but does not terminate the contract, Contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, Contractor will be paid per ORS 279C.660 for a public improvement contract.

(7) Contractor shall salvage or recycle construction waste and demolition debris, if feasible and cost-effective.

(8) Contractor certifies that Contractor has all necessary licenses, bonds, permits, or certificates of registration necessary to perform the contract, including those issued by the Construction Contractors Board and Landscape Contractors Board, and further certifies that all subcontractors must likewise have all necessary licenses, bonds, permits or certificates necessary to perform their work, before performing any work.

END OF SECTION

SECTION 00 61 13

PERFORMANCE AND PAYMENT BONDS

PART 1 GENERAL

1.1 FORM OF THE BONDS

- A. The Performance and Payment Bonds called for in the General Conditions shall be executed on the AIA DOCUMENT A312.

END OF SECTION

SECTION 00 61 15
PUBLIC WORKS BOND

PART 1 GENERAL

1.1 PUBLIC WORKS BOND

- A. The Contractor and each subcontractor shall have a public works bond in the amount of \$ 30,000.00 before starting work, unless exempt under ORS 279C.836(4), (7), (8), or (9). The contractor is required to include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless an exempt under ORS 279C.836(4),(7),(8) or (9). Before permitting a subcontractor to start work on a public works project, the contractor shall verify that the subcontractor has filed a public works bond or has elected not to file such bond under ORS 279.836 (7) or (8) or is exempt under ORS 279C.836(4) or (9). The Contractor shall provide a certification to County that Contractor and all subcontractors have filed the public works bond, unless exempt under ORS 279C.836(4), (7), (8), or (9).
1. [Effective Jan 1, 2008 - Applies to business enterprises certified before, on or after January 1, 2008 and to contracts for projects first advertised, or if not advertised then entered into, on or after January 1, 2008]
- B. This bond is in addition to any performance bond and payment bond requirements. The bond must meet all Bureau of Labor and Industries requirements and provide that the contractor and subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor on public works projects.

END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS

PART 1 FORM OF GENERAL CONDITIONS

1.1 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED AFTER THIS PAGE.

PART 2 RELATED REQUIREMENTS

2.1 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 Subcontractors and Suppliers shall read and be governed by them.

2.2 CONFLICTS

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

END OF SECTION

DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

Revised May 31, 2015

for the following PROJECT:

(Name and location or address)

«Draft»

<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>

<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>

<< >>

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ADDITIONS AND DELETIONS:

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

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

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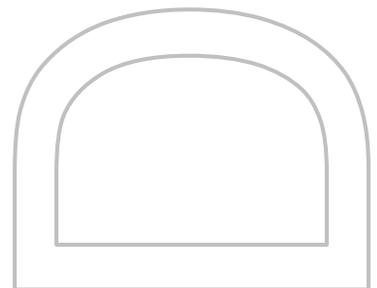
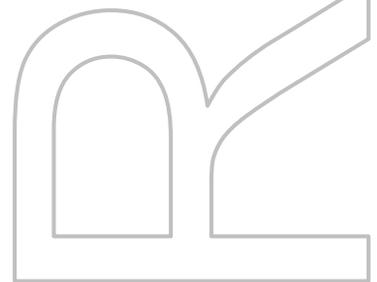
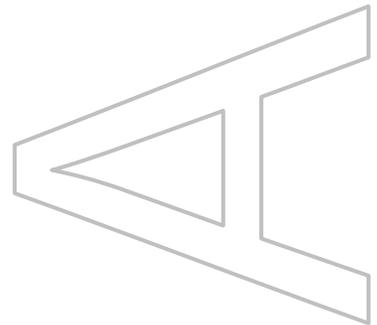
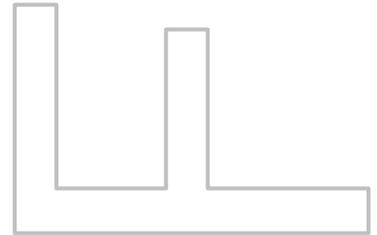
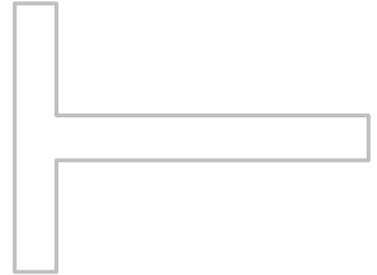
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ARTICLE 1 GENERAL PROVISIONS

§ 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 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.

§ 1.1.6.1 Numbering or lettering of Divisions, Sections, and paragraphs in the Specifications are merely for identification and may not be consecutive.

§ 1.1.6.2 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.

§ 1.1.6.3 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.

§ 1.1.6.4 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.

[§ 1.1.6.5 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 and certify termination of the Agreement under Section 14.2.2. [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.

§ 1.2.2 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 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~§ 2.2.1 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. Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the Contractor will be furnished digital copies of the Drawings and Project Manuals for execution of the Work. The Contractor must pay the cost of printing, reproduction, postage, and handling for any additional copies required by the Contractor in whatever form, including those required to be used for recording Record Drawing information. 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.~~

§ 2.2.6 ~~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 OWNER'S RIGHT TO STOP THE WORK

~~If the Contractor fails to correct unsafe conditions, carry out reasonable directions, correct Work that is not in accordance with the requirements of the Contract Documents, carry out Work in accordance with the Contract Documents on a repeated basis, 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, the Owner may issue a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work may 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. If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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, 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.~~

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 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.

§ 3.1.4 COMPLIANCE WITH PUBLIC CONTRACTING RULES AND LAWS

§ 3.1.4.1 The Contractor must at all times comply with all requirements of Chapter 21 of the Lane Manual, Sections 21.130 and 21.131.

§ 3.1.4.2 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.

§ 3.1.4.3 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.

§ 3.1.4.4 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.

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

§ 3.1.4.6 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.

§ 3.2 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 made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made careful examination of the location and conditions of the Work and the sources of supply for materials 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 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. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 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 2.2.3, 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 3.5 WARRANTY

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. The Contractor must promptly remove from the premises all defective 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.

§ 3.5.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for 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 issuance of the written notice of Substantial Completion by the Owner, except for latent defects which will be remedied by the Contractor any time they become apparent subject to 13.7.

§ 3.5.2 Nothing in this section 3.5 negates guarantees or warranties for periods longer than one year, including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures. In addition to Contractor's warranty, manufacturers' warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Architect.

§ 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 The Building Permit and any applicable systems development charges required by the jurisdiction having authority of the project will be secured and paid for by the Owner. The Contractor shall secure and pay for all other legally required permits, fees licenses, and inspections specified in the Contract Documents or necessary for the proper execution and completion of the work. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 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.

§ 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 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. The Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitations:

- .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.

The Contractor must provide all information and reports required by the Owner, state or federal government having responsibility for the enforcement of such laws upon request, including those required for of investigation into compliance with such laws, regulations and orders.

§ 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. [The superintendent may not be replaced without the written consent of the Owner. The Contractor shall be responsible for any additional costs borne by the Owner due to the replacement of the superintendent.](#)

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

[§ 3.10.1.1 The Contractor must timely notify the Architect and Owner of changes in the schedule. 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.](#)

[§ 3.10.1.3 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.](#)

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a 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.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Architect and their respective Commissioners, 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, to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by 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; providing however that the Contractor will not be required to indemnify or defend either the Owner or Architect for any liability arising solely out of wrongful acts of the Owner's or Architect's own respective officers, employees, or agents. 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. 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 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, 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 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 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.~~

§ 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 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.

§ 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.

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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, 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 and Owner have ~~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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

[§ 5.2.1.1 Not later than 30 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the General Requirements \(Division 01 of the Specifications\) 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 previously selected if the Owner or Architect makes reasonable objection to such substitution. [The Contractor may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.370 pursuant to the requirements of ORS 279C.585.](#)

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 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.

§ 7.1.4.5 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, 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.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of

those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. [The allowance for overhead and profit must be calculated in accordance with the schedule set forth in §7.1.4.](#) 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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.

§ 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 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.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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.

§ 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 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 Assessment of liquidated damages, to the extent the withholding is made for the purposes of offsetting damages to the Owner; or
- .9 Any amounts required to be withheld by a court of competent jurisdiction.

§ 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 is 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.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, 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 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

§ 9.11 LIQUIDATED DAMAGES

The Owner will suffer financial loss if the Work is not Substantially Complete, as defined in Article 8.1.3 of the General Conditions, on the Date set forth in the Contract for the Construction. Since actual damages would be difficult or impossible to determine, it is therefore stipulated that, as a reasonable approximation of actual damages, the Contractor and its Surety shall be liable for and shall pay the Owner, or the Owner may deduct from moneys due the Contractor, the sum of Two Hundred and Fifty Dollars (\$250.00) per calendar day, as fixed, agreed, and liquidated damages for each calendar day of delay until the date appearing on the Certificate of Substantial Completion. Nothing in this provision will limit the actual damages due the Owner, if the Owner is able to ascertain and substantiate higher actual damages than the amount stipulated as liquidated damages.

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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities. 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, except damage or loss 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, written notice of such 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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, both parties agree to indemnify and hold harmless the other, and its respective Commissioners, officers, agents and employees ~~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 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; 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. [If the insurance is written on a Commercial General Liability form, the certificate must be an ACORD 25-S certificate.](#)

§ 11.1.4 [The Contractor's commercial liability coverage must be revised to include \(1\) the Owner, its divisions, Commissioners, officers, agents and employees, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and \(2\) the Owner, its divisions, Commissioners, officers, agents and employees, as an additional insured for claims caused in whole or in part by the Contractor's officers, agents and employees negligent acts or omissions during the Contractor's completed operations. The Owner, its divisions, Commissioners, officers, agents, and employees must be named as additional insureds by endorsement. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include \(1\) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or](#)

omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 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 longest running Warranty Period

§ 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 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 LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Owner may purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The Owner may, at its sole option, self-insure for property insurance. Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or

~~maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. The Owner may, at its sole option, self-insure for property insurance.

§ 11.3.3 LOSS OF USE INSURANCE

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

§ 11.3.37 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay

the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.48 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.59 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.640 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 ~~The Contractor must furnish bonds meeting the requirements of ORS 279C.380 covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements 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. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~

§ 11.4.2 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.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

- 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.
- 4 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.
- 5 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.

§ 12.2.2.2 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, whether completed or partially completed, of the Owner or separate contractors 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.

§ 12.2.6 The one-year period for correction of Work shall be extended for each part of the Work where an extended warranty is called for in the Contract Documents.

§ 12.2.7 The above warranties are an extension of the one-year warranty called for in the General Conditions and are in addition to any Guarantee Bond called for elsewhere. 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 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. The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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 such 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 such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

~~Payment due and payable under this Contract will bear interest only as specified in ORS 279C.570. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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.

§ 14.2.5 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.

§ 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 as described in 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 if Owner determines that termination of the Contract is in the best interests of the public. 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. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.~~

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 14.4.4 ~~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.~~

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.5.3 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. However, so long as the additional time does not exceed the Date of Completion indicated in the Contract, no claim for cost due to additional time shall be accepted.

§ 15.1.5.4 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.

§ 15.1.6 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 applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 litigation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 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 such 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.~~

~~**§ 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.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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.

§ 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 DISPUTE RESOLUTION

The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. 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 MEDIATION**

~~**§ 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 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be 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 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** 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.~~

SECTION 00 73 16
INSURANCE REQUIREMENTS

PART 1 GENERAL

1.1 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 73 17.

1.2 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 73 17

INSURANCE COVERAGE REQUIRED FORM

PART 1 LANE COUNTY

1.1 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.

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

A. COVERAGES

1. Explosion and Collapse
2. Underground Hazard
3. Contractual Liability
4. Broad Form Property Damage
5. Owners' and 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. \$2 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.

1.3 AUTOMOBILE LIABILITY

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

B. LIMITS

1. \$2 million combined single limit per accident for bodily injury and property damage

- 1.4 ADDITIONAL INSURED CLAUSE THE GENERAL AND AUTO LIABILITY INSURANCE COVERAGE'S REQUIRED FOR PERFORMANCE OF THIS CONTRACT SHALL BE ENDORSED TO NAME LANE COUNTY AND ITS DIVISIONS, ITS COMMISSIONERS, OFFICERS, AGENTS AND 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 LANE COUNTY DEPARTMENT WHO ORIGINATED THE CONTRACT. COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AND SELF-INSURANCE.**
- 1.5 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**
- 1.6 ANY QUESTIONS CONCERNING INSURANCE AND INDEMNITY SHOULD BE DIRECTED TO THE LANE COUNTY RISK MANAGER AT (541) 682-3971.**

END OF SECTION

SECTION 00 73 43

PREVAILING WAGE RATES

PART 1 GENERAL

1.1 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. When a public works project is subject to Davis-Bacon Act (40 U.S.C. 3141 et seq) that would otherwise be subject to state prevailing wages, if the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage.
- 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, or the applicable federal prevailing rate of wage, whichever is higher.

1.2 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, 2015, 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 MAINTAINING AND 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.

1.8 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 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Description of existing conditions and Work scope, and Contractor duties and use of premises.

1.2 OWNER/CONTRACTOR AGREEMENT

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.
- B. Owner: Lane County, 125 East 8th Avenue, Eugene, OR 97401
 - 1. Owner's Representative: Mr. Brian Craner
- C. Architect or Architect/Engineer: WJE Engineers & Architects, PC, 960 South Harney Street, Seattle, Washington 98108
 - 1. Architects Representative: Rocco Romero, AIA

1.3 PROJECT CONDITIONS

- A. Description of Existing Structure:
 - 1. The Lane County Juvenile Justice Center complex was reportedly constructed in 2001, and comprises one main building with its long axis along the east-west direction. The south half of the building generally houses administrative offices and two courtrooms, while the north half of the building comprises three modules of housing facilities. At the top of the main roof, a structure extends above the main roof that creates a two-story space in the courtrooms and atrium area below. The structure also includes a mechanical room, and is identified on the original construction drawings as the "penthouse." The penthouse includes clerestories at both the north and south facades that provide outdoor light to the building interior. At the penthouse, the original construction documents indicate the roof system design is to consist of the following (from bottom to top): structural steel roof frame with three-hour spray-on fireproofing, metal deck with two-hour spray-on fireproofing, 5/8 inch thick gypsum sheathing, R-19 rigid insulation board, bituminous sheet membrane, and curved standing seam sheet metal panel roof. The low slope barrel roof was designed with a radius of 107 feet, 8 inches, and drains to gutters at the eaves. The barrel roof extends beyond the exterior wall plane, creating a fascia and soffit. The exterior wall construction design consists of (from inside to outside): 5/8 inch thick gypsum board, 6 inch wide by 16 gauge metal studs at 16 inches on center with the stud cavities filled with batt insulation, 1/2 inch thick gypsum sheathing, building paper, 1/2 inch thick cement board, and adhered Exterior Insulation and Finish System (EIFS).

1.4 SCOPE OF WORK

- A. This project will include, but is not limited to, the following items:
 - 1. Remove and properly dispose of all existing metal panel roofing, underlayment, OSB sheathing, rigid insulation, and gypsum board.

2. Remove and properly dispose of existing metal rake and eave trim and flashing.
3. Remove and properly dispose of existing gutters, downspouts and accessories.
4. Provide protection of building interior during removal of existing material and until new roofing is substantially complete.
5. Field verify and record location of all roof penetrations.
6. Install new spray applied foam insulation in flutes of metal deck at rake edge and fall arrest anchor penetrations.
7. Install new blocking.
8. Install new substrate board and continuous sheet of self-adhered vapor retarder/air barrier membrane.
9. Install two new layers of polyisocyanurate insulation with staggered joints and one new layer of plywood cover board.
10. Install new gutter aprons and flashing.
11. Install new self-adhered waterproofing underlayment.
12. Install new prefabricated standing seam metal roof system.
13. Install new gutters and downspouts.
14. Repair/replace rated spray applied fireproofing as required to maintain code requirements at underside of metal deck and structural steel in area of work.
15. Install sealants as specified.

1.5 CONTRACTOR'S DUTIES:

- A. Except as specifically noted, provide and pay for:
 1. Labor, materials and equipment.
 2. Tools, construction equipment, and machinery.
 3. Water, heat, and utilities required for construction or the Contractors operations.
 4. Other facilities and services necessary for proper execution and completion of work, including traffic control and temporary work.
- B. Pay legally required sales, consumer and use taxes.
 1. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of acceptance of bids:
 - a. Government fees
 - b. Licenses and bonds
 2. Give required notices.
 3. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on the performance of work.
 4. Promptly submit written notice to the Architect of any observed variance of the Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that the Drawings and Specifications comply with codes and regulations.
 - a. Appropriate modifications to the Contract Documents will adjust the necessary changes.
 - b. The Contractor shall assume responsibility for work known to be contrary to such requirements, and performed without such notice.
 5. Enforce strict discipline and good order among employees. Do not employ on work:
 - a. Unfit persons
 - b. Persons not skilled in assigned task
- C. Provide 24-hour emergency contact information for Contractor and major subcontractors, including names and telephone numbers.

1.6 WORK SEQUENCE AND PHASING

- A. The work shall be performed in one phase.
 - 1. Contractor shall provide a schedule and plan to describe sequence at least ten (10) working days prior to performing any work.
 - 2. The Contractor shall notify the Owner's Representative and Architect ten (10) working days in advance of the time when demolition will begin.

1.7 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinance, permits, and Contract Documents.
- B. The building will remain in operation during the work.
 - 1. Cooperate with Owner to minimize conflicts and facilitate Owner usage.
 - 2. Perform Work to avoid interference with Owner's day-to-day operations. Notify Owner's Representative at least 72 hours in advance of activities that will affect Owner's operations.
 - a. Maintain utilities serving areas occupied by Owner or others. Do not interrupt utilities unless approved in writing in advance by Owner's Representative. Notify Owner's Representative at least 72 hours in advance of interruption. Provide temporary utility services if required.
 - 3. Maintain vehicular, pedestrian, and emergency access to portions of facility that are in use. Keep entrances and exits clear of stored materials and construction equipment.
 - a. Short interruptions in access may be permitted if approved in advance in writing by Owner's Representative.
 - b. Schedule deliveries to minimize interruptions.
 - 4. Do not disturb Project site outside of Work area.
 - 5. Minimize damage to building weatherproofing system during construction period, and promptly repair damage caused by construction operations. Protect building and occupants in Work area.
 - 6. Notify Owner's Representative at least one week in advance of when portions of Work area will be removed from use or returned to use.
- C. Minimize interference with adjacent streets and walkways and adjacent facilities.
- D. Contractor shall have no additional storage or operational area outside of Work area, either inside or outside of building, except as approved in advance by Owner's Representative.
 - 1. Construction equipment, tools, etc., shall not be stored in areas of Owner's continued use.
 - 2. Tools and building materials shall never be left out when an unsecured work area is vacated.
 - 3. Do not unreasonably encumber site with materials or equipment.
 - 4. Do not load Project structure with weight that will endanger Project structure.
 - 5. Assume full responsibility for site security and protection and safekeeping of products stored at site.
 - 6. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
 - 7. Obtain and pay for additional storage areas needed for operations.
- E. Perform site Work between 8:00 a.m. and 5:00 p.m. on Monday through Friday, except as approved in advance by Owner's Representative and public authorities having jurisdiction.

- F. 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.
- G. NO SMOKING POLICY: Smoking is not allowed on the construction site, on the roof, anywhere else in the Lane County Juvenile Justice Center, and as additionally limited by city or county ordinance.
- H. Do not permit debris, or other contaminants deleterious to the City sewer system, to be washed down drains or discharged into the City sewer system.

1.8 QUALITY ASSURANCE

- A. Contractor shall keep at the project site, during the period when work is being performed, a competent superintendent/working foreman satisfactory to the Owner. The superintendent/working foreman on the site shall be able to represent the Contractor in any matters related to execution of the contract.
- B. The approved working foreman shall not be removed from the project without cause or upon prior notification of the Owner and Architect/Engineer. If removal is for cause, Contractor shall submit justification in writing within 24 hours of the removal. All work will cease until a new working foreman is on site.
- C. All work is to be performed by skilled workmen with a minimum of three years of experience doing work of similar scope and detail.
- D. Work is to be done in strict accordance with the Specifications and Contract Documents. Any deviation from same shall be reviewed and approved by the Owner and the Architect, and will be authorized in writing.
- E. The Contractor shall exercise caution in performing the work so as not to damage adjacent building elements. It shall be the Contractor's responsibility to protect the adjacent finishes, mechanical damage due to equipment, and from the work being performed.
- F. If adjacent elements are damaged by Contractor during the execution of the work, the Contractor shall be responsible for repairing or replacing the damaged units at no additional cost to the Owner.

1.9 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. 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.
- C. Owner intends to occupy the Project upon Substantial Completion.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- E. Schedule the Work to accommodate Owner occupancy.

- F. The Contractor shall coordinate the construction process for this Work to assist the Owner in maintaining reasonable continued use of the facilities and site, and protect the Owner's staff and visitors from the effects of construction, especially from noise, vibration, odors and dust that may impact the normal uses of the building. Refer to Section 01 50 00 for additional considerations.
- G. All entrances and exits to the buildings must remain open at all times unless approved by the Owner. This includes any lane necessary to reach the entrances/exits.
- H. Contractor shall be responsible for providing any temporary traffic control signs or flagmen required to maintain safe use of the building during working hours for the project. The Contractor shall also be responsible for providing such equipment or scheduling work to ensure the safe use of the facility during non-working hours.
- I. The Contractor shall submit, within ten (10) working days from the date of the Contract or notice to proceed (whichever occurs first), a detailed work schedule to the Owner for the approval by the Owner. The schedule shall clearly delineate the sequencing of all work operations. This schedule shall be approved by the Owner prior to the start of any work. The Contractor shall submit for approval written notification to the Owner of any change in work sequence at least ten (10) days prior to the effective date of the change.

1.10 CONTRACTOR BADGING

- A. Refer to the Lane County Facility Access Agreement - Section 01 35 55.
- B. The Contractor shall coordinate and make arrangements to accommodate all of the unique security requirements of the Owner for the work in this particular facility during the construction work.
 - 1. The procedures shall include screening of all workers employed at the site by the Sheriff's Department and the issuing of identification badges.
 - 2. The owner will have the right to prohibit any worker from working on this site if they believe that there is any security risk.
- C. Identification badges issued by the Owner's Representative shall be worn by all construction workers when on the site and shall be collected and returned to the owner at the completion of the project.

1.11 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.

END OF SECTION

SECTION 01 20 00

CONTRACT MODIFICATION AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for preparing, handling, and processing Contract modifications and Applications for Payment, including allowances, unit price Work, alternates, and product substitutions.

1.2 RELATED REQUIREMENTS

- A. Document 00 52 00 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Document 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 73 43 - Prevailing Wage Rates
- D. All other Specification Sections.

1.3 UNIT PRICE WORK

- A. Definition: Unit price work, if any, stated on Bid Form, is price per unit of measurement for materials and services for specific Work activity. Contract Sum may be increased or decreased by Unit Price adjustment, based on difference between estimated bid quantity and actual Work quantity.
- B. Measurement Procedures:
 - 1. Measure Work performed on unit price basis, and maintain record of location and unit price quantity of each repair installed. Unless stated otherwise by Architect/Engineer, document unit price quantities with plan view or elevation drawings, or both, and tables with required data, cross-referenced to drawings. Submit recorded information to Architect/Engineer on weekly basis.
 - 2. Architect/Engineer will verify accuracy of measurements and approve final quantities. Notify Architect/Engineer at least three (3) working days before Work will be performed that might make this verification difficult or impossible.
 - 3. Notify Owner's Representative and Architect/Engineer at once in writing of unit price work that deviates materially from Unit Price basis for payment and for which adjustment in Unit Price is desired.
 - a. Measure and quantify all such deviations, and allow Architect/Engineer to verify accuracy of measurements, prior to performing Work that might make verification difficult or impossible.
 - b. Adjustments will be considered only if all repairs of given type have been measured and all deviations, both plus and minus, have been included in determination of average deviation from Unit Price basis for payment.

- C. Payment Procedures:
 - 1. As part of Project closeout, Contract Sum will be modified by unit price times variation in actual Work quantity from estimated quantity included in Bid Form, based on quantities measured by Contractor and approved by Architect/Engineer.

1.4 CONTRACT MODIFICATION PROCEDURES

- A. Minor Changes in Work: Architect/Engineer will issue supplemental instructions authorizing minor changes in Work, not involving adjustment to Contract Sum or Contract Time, on AIA Document G710, Architect's Supplemental Instructions.
- B. Proposal Requests:
 - 1. Owner-Initiated Proposal Requests: Architect/Engineer will issue detailed description of proposed changes in Work that may require adjustment to Contract Sum or Contract Time. Description may include supplemental or revised Drawings and Specifications.
 - a. Proposal Requests issued by Architect are for information only, and are not instructions to either stop Work or execute proposed change.
 - b. Within ten (10) working days after receipt of Proposal Request, submit adjustments to Contract Sum and Contract Time necessary to execute change.
 - 2. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to Contract, propose changes by submitting request for change to Architect/Engineer.
 - a. Include statement outlining reasons for change and provide complete description of proposed change.
 - b. Submit adjustments to Contract Sum and Contract Time necessary to execute change within 21 calendar days of becoming aware of latent or unforeseen condition. Owner will reject claims submitted later than 21 calendar days after latent or unforeseen condition becomes known.
 - 3. Indicate effect of proposed change on Work, and adjustments to Contract Sum and Contract Time necessary to execute change.
 - a. Include quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to change.
 - d. Do not include Contractor's or subcontractor's indirect expense unless it is clearly shown that nature or extent of Work has changed from that which could have been foreseen from information in Contract Documents. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials, or systems of same scope and nature as originally indicated.
 - e. Include updated Construction Schedule that indicates effect of change, including changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting extension of Contract Time.
 - f. Comply with requirements in Section 01 6300 if proposed change requires substitution of one product or system for product or system specified.
 - 4. Use AIA Document G709, Work Changes Proposal Request, for Proposal Requests.
- C. Construction Change Directives:
 - 1. Architect may issue Construction Change Directive on AIA Document G714, Construction Change Directive, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order.

- a. Construction Change Directive contains complete description of change in Work, including method to determine changes in Contract Sum and Contract Time.
 - 2. Maintain detailed records on time and material basis of Work required by Construction Change Directive.
 - a. After completion of change, submit itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.
- D. Change Order Procedures:
- 1. Owner will authorize change in Contract by executing AIA Document G701, Change Order.
 - 2. Allowance Adjustment: Change Orders for allowance items will decrease allowance amounts, and have no effect on Contract Amount, until allowance amount has been depleted.
 - a. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

1.5 PAYMENT PROCEDURES

- A. Schedule of Values:
- 1. Format and Content:
 - a. Include following Project identification.
 - 1) Project name and location.
 - 2) Name of Architect/Engineer.
 - 3) Contractor's name and address.
 - 4) Date of submittal.
 - b. Provide breakdown of Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment.
 - 1) Coordinate with Project Manual Table of Contents.
 - 2) Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of Work.
 - 3) Provide separate line item for each part of Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 4) Where Work is phased, include effects of phasing in Schedule of Values.
 - 5) Each item in Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - 6) Show temporary facilities and other major cost items that are not direct cost of actual Work-in-place, as either separate line items in Schedule of Values or distributed as general overhead expense, at Contractor's option.
 - 7) Round amounts to nearest whole dollar; total shall equal Contract Sum.
 - 2. Coordinate Schedule of Values with other administrative forms and schedules, including Construction Schedule, submittal schedule, and application for payment forms.
 - 3. Submit Schedule of Values to Architect/Engineer at least ten (10) working days before submittal of initial Application for Payment.
 - 4. Update and resubmit Schedule of Values before next Application for Payment when Change Order results in change in Contract Sum.
- B. Prevailing Wage Payment Certification:
- 1. Submit Prevailing Wage Payment Certification Forms as required by Section 00 7343.

C. Applications for Payment:

1. Payment Application Form: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
2. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid by Owner.
3. Application Preparation: Complete every entry on form. Notarize and execute by person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - a. Entries shall match data on Schedule of Values and Contractor's Construction Schedule. Use updated schedule if revisions were made.
 - b. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Submittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required. Transmit submittal with transmittal form listing attachments and recording appropriate information about application.
5. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file mechanic's lien arising out of Contract and related to Work covered by payment.
 - a. Submit partial waivers on each item for amount requested in application, after deduction for retainage on each item.
 - b. When application shows completion of item, submit final or full waiver.
 - c. Execute waiver forms in manner acceptable to Owner.
 - d. Owner reserves right to designate which entities involved in Work must submit waivers.
6. Application for Payment at Substantial Completion: After issuing Certificate of Substantial Completion, submit Application for Payment showing 100 percent completion for portion of Work claimed as substantially complete.
 - a. Include documentation supporting claim that Work is substantially complete and statement showing accounting of changes to Contract Sum.
 - b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of Work.
7. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to following:
 - a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to Contract Sum.
 - d. AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.
 - e. AIA Document G706A, Contractor's Affidavit of Release of Liens.
 - f. AIA Document G707, Consent of Surety to Final Payment.
 - g. Evidence that claims have been settled.
 - h. Final meter readings for utilities, measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of Work.
 - i. Final liquidated damages settlement statement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Project coordination and supervision, meetings, schedules, and photographic documentation.

1.2 COORDINATION

- A. Project has special requirements for coordinating Work because of following conditions.
 - 1. Nature and use of the facility.
 - 2. Occupancy of facility by Owner during construction period.
- B. Provide supervision, planning, scheduling, and control to perform Work and meet requirements of Contract Documents.
 - 1. Schedule and coordinate construction operations in sequence required to obtain best results where installation of one part of Work depends on installation of other components, before or after its own installation.
 - 2. Notify affected parties in writing, as necessary, of special procedures required for coordination.
 - 3. Coordinate scheduling and timing of required administrative procedures to ensure orderly progress of Work. Such administrative activities include following:
 - a. Preparation of construction schedule and Schedule of Values.
 - b. Installation and removal of temporary facilities and controls.
 - c. Delivery and processing of submittals.
 - d. Progress and pre-installation meetings.
 - e. Project closeout activities.
- C. Notify Owner's Representative in writing 72 hours in advance of time when construction areas will be returned to Owner for use or when new Work areas are required.
- D. Submit building access plan to Owner's Representative for review and written approval at least 10 working days prior to its implementation. Include locations of temporary enclosures and storage.

1.3 SUPERVISION

- A. Provide project superintendent at site each day during progress of Work. Superintendent shall be literate and fluent in English.

1.4 MEETINGS

- A. General:
 - 1. Schedule and conduct meetings at site, unless otherwise indicated.
 - 2. Notify participants, others involved, and individuals whose presence is required, of date and time of meeting. Notify Owner and Architect/Engineer of scheduled meeting dates and times.

3. Agenda: Prepare meeting agenda and distribute agenda to invited attendees.
4. Minutes: Architect/Engineer will record significant discussions, agreements, and disagreements, and distribute meeting minutes to concerned parties, including Owner and Architect/Engineer, within seven (7) days of meeting.

B. Pre-Construction Meeting:

1. Conduct pre-construction meeting before Work begins. Owner's Representative, Architect/Engineer, and responsible representatives from major subcontractors and other concerned parties shall be present. Participants shall be familiar with Project and authorized to conclude matters relating to Work.
2. Describe in detail when each portion of Work is to be performed, based on construction schedule. Discuss phasing and critical work sequencing. Subcontractors shall participate in discussion.
3. Discuss following:
 - a. Subcontractors, including responsibilities and personnel assignments.
 - b. Key personnel, including contact information, and their duties.
 - c. Tentative construction schedule.
 - d. Procedures for requests for interpretations, field decisions, and change orders.
 - e. Submittal procedures.
 - f. Procedures for processing Applications for Payment.
 - g. Use of premises, including office and storage areas, parking availability, and Owner's requirements.
 - h. Work hours and restrictions.
 - i. Deliveries and priorities.
 - j. Temporary facilities and controls.
 - k. Testing and inspecting requirements.
 - l. Safety, first aid, and security procedures.
 - m. Housekeeping procedures, including progress cleaning and construction waste management and recycling.
 - n. Preparation of record documents.
4. Discuss questions that Contractor or subcontractors may have about Work or construction schedule.
5. Architect/Engineer will interpret Contract Documents.
6. Owner's Representative will discuss occupancy and use of facility during construction and other Owner concerns.

C. Progress Meetings: Conduct progress meetings at regular intervals.

1. Owner's Representative, Architect/Engineer, and representatives of each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be present. Participants shall be familiar with Project and authorized to conclude matters relating to Work.
2. Review and correct or approve minutes of previous progress meeting. Review items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
3. Construction Schedule: Review progress since last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within Contract Time.
 - a. Review schedule for next period.

4. Review present and future needs of each entity present, including following:
 - a. Sequence of operations, interface requirements, and coordination of Work.
 - b. Status of submittals, deliveries, and off-site fabrication.
 - c. Site utilization, temporary facilities and controls, access, and progress cleaning.
 - d. Field observations, problems, and decisions.
 - e. Quality and work standards, and status of corrective measures for deficient items.
 - f. Status of payment requests, requests for interpretations, proposal requests, pending changes, Change Orders, and pending claims and disputes.
5. If Work is proceeding according to construction schedule, Architect/Engineer may cancel next meeting.

1.5 SCHEDULES

- A. Prepare construction schedule for entire Work, including complete sequence of construction by activity. Schedule shall be in form of horizontal bar chart, with separate horizontal bar for each construction activity and first workday of each week identified.
 1. Provide beginning and completion dates for each construction activity and phase.
 - a. Indicate completion percentage for each activity on first day of each month.
 - b. Indicate time periods when portions of site will not be available for Owner use and when stairs and elevators will be used for construction activities.
 - c. Indicate periods of interruption of utility services.
 2. Provide submittal dates and dates when reviewed submittals will be required.
 3. Provide product procurement and delivery dates.
 4. Provide dates for selection of finishes.
 5. Provide separate sub-schedules as necessary to provide more detail for critical portions of schedule.
- B. Submit construction schedule to Owner's Representative and Architect/Engineer within ten (10) days after date of Notice to Proceed.
- C. Update schedule on monthly basis or when actual construction progress deviates significantly from that shown on current schedule.
 1. Show all changes that have occurred since previous schedule was prepared, including progress of each activity, current completion dates, and major changes in scope.
 2. Provide narrative report that discusses following items and their effects on schedule.
 - a. Progress of each activity and current completion date, compared to previous schedule.
 - b. Description of changes.
 - c. Problem areas, including current and anticipated delay factors.
 - d. Corrective actions taken or proposed.
 3. Resubmit to Owner's Representative and Architect/Engineer.
- D. Distribute current schedule to jobsite file, subcontractors, and other affected parties. Instruct parties to report any inability to comply and to provide detailed explanation with suggested remedies.

1.6 PHOTOGRAPHIC DOCUMENTATION

- A. Photograph existing and new construction conditions that are important to construction or that deviate substantially from Contract Documents; significant conditions that will be concealed by Work; representative work performed during daily operations; areas of work as requested by Architects or Owner; finish surfaces that might be misconstrued as damage caused by

removal or other Work operations; and immediate follow-up when on-site events result in construction damage or loss.

1. Photographs shall be in focus and shall clearly show condition.
 2. Maintain complete set of photographs at site, with image log including:
 - a. Name of Project.
 - b. Unique sequential identifier.
 - c. Date and time photograph was taken.
 - d. Description of vantage point, indicating location, direction by compass point, and elevation or story of construction or key plan with photograph locations, or both.
- B. Within 3 days of taking photographs, submit complete digital-image electronic file with image log to Architect/Engineer and Owner's Representative. Submit digital images exactly as originally recorded in camera, without alteration, manipulation, editing, or modification.
1. Submit photographs of pre-existing damage prior to beginning Work in area.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.

1.2 SUBMITTALS

- A. General:
 - 1. Identification: Include permanent label or title block on submittal or cover sheet, with following information.
 - a. Project name.
 - b. Date.
 - c. Names of Architect/Engineer, Contractor, subcontractor, manufacturer, supplier, and firm or entity that prepared submittal, as appropriate.
 - d. Identification information, such as number and title of appropriate Specification section, Drawing number and detail references, location(s) where product is to be installed, or other necessary information.
 - e. Label each submittal with specification section number followed by decimal point and then sequential number (e.g., 06100.01). On resubmittals, include alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - f. Provide space approximately 6 by 8 inches for Contractor's approval stamp and action stamp of Architect/Engineer.
 - 2. Deviations: Highlight, encircle, or otherwise specifically identify deviations from Contract Documents on submittals.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not use reproductions of Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in Contract Documents. Include following information, as applicable:
 - a. Dimensions, including notation of those established by field measurement.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Notation of coordination requirements.
 - i. Relationship to adjoining construction clearly indicated.
 - j. Seal and signature of professional Engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8 1/2 by 11 inches but no larger than 30 by 42 inches.
 - 3. Submit number of prints required by Contractor plus two that will be retained by Architect/Engineer. Mark up and retain one returned print as Project Record Document. Prints shall have white background and dark lettering and line work.

- C. Product Data: Collect information into single submittal for each element of construction and type of product or equipment.
 - 1. Clearly mark each copy of submittal to show which products and options are applicable. Delete information which is not applicable. Supplement standard information with project-specific information.
 - 2. Include following information, as applicable:
 - a. Manufacturer's catalog cuts, product specifications, schematic drawings, installation instructions, and written recommendations.
 - b. Compliance with referenced standards.
 - c. Testing by recognized testing agency.
 - 3. Submit number of copies required by Contractor plus two that will be retained by Architect/Engineer. Mark up and retain one returned copy as Project Record Document.
- D. Products List: Within ten (10) working days after date of Notice to Proceed, submit to Architect/Engineer list of products proposed for use, tabulated by Specification section. Include name and address of manufacturer, trade name of product, and model or catalog designation.
- E. Samples: Submit physical samples to illustrate functional and aesthetic characteristics of product, for review of materials and workmanship, for compatibility with other elements, and for comparison with actual installed elements.
 - 1. Samples shall be of sufficient size to show general visual effect.
 - 2. Include sets of at least three samples that show full range of color, pattern, texture, graining, and finish.
 - 3. Transmit samples that contain multiple, related components such as accessories together in one submittal package.
 - 4. Identification: Attach label on unexposed side of each sample that includes following:
 - a. Generic description of sample.
 - b. Product name, name of manufacturer, and sample source.
 - c. Number and title of appropriate Specification section.
 - 5. Samples for Initial Selection: Submit two (2) full sets of units or sections of units from supplier's product line, showing full range of colors, textures, and patterns available. Architect/Engineer will retain one set and return one set with options selected.
 - 6. Samples for Verification: Submit full-size units or samples of size indicated, prepared from same material to be used for Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected.
 - a. Submit number of samples required by Contractor plus one that will be retained by Architect/Engineer. Mark up and retain one returned sample as Project Record Document.
 - 7. Maintain approved samples at Project site, available for quality-control comparisons during construction. Samples may be used to determine final acceptance of construction associated with sample.
- F. Delegated Design:
 - 1. Where required by Contract Documents, in addition to shop drawings, product data, and other required submittals, submit statement, signed and sealed by responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by design professional.
 - a. Indicate that products and systems comply with performance and design criteria in Contract Documents.

- b. Include list of codes, loads, and other factors used in performing these services, and signed and sealed design calculations where required.

1.3 SUBMITTAL PROCEDURE

- A. Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals requiring concurrent review, and related activities that require sequential activity.
 2. Allow sufficient time for submittal and resubmittal review. Failure to provide sufficient time for submittal and resubmittal reviews will not be basis for extension of Contract Time.
- B. Review Time:
 1. Allow ten (10) working days for review of each submittal and resubmittal.
 2. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when submittal being processed must be delayed for coordination.
 3. Time for review shall commence when Architect/Engineer receives submittal.
- C. Contractor Review:
 1. Review each submittal, coordinate with other Work, and check for compliance with Contract Documents. Verify field dimensions and conditions. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work. Note corrections.
 2. Before submitting to Architect/Engineer, stamp with uniform approval stamp including reviewer's name; date of Contractor's approval; and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 3. Submittal Log: Maintain a submittal log that lists all submitted items per specification section. Record the dates submitted, the dates returned, and disposition of each item based on the Architect/Engineer's review. Submit final log showing all approved materials at substantial completion.
- D. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 or similar.
- E. Architect/Engineer Action:
 1. Architect/Engineer will not review submittals that are received from sources other than Contractor or that do not bear Contractor's approval stamp, and will return them without action to Contractor.
 2. Architect/Engineer will review each submittal for conformance with design concept of Project and compliance with Contract Documents. Architect/Engineer will make marks to indicate corrections or modifications required, and stamp with action stamp. Action stamp will include reviewer's name, date of review, and required Contractor action. Contractor actions may include making corrections or modifications to submittal or resubmitting submittal, or both.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision and changes made.
 3. Resubmit until Architect/Engineer indicates that no resubmittal is required.

- G. Distribution: Furnish copies of final submittals to jobsite file, record documents file, manufacturers, subcontractors, suppliers, fabricators, installers, public authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use only final submittals with Architect/Engineer's action stamp, for construction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 53
SECURITY PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

1.2 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary of Work
- B. Section 01 50 00 - Temporary Facilities and Controls

1.3 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.

1.4 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to Owner on request.
- D. Owner will control entrance of persons and vehicles related to Owner's operations.
- E. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

1.5 PERSONNEL IDENTIFICATION

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge To Include: Personal photograph, name, assigned number, expiration date and employer.
- C. Maintain a list of accredited persons, submit copy to Owner on request.
- D. Require return of badges at expiration of their employment on the Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 35 55

LANE COUNTY FACILITY ACCESS AGREEMENT

Lane County has directed that access to sensitive areas of Lane County facilities for construction purposes is contingent on passing a computerized criminal and arrest/conviction history investigation. Therefore, I understand and agree to the following:

I authorize the Lane County Sheriff's Office or its agent to conduct a computerized criminal and arrest/conviction history investigation of my background.

I agree that I will keep any information observed or obtained from any local, State or Federal, criminal justice systems(s), HIPAA protected Electronic Patient Health Information or any other restricted data strictly confidential. I agree that I will use data from these system(s) only in the performance of my assigned job duties and I will not allow any unauthorized access to data. Outside of my job duties, I will not disseminate in any way information observed or obtained from any system. I understand that to use it in any other way may be a violation of Oregon law.

I assert that I have not been convicted of a felony at any time, I have not been convicted of a Class A Misdemeanor within the last 24 months, and I am not currently a defendant in a criminal proceeding involving a felony or Class A Misdemeanor. The only exception would be convictions related to driving offenses. If this assertion is found to be false on the basis of a computerized investigation of my background or any other information that becomes available to the Sheriff's Office, I will not be granted access to the Lane County facilities for construction purposes.

I also understand that regardless of anything reported on the background check, Lane County reserves the right to deny me access to the building for any reason depending on the area in which construction is being completed.

Full Name (First, Middle, Last): _____

Date of Birth: _____ State of Birth: _____ Social Security No.: _____

Drivers License No: _____ State Issued: _____

All other names I have ever used (e.g. Maiden name, name change, etc.): _____

List all states lived in since age eighteen (18): _____

Employed by: _____ Position: _____

Signature: _____ Date: _____

Witness: _____ Date: _____

Lane County Staff Only:

Project Name: _____

Project Contact: _____ Phone: _____

Cost Coding: Fund _____ DeptID _____ Program _____ Account _____

Fingerprinting required: Yes _____ No _____

Lane County Sheriff's Office Staff Only:

CCH completed by: _____ Date: _____

Fingerprints already on file: Yes _____ No _____

Pass Fail Authorized by: _____ Date: _____

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated, and do not relieve Contractor of responsibility for compliance with requirements of Contract Documents.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and quality control procedures that facilitate compliance with requirements of Contract Documents.
 - 2. Requirements for Contractor to provide quality assurance and quality control services required by Architect/Engineer, Owner, or public authorities having jurisdiction are not limited by provisions of this Section.

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International:
 - a. E329: Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

1.3 DEFINITIONS

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of Work to evaluate that actual products incorporated into Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.

1.4 COMPLIANCE CRITERIA

- A. General: If compliance with two or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirement.
- B. Minimum Quantity or Quality Level: Quantity or quality level shown or specified shall be minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for context of requirements.

- C. Refer uncertainties to Architect/Engineer for decision before proceeding.

1.5 SUBMITTALS

- A. Testing Agency Qualification Data: Provide documentation demonstrating compliance with ASTM E329 of laboratory and personnel.
- B. Reports: Prepare and submit certified written reports. Submit copies of reports to Owner's Representative, Architect/Engineer, and Contractor. Reports shall include following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of Work and test and inspection method.
 - 7. Identification of product and Specification section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with requirements of Contract Documents.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and re-inspecting.
- C. Special Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of Work.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Comply with requirements of ASTM E329, with experience and capability to conduct testing and inspecting indicated and with additional qualifications specified in individual sections.
- B. Mock-ups: Full-size, physical assemblies that are constructed on-site.
 - 1. Mock-ups are used to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; and to review construction, coordination, testing, or operation.
 - 2. Before installing portions of Work requiring mock-ups, build mock-ups for each form of construction and finish required, to comply with following requirements, using materials indicated for completed Work.
 - a. Build mock-ups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
 - b. Notify Architect/Engineer ten (10) working days in advance of dates and times when mock-ups will be constructed.
 - c. Portions of mock-up that will be concealed shall be inspected by Architect/Engineer prior to concealment and, when approved, photographed for future reference.
 - d. Demonstrate proposed range of aesthetic effects and workmanship.
 - e. Obtain Architect/Engineer's approval of mock-ups before starting work, fabrication, or construction.

3. Maintain approved mock-ups during construction in undisturbed condition as standard for judging completed Work.
4. Demolish and remove mock-ups when directed, unless otherwise indicated.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 QUALITY CONTROL

- A. Owner Responsibilities: Where quality control services are indicated as Owner's responsibility, Owner will engage qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and descriptions of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with Contract Documents will be charged to Contractor, and Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner, and testing and inspecting requested by Contractor and not required by Contract Documents, are Contractor's responsibility. Unless otherwise indicated, provide quality control services specified and those required by public authorities having jurisdiction, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage qualified testing agency to perform these services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agency at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality control services are indicated as Contractor's responsibility, submit certified written report, in duplicate, of each quality control service.
 4. Submit additional copies of each written report directly to public authorities having jurisdiction, when they so direct.
 5. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Determine location from which test samples will be taken and in which in-situ tests are conducted.
 2. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in Work during performance of its services.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit certified written report of each test, inspection, and similar quality control service.
 5. Do not release, revoke, alter, or increase requirements of Contract Documents or approve or accept any portion of Work.

6. Do not perform any duties of Contractor.
- D. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
 2. Notify testing agency sufficiently in advance of operations to permit assignment of personnel.
- E. Associated Services: Cooperate with Architect/Engineer and testing agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Provide following:
1. Submittals of materials, mix designs, and products necessary for testing agency to test and evaluate field work.
 2. Access to Work.
 3. Incidental labor and facilities necessary to facilitate tests and inspections.
 4. Adequate quantities of representative samples of materials that require testing and inspecting. Assist testing agency in obtaining samples.
 5. Facilities for storage and field curing of test samples.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Repair and Protection:
1. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - a. Provide materials and comply with installation requirements specified in other sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Protect construction exposed by or for quality control services.
 3. Repair and protection are Contractor's responsibility, regardless of assignment of responsibility for quality control services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Requirements for temporary utilities, support facilities, and protection and controls.
- B. Pay for temporary utilities, support facilities, and protection and control measures unless otherwise indicated. Allow other entities to use temporary utilities and facilities without cost, including Owner's Representative, Architect/Engineer, subcontractors, testing agencies, and public authorities having jurisdiction.

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. Associated General Contractors of America (AGC).
 - a. Manual of Accident Prevention for Construction.
 - 2. National Electrical Contractors Association (NECA).
 - a. 200 - Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites.
 - 3. National Fire Protection Association (NFPA).
 - a. 70 - National Electric Code.
 - b. 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect/Engineer, permanent or temporary roofing is complete, insulated, and weathertight, and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to Architect/Engineer, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and special permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2 inch, 0.148 inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8 inch OD line posts and 2-7/8 inch OD corner and pull posts, with 1-5/8 inch OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2 inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8 inch OD line posts and 2-7/8 inch OD corner and pull posts, with 1-5/8 inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Lumber and Plywood: Construction grade, Southern pine, SPIB lumber with 19 percent maximum moisture content and 1/2 inch thick, exterior grade sheathing.
- D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 EXECUTION

3.1 GENERAL

- A. Comply with AGC Manual of Accident Prevention for Construction; applicable laws and governmental rules and regulations; and public authorities having jurisdiction.
- B. Conditions of Use:
 - 1. Locate temporary services and facilities where they will serve Project adequately and result in minimum interference with performance of Work. Coordinate locations with Owner's Representative.
 - 2. Provide temporary services and facilities ready for use when needed to avoid delay.
 - 3. Maintain temporary and existing services and facilities clean and neat, in good operating condition, and in condition acceptable to Owner.
 - 4. Relocate and modify temporary services and facilities as required by progress of Work.
 - 5. Enforce strict discipline in use of temporary services and facilities. To minimize waste and abuse, limit availability of temporary services and facilities to essential and intended uses.
 - 6. Remove temporary services and facilities when no longer needed, but no later than Substantial Completion.
 - a. Personnel remaining after Substantial Completion will be permitted to use permanent facilities under conditions acceptable to Owner.
 - b. Restore site to condition existing before Project commencement.
 - c. Materials and facilities that constitute temporary facilities are property of Contractor.
- C. Provide temporary ladders, ramps, runways, stairs, scaffolding, staging, enclosures, hoists, rubbish chutes, and other construction aids as may be required for Work.

3.2 TEMPORARY UTILITIES

- A. General: Install temporary service or connect to existing service.
 - 1. Coordinate with utility company.
 - 2. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 3. Arrange for public authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and special permits.
- B. Water Service: Use of Owner's existing water service will be permitted.
 - 1. Provide connections and extensions of service as required for construction operations.
 - 2. Provide additional water as necessary.

- C. Electric Power Service: Use of Owner's existing electric power service will be permitted.
 - 1. Provide connections, extensions of service, and receptacle outlets as required for construction operations.
 - 2. As necessary, provide additional electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Do not overload Owner's service.
 - 3. Comply with NECA 200 and NFPA 70.
 - 4. Maintain temporary service in safe condition and utilize in safe manner.
- D. Lighting: Owner will provide existing lighting at existing locations.
 - 1. Provide additional lighting, as necessary, with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 2. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 TEMPORARY FACILITIES

- A. Parking: Construction personnel shall park in Work area or off-site unless other arrangements are made in advance in writing with Owner's Representative.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel at location designated by Owner's Representative.
 - 1. Provide disposable supplies, including toilet tissue, paper towels, and paper cups. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Service toilets at least twice weekly.
 - 3. Provide wash facilities supplied with potable water at convenient locations for personnel who handle materials that require clean up. Supply cleaning compounds appropriate for each type of material handled. Dispose of drainage properly.
 - a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
 - 4. Comply with public authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of public authorities having jurisdiction.
- D. Use of Existing Stairs and Elevators: Use of Owner's existing stairs and elevators will be permitted, as long as stairs and elevators are cleaned and maintained in condition acceptable to Owner.
 - 1. Coordinate daily usage with Owner's Representative and with requirements for facility operations.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs, elevator cars, and entrance doors and frame, and to maintain means of egress.
 - 3. At Substantial Completion, restore stairs and elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Construction maintenance and operation shall be in accordance with public authorities having jurisdiction.
 - 2. Locate sufficient distance from exterior walls and protect walls to prevent damage.

3.4 TEMPORARY PROTECTION AND CONTROLS

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with applicable laws, governmental rules and regulations, and public authorities having jurisdiction with regard to noise, dust, pest, and pollution control.
- B. Pedestrian Barricades: Provide and maintain pedestrian barricades as necessary to prevent unauthorized personnel and building tenants from entering construction areas.
- C. Barricades, Warning Signs and Lights, and Traffic Controls: Provide and maintain barricades, warning signs and lights, and traffic controls. Provide traffic control as necessary for construction vehicles entering and leaving site, and for non-construction vehicles on or near site. Comply with requirements of public authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Project Identification and Temporary Signs: Provide Project identification and other signs at locations indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary directional signs for construction personnel and visitors.
 - 2. Maintain signs so they are legible at all times.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Provide portable, UL-rated fire extinguishers with class and extinguishing agent as required by locations and classes of fire exposures.
 - 2. Prohibit smoking on Project site.
 - 3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of public authorities having jurisdiction.
 - 4. Store combustible materials in approved safety containers and enclosures, away from building if possible.
 - 5. Develop and supervise overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- F. Dust and Fume Control: Prevent dust, dirt, fumes, and odors from entering occupied areas.
 - 1. Provide and maintain floor-to-ceiling dustproof partitions to limit dust, dirt, fumes, and noise migration to occupied areas.
 - 2. Filter supply air or disconnect HVAC systems in or near Work area that service occupied areas.
- G. Noise Control: Perform Work in manner to minimize noise, during hours authorized by Owner's Representative.
- H. Existing Drains:
 - 1. Verify that drains in or near Work area are open and free flowing prior to start of Work.
 - 2. Lawfully remove construction effluent from site. Do not allow construction debris to flow into existing drains or sewer systems.
 - 3. Rout or replace clogged drain lines at completion of Work.

- I. “No Smoking” Signs: Smoking shall be prohibited during operations where there are combustible/flammable materials present. “No Smoking” signs shall be clearly posted in these areas.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION

SECTION 01 63 00

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 GENERAL

1.1 PRODUCTS LIST

- A. Tabulate list by each Specification section.
- B. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of manufacturer
 - 2. Trade name
 - 3. Model or catalog designation
 - 4. Manufacturer's data
 - a. Performance and test data
 - b. Reference standards
 - 5. Material Safety Data Sheets for all chemicals to be used.

1.2 PRODUCT OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any of the products and manufacturers listed (only).
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal" after specified product, if the Contractor selects a product which is not specified by name, and which meets the requirements of the Specifications, it shall meet the requirements for substitutions as described in this section.

1.3 SUBSTITUTIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Architect/Engineer will act upon formal requests received from the Contractor for substitution of products in place of those specified within ten (10) working days of receipt of the formal written request provided all required information is submitted with the substitution request. Architect/Engineer will notify Contractor of acceptance or rejection of proposed substitution within ten (10) working days of receipt of request, or ten (10) working days of receipt of additional information or documentation, whichever is later.
 - 1. Acceptance or rejection of proposed substitutions shall be at sole discretion of Architect/Engineer, whose decision is final.
 - 2. Accepted substitution will be incorporated into Contract by Change Order, Construction Change Directive, or Architect/Engineer's Supplemental Instructions for minor changes in Work.
 - 3. Use product specified if Architect/Engineer does not issue decision on use of proposed substitution within time allocated.

- C. Submit three copies of the request for substitution. Include in the request:
 - 1. Complete data substantiating compliance of the proposed substitution with the Contract Documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address
 - b. Manufacturer's literature
 - 1) Product description
 - 2) Performance and test data
 - 3) Reference standards
 - c. Samples
 - d. Name and address of similar projects on which product was used, and date of installation.
 - 3. For construction methods:
 - a. Detailed description of proposed method
 - b. Drawings illustrating methods
 - 4. Itemized comparison of the proposed substitution with the product or method specified.
 - 5. Data relating to changes in construction schedule
 - 6. Accurate cost data on the proposed substitution in comparison with the product or method specified.
- D. In making a request for substitution, Bidder/Contractor represents:
 - 1. He has personally investigated the proposed product or method, and has determined that it is equal or superior in all respects to that specified.
 - 2. He will provide the same guarantee for the substitution as for the product or method specified.
 - 3. He will coordinate the installation of the accepted substitution into the work, making such changes as may be required for the work to be complete in all respects.
 - 4. He waives all claims for additional costs related to the substitution which consequently become apparent.
 - 5. The cost data is complete and includes all related costs under his Contract, but excludes:
 - a. Costs under separate contracts
 - b. Architect/Engineer's re-design
- E. Substitutions will not be considered if:
 - 1. They are indicated or implied on shop Drawings or project data submittals without a formal request submitted in accordance with this section.
 - 2. Acceptance will require a substantial revision of the Contract as determined by the Owner.
- F. Modify or adjust Work as necessary to integrate work of approved substitutions.

END OF SECTION

SECTION 01 63 23

SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.1 SUBMIT TO: WJE ARCHITECTS & ENGINEERS, PC, 960 SOUTH HARNEY STREET, SEATTLE, WA 98108

1.2 PROJECT: LANE COUNTY JJC PENTHOUSE ROOFING SYSTEM REPLACEMENT

1.3 SPECIFIED ITEM:

A. SECTION NAME AND NUMBER: _____

B. PRODUCT TYPE AND NAME AND MODEL: _____

C. PARAGRAPH AND PRODUCT DESCRIPTION: _____

1.4 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.

1.5 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.

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

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

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

1.9 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 70 10
EXECUTION OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: General administrative and procedural requirements governing execution of Work, including following:
 - 1. Examination of existing conditions.
 - 2. Preparation.
 - 3. Removal of existing construction, including salvage and reuse of materials.
 - 4. Cutting and patching.
 - 5. Installation of Work.
 - 6. Protection of installed construction.
 - 7. Correction of Work.
 - 8. Progress cleaning.

- B. Cutting and patching includes following:
 - 1. Removal and replacement of existing construction necessary to install Work or make several parts fit properly.
 - 2. Removal and replacement of Work
 - a. That is defective;
 - b. That does not conform to requirements of Contract Documents;
 - c. To provide for installation of ill-timed Work;
 - d. To alter Work; or
 - e. To allow observation of concealed Work.
 - 3. Removal of samples of installed Work for testing.

1.2 REFERENCES

- A. Definitions:
 - 1. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
 - 2. Existing to remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
 - 3. Patching: Fitting and repair work required to restore construction to original condition after installation of other work.
 - 4. Remove: Detach items from existing construction and legally dispose of off-site, unless indicated to be removed and salvaged or removed and reinstalled.
 - 5. Remove and reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
 - 6. Remove and salvage: Detach items from existing construction and deliver to Owner ready for reuse.

- B. Reference Standards: Latest edition as of Specification date.
 - 1. National Fire Protection Association (NFPA).
 - a. 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.3 SUBMITTALS

- A. Submit plan/procedures for protecting stored materials, installed work, building, and site.
- B. Submit, prior to beginning Work, documentation of existing conditions, including finish surfaces, which might be misconstrued as damage caused by Work.
- C. Submit identification codes and inventory of materials to be salvaged or reinstalled.
- D. Cutting and Patching Proposal: Submit proposal describing cutting and patching procedures at least 10 days before time cutting and patching will be performed. Include following information:
 - 1. Describe extent of cutting and patching, how cutting and patching will be performed, and why cutting and patching cannot be avoided. List products to be used and firms or entities that will perform Work.
 - 2. Indicate when cutting and patching will be performed.
 - 3. Describe anticipated results, including changes to structural elements and changes in building's appearance and other significant visual elements. Where cutting and patching involve temporarily or permanently modifying structural elements, submit details and engineering calculations showing that temporary measures and permanent construction will not adversely affect structure.
 - 4. Obtain Architect/Engineer's review comments for cutting and patching proposal and respond to comments before cutting and patching. Review does not waive right to later require removal and replacement of unsatisfactory work.
- E. Manufacturers' recommendations for cleaning spillage and over-application of products.
 - 1. Proposed products and methods for cleaning where no manufacturers' recommendations.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect/Engineer of locations and details of cutting and await directions from Architect/Engineer before proceeding. Shore, brace, and support structural element, as necessary, during cutting and patching. Do not cut and patch structural elements in manner that could change their load-carrying capacity or load-deflection ratio.
 - 2. Other Construction Elements: Do not cut and patch other construction elements or components in manner that could change their load-carrying capacity; that results in reducing their capacity to perform as intended or in increased maintenance or decreased operational life or safety. Other construction elements might include following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Equipment supports.
 - 3. Visible Elements: Do not cut and patch exposed construction in manner that results in visible evidence of cutting and patching or in manner that would, in Architect/Engineer's

opinion, reduce building's aesthetic qualities. Remove and replace construction that has been cut and patched in visually unsatisfactory manner.

- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.5 PROJECT CONDITIONS

- A. Notify Architect/Engineer of discrepancies between Drawings and existing conditions before proceeding with Work.
- B. Assume responsibility for actual condition of existing construction.

1.6 WARRANTY

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

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match adjacent surfaces to fullest extent possible.
 - a. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide match acceptable to Architect/Engineer for visual and functional performance of in-place materials.
- B. Cleaning: Select cleaning materials, equipment, and methods to avoid scratching, marring, defacing, staining, or discoloring surfaces.
 - 1. Use cleaning materials and methods recommended by manufacturer of surface to be cleaned.
 - 2. Use cleaning materials on surfaces recommended by cleaning-material manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION OF EXISTING CONDITIONS

- A. Survey existing conditions and correlate with requirements indicated to determine extent of removal Work required.
 - 1. Inventory and record condition of items to be removed and salvaged or reinstalled.
- B. Document with photographs or videotape, or both, existing conditions of adjoining construction, including finish surfaces, which might be misconstrued as damage caused by demolition activities; existing conditions that are important to construction or that deviate

substantially from Contract Documents; and significant conditions that will be concealed by Work.

- C. Examination and Acceptance of Conditions: Before proceeding with each component of Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Provide written description of conditions detrimental to performance of Work, including substrates and unacceptable installation tolerances, and recommend corrections.
 - 4. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected. Proceeding with Work indicates acceptance of surfaces and conditions.
- D. When unanticipated structural, electrical, or mechanical elements that conflict with intended function or design are encountered, investigate and measure nature and extent of conflict. Promptly submit written report to Architect/Engineer.
- E. Survey existing conditions as Work progresses to detect hazards resulting from construction.
- F. Provide access to Work areas and perform localized demolition as necessary for inspection of concealed underlying conditions by Architect/Engineer and Owner's Representative.

3.2 UTILITIES AND MECHANICAL AND ELECTRICAL SYSTEMS

- A. Disconnect and seal or cap off indicated utility services and mechanical and electrical systems in Work areas.
- B. Where existing utility services or mechanical or electrical systems are required to be removed, relocated, or abandoned, bypass such services/systems before beginning Work to prevent interruption to occupied areas.

3.3 PREPARATION

- A. Field Measurements: Take field measurements as required to fit Work properly. Recheck measurements before installing each product. Where portions of Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of need for clarification of Contract Documents caused by differing field conditions outside control of Contractor, submit request for information to Architect/Engineer. Include detailed description of problem encountered, with recommendations for changing Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."
- C. 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.

3.4 PARTIAL REMOVAL

- A. Demolish and remove existing construction and installations only as necessary and required for proper installation of Work indicated on Drawings and Specifications.
 1. Conduct removals carefully to avoid damaging existing construction and installations that will remain. Protect construction that will remain against damage and soiling. When permitted by Architect/Engineer, items may be removed to suitable, protected storage location during removal Work and cleaned and reinstalled in original locations after removal operations are complete.
 - a. Neatly cut openings and holes plumb, square, and true to dimensions required.
 - b. Cut or drill from exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - c. Use cutting methods least likely to damage construction to remain.
 - d. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
 - e. Temporarily cover openings to remain.
 2. Provide and maintain shoring, bracing, and structural supports, as required to preserve stability and prevent movement, settlement, or collapse of construction or finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 3. Remedy damage to existing construction and installations caused by Contractor operations.
- B. Items to be Salvaged or Reinstalled.
 1. Carefully remove from building, clean, and mark with identifying code.
 2. Store in secure area and protect from damage.
 3. Replace damaged items to be reinstalled with new items to match undamaged originals.
 4. Items to be salvaged.
 - a. Pack or crate, and label contents of containers.
 - b. Store in secure area until delivery to Owner.
 - c. Transport to Owner's on-site storage area.
 - d. Protect from damage during transport and storage.

3.5 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 shown.
 - 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.

3.6 CUTTING AND PATCHING

- A. General: Cut in-place construction to provide for installation of other components or performance of other construction and proceed with patching after construction operations requiring cutting are complete, as required to restore surfaces to their original condition.
 - 1. Employ skilled workers to perform cutting and patching.
 - 2. Proceed with cutting and patching at earliest feasible time and complete without delay.
 - 3. Provide temporary support of work to be cut.
 - 4. Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - 5. Coordinate cutting and patching with use of and free passage to adjoining occupied areas.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using cutting machine, such as abrasive saw or diamond-core drill.
 - 4. Provide substrate suitable for installation of Work and patching.
 - 5. Notify Architect/Engineer and Owner's Representative immediately of damage to concealed elements, such as electrical conduits.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in manner that will minimize evidence of patching and refinishing. Provide even surface of uniform finish, color, texture, and appearance.
 - 3. Where patching occurs in painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over patch, and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Patch exterior building enclosure components in manner that restores enclosure to weathertight condition.

- D. **Cleaning:** Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 INSTALLATION OF WORK

- A. **General:** Locate Work and components of Work accurately, in correct alignment and elevation. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at time and under conditions that will ensure best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. **Tools and Equipment:** Do not use tools or equipment that produce harmful noise levels.
- F. **Templates:** Obtain and distribute to parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. **Attachment:** Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Allow for building movement, including thermal expansion and contraction.
 - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. **Joints:** Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for best visual effect. Fit exposed connections together to form hairline joints.
- I. **Hazardous Materials:** Use products, cleaners, and installation materials that are not considered hazardous. Provide adequate ventilation during use of volatile or noxious materials.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

- B. Restore permanent facilities used during construction to their condition prior to construction.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.10 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Separate materials per disposal requirements and dispose of legally.
 - 1. Provide containers for waste materials, debris, and rubbish.
 - 2. Do not hold waste materials, debris, or rubbish more than seven days during normal weather or three days if temperature is expected to rise above 80 deg F.
 - 3. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 4. Containerize hazardous and unsanitary waste materials and debris separately from other waste. Use containers intended for holding waste materials of type to be stored and mark containers appropriately. Remove from site daily and dispose of legally.
 - 5. Do not bury or burn waste materials, debris, or rubbish on-site. Do not discharge or wash waste materials, debris, or rubbish down sewers or into waterways.
- B. Site: Maintain Project site and surrounding areas free of waste materials, debris, and rubbish from construction operations and personnel.
- C. Work Areas: Clean areas where work is in progress to level of cleanliness necessary for proper execution of Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of Work, broom-clean or vacuum entire work area or dampen area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Handle waste materials, debris, and rubbish in controlled manner with as few handlings as possible. Do not throw from heights.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

END OF SECTION

SECTION 01 70 20

PROJECT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for contract closeout, including final cleaning; Substantial Completion and final completion procedures; and project record documents.
- B. Related Sections:
 - 1. Divisions 02 through 07 sections for special cleaning and specific closeout requirements for Work in those sections.

1.2 SUBMITTALS

- A. Punch List: List of items to be completed or corrected.
 - 1. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside limits of construction. Use CSI Form 14.1A or similar form.
 - a. Organize list of spaces in sequential order.
 - b. Organize items applying to each space by major element.
 - c. Include following information at top of each page:
 - 1) Project name.
 - 2) Date.
 - 3) Name of Architect/Engineer.
 - 4) Name of Contractor.
 - 5) Page number.
 - d. Submit one 8-1/2 by 11 inch copy.
- B. Warranties:
 - 1. Organize warranty documents into orderly sequence based on table of contents of Project Manual.
 - a. Bind warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11 inch paper.
 - b. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify product or installation. Provide typed description of product or installation, including product name and names, addresses, and telephone numbers of manufacturer and Installer.
 - c. Identify each binder on front and spine with typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - d. Scan warranties and assemble complete warranty submittal package into single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
 - 2. Submit one set of binders and one scanned copy of warranty package.
 - 3. Provide additional copies of each warranty to include in maintenance manual.

- C. Product Maintenance Manual:
1. Assemble complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated in Work. Include maintenance data required in individual Specification sections, for each product and system and following:
 - a. Manufacturer's address and product information, cross-referenced to Specification section number and title.
 - 1) Include project-specific product details, such as color, pattern, texture, and material and chemical composition.
 - 2) Include re-ordering information for specially manufactured products.
 - 3) For manufacturers' standard printed data, include only sheets pertinent to product installed. Mark each sheet to identify each product incorporated into Work. If data include more than one item, identify each item using appropriate references from Specification sections. Identify data applicable to Work and delete references to information not applicable.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance and service schedules for preventive and routine maintenance.
 - d. Maintenance procedures, and maintenance materials and sources.
 - e. Maintenance record forms.
 - f. Copies of maintenance service agreements and warranties.
 2. Organize into suitable sets of manageable size, with separate section for each product, material, and finish.
 - a. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, sized to receive 8-1/2 by 11 inch paper and in thickness necessary to accommodate contents, with pockets inside covers to receive folded oversized sheets.
 - b. Provide heavy paper dividers with plastic-covered tabs for each separate product. Mark tab to identify product or installation.
 - c. Identify each binder on front and spine with typed or printed title "PRODUCT MAINTENANCE MANUAL," Project name, and subject matter of contents.
 - d. Scan maintenance manual and assemble complete maintenance submittal package into single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
 3. Submit one set of binders and one scanned copy of maintenance manual package.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.1 FINAL CLEANING

- A. General: Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Return adjacent surfaces and areas to condition existing before Work began.

- B. In areas disturbed by construction activities, complete following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for portion of Project. Clean each surface or unit to condition expected in average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions. Employ experienced workers or professional cleaners.
1. Remove tools, construction equipment, machinery, and surplus material from Project site.
 2. Clean Project site, yard, and grounds, including landscaped areas, of rubbish, waste materials, litter, and other foreign substances.
 - a. Broom clean paved areas. Remove petrochemical spills, stains, and other foreign deposits.
 - b. Rake grounds that are neither planted nor paved to smooth, even-textured surface.
 3. Clean exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of stains, films, and similar foreign substances. Polish surfaces to achieve specified finish. Avoid disturbing natural weathering of exterior surfaces.
 - a. Touchup and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 4. Clean and restore transparent and reflective surfaces, such as mirrors and glass in doors and windows, to their original condition. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 5. Remove labels that are not permanent.
 6. Clean plumbing fixtures to sanitary condition, free of stains, including stains resulting from water exposure.
 7. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 9. Sweep floors broom clean. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 10. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove paint and mortar droppings and other foreign substances.
 11. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - a. Clean blowers and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
 - b. Remove construction debris and dust from ductwork in area of work. Follow up with vacuum or blow clean.
 12. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 13. Leave Project clean and ready for occupancy.

3.2 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for determining date of Substantial Completion, complete following. List items below that are incomplete with request.
 - 1. Prepare punch list, value of items on list, and reasons why Work is not complete.
 - 2. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 4. Complete final cleaning requirements, including touchup painting.
 - 5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Request inspection for Substantial Completion. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect/Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Request re-inspection when Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form basis of requirements for final completion.

3.3 FINAL COMPLETION

- A. Before requesting final inspection for determining final completion, complete following:
 - 1. Submit final Application for Payment.
 - 2. Submit copy of Architect/Engineer's Substantial Completion inspection punch list, endorsed and dated by Architect/Engineer, with statement that items on punch list have been completed or otherwise acceptably resolved.
 - 3. Submit executed warranties, maintenance service agreements, certifications of inspection and occupancy, paid utility bills, and similar documents.
 - 4. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 5. Instruct Owner's personnel in maintenance of products installed.

- B. Request final inspection. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Request re-inspection when Work identified in previous inspections as incomplete is completed or corrected.

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Maintain premises free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces, leave project clean for occupancy, in a condition equivalent to that prior to Contractor's mobilization on the site.
- C. All work on or around the building must allow for normal operation of the building with minimal disruption to service, and only as agreed upon by the Owner.

1.2 RELATED WORK

- A. Section 01 11 00: Summary of Work
- B. Section 01 50 00: Temporary Facilities and Controls
- C. Cleaning for specific products or Work: Specification section for that Work

1.3 SAFETY REQUIREMENTS

- A. Hazards Controls
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not dispose of volatile wastes such as mineral spirits or oil paint thinner in storm and sanitary drains.
 - 2. Do not dispose of wastes into sanitary sewers, streams or waterways.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- B. Repair of damage to any surfaces due to improper cleaning methods or materials shall be performed by the Contractor, to the Owner's satisfaction, at no cost to the Owner.

PART 3 EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning at the end of every work day to ensure that areas adjacent to work areas are maintained free from accumulations of waste materials and rubbish.
- B. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property, at least on a weekly basis.

3.2 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning at the closeout of the project.
- B. In preparation of final completion, conduct a final inspection of sight-exposed exterior surfaces.
- C. Repair, patch, and touch-up marred surfaces to the original finish and profile, to match adjacent existing surfaces.
- D. Remove debris from drains; perform routing of drains, and check that drains are operable.
- E. Windows shall be clean of all construction materials and debris upon completion of Work.
- F. All facade elements and roof areas shall be clean of all construction materials and debris upon completion of Work.

END OF SECTION

SECTION 01 78 33

WARRANTIES

PART 1 GENERAL

1.1 WARRANTIES

- A. Work warranted for a period greater than that described in the General Provisions shall have a written warranty. This warranty will be as described in the related specification sections governing that work.

1.2 RELATED SECTIONS

- A. Section 01 70 20 - Project Closeout: Project closeout procedures.
- B. Individual Specifications Sections: Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES, with title of Project; name, address and telephone number of Contractor; and name of responsible company principal.
- C. 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.
- D. Separate each warranty 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.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) working 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 the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. Make submittals within ten (10) working days after Date of Substantial Completion, prior to final Application for Payment.
- B. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) working days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 NOT USED

PART 3 NOT USED

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Maintenance of project record documents on the jobsite for the duration of the projects.

1.2 RELATED WORK

- A. Section 01 30 00 - Administrative Requirements
- B. Section 01 33 00 - Submittal Procedures

1.3 MAINTENANCE OF CONTRACT DOCUMENTS ON THE JOBSITE

- A. Maintain at job site, one copy of:
 - 1. Project Manual (Drawing and Specifications)
 - 2. Addenda
 - 3. Reviewed product submittals
 - 4. Field orders
 - 5. Other modifications to Contract
 - 6. Field test records
- B. Maintain documents in clean, dry, legible condition.
- C. Make documents available at all times for reference or inspection by Architect\Engineer and Owner.

END OF SECTION

SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Provide all labor, materials, tools and equipment and perform all work necessary for and incidental to the selective demolition as shown on the drawings and specified herein and completely coordinated with the work of all other trades.
- B. Section includes removal and proper disposal of the following:
 - 1. Removal of existing metal panels, underlayment, OSB sheathing, rigid insulation, and gypsum board.
 - 2. Removal of existing metal eave and rake trim and flashing.
 - 3. Remove and dispose of existing gutters, downspouts and accessories.
- C. Related work specified elsewhere:
 - 1. Section 06 10 00 - Rough Carpentry
 - 2. Section 07 41 13 - Sheet Metal Roofing

1.2 SUBMITTALS

- A. Submit the following:
 - 1. Proposed storage plans.
 - 2. Demolition schedule (proposed sequence of demolition and removal operations including protection of removed roofing area until roofing covering is installed).

1.3 QUALITY ASSURANCE

- A. Work under this section must be performed by workers, who have a minimum of three years experience in stone restoration. Such experience must include projects of comparable scope and extent to this project.
- B. Demolition work shall conform to governing codes and regulations.

1.4 JOB CONDITIONS

- A. The Owner and Architect assumes no responsibility for actual condition of portions to be removed.
- B. Where conditions are uncovered that are not anticipated by the Drawings and Specifications, the Contractor shall notify the Owner and Architect immediately before any repairs are initiated.

PART 2 PRODUCTS

NOT APPLICABLE

PART 3 EXECUTION

3.1 PREPARATION AND PROTECTION

- A. Design and provide temporary protection to ensure the safe passage of persons in and around the area of demolition. Conduct operations to prevent injury to persons, the structure, and other facilities.
- B. When exits are temporarily blocked, an alternate evacuation plan shall be prepared by the Contractor, approved by the Owner and posted.
- C. Provide and maintain means to prevent spread of dust, fumes, smoke and excessive noise.
- D. Provide, erect, and maintain temporary barriers and security devices.
- E. Provide weather-tight enclosure of opening along the removed area from the weather until removed portions are completely replaced with new construction.
- F. Maintain existing utilities in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruptions to existing utilities.
- G. Roof surface shall not be subjected to traffic nor shall be used for storage of materials. Where some activity must take place in order to carry out the Contract, adequate protection shall be provided.
- H. Protect existing roofs and building areas from damage where repair work to be performed at or above the low roof level:
 - 1. Materials shall be puncture proof from any object dropping from the height.
 - 2. Materials which come into contact with existing finished surfaces shall be of a nature that the material will not damage, scar or stain the finishes.
 - 3. Any damage to any part of the existing roof or structure caused by the failure of this protection shall be repaired at no additional cost to the Owner.

3.2 DEMOLITION - GENERAL

- A. Proceed with demolition in a systematic manner. Complete demolition Work in each area before proceeding to other areas unless approved by Owner.
- B. Remove overhead materials and lower to ground by suitable methods.
- C. Use only competent and qualified workers. Demolish in an orderly and careful manner.
- D. Exercise caution so as not to damage items that are designated for reuse.
- E. Exercise caution in performing demolition work so as not to damage surrounding surfaces.

3.3 EXISTING ROOFING REMOVAL

- A. Remove existing metal panels, underlayment, OSB sheathing, rigid insulation, and gypsum board down to metal decking.
- B. Do not remove existing roofing materials when precipitation is imminent.

- C. Do not remove more existing material than can be replaced with new material and made watertight by the end of the work day.
- D. Coordinate demolition and removal operations with new installation specified in Section 06 10 00 - Rough Carpentry and Section 07 41 13 - Sheet Metal Roofing.
- E. Remove the associated flashings and miscellaneous roofing down to the roof deck at the areas shown on the drawings.
- F. Remove existing downspouts, gutters, and rake and eave trim and flashing.
- G. Clean the substrate of projections and substances detrimental to the work.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from the site debris, rubbish, and other materials resulting from demolition operations. Burning of removed materials is not permitted on the site.
- B. Transport materials removed from demolished portions in accordance with codes and requirements of governing authority.
- C. Dispose of materials removed from demolished portions off site at a location where specific permission for disposal has been obtained.

3.5 REPAIRS

- A. Repair any areas of demolition in excess of that required and any damage to adjacent construction. Repairs must, as a minimum standard, restore the condition that existed prior to the start of demolition.

3.6 CLEAN UP

- A. Upon completion of daily work, leave areas of Work in broom clean condition.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Cover board
 - 2. Miscellaneous wood blocking and nailers
 - 3. Fasteners

- B. Related Sections include the following:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Section 02 41 19 - Selective Demolition
 - 3. Section 07 41 13 - Sheet Metal Roofing

1.2 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.

- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NELMA - Northeastern Lumber Manufacturers Association
 - 2. NLGA - National Lumber Grades Authority
 - 3. SPIB - Southern Pine Inspection Bureau
 - 4. WCLIB - West Coast Lumber Inspection Bureau.
 - 5. WWPA - Western Wood Products Association.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include date for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material. Also include manufacturer's written requirement for corrosion protection of fasteners and connectors to be in contact with treated materials.
 - 2. For products receiving waterborne treatment, include statement that moisture content or treated materials was reduced to levels specified before shipment to Project site.
 - 3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels. Protect from water and weather. Place spacers between bundles to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sized for dry lumber.
 - 3. Provide lumber, S4S, unless otherwise indicated.
 - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2 inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD MATERIALS

- A. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- B. Application: Treat all rough carpentry unless otherwise indicated.

2.3 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rules provisions of the grading agency indicated.
- B. No. 2 or better secured to steel or wood substrate.

2.4 COVER BOARD

- A. Plywood Roof Cover Board: APA Rated CDX exterior grade plywood with exterior glue.
 - 1. Thickness: 5/8 inch

2.5 FASTENERS

- A. Wood blocking and plywood cover board to metal decking:
 - 1. Corrosion resistant screws: #12 x 6 inch Deck Screws by Powers Fasteners or approved equal.
- B. Plywood cover board to blocking: #10 x 2-1/4 inch #DSCB Series galvanized steel screws by Simpson Strong-Tie or approved equal.
- C. Miscellaneous Common Nails: Provide galvanized steel common nails.
 - 1. 16d Common Nail: 0.162 inch diameter x 3-1/2 inch length
 - 2. 10d Common Nail: 0.148 inch diameter x 3 inch length
 - 3. 8d Common Nail: 0.131 inch diameter x 2-1/2 inch length

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate, nailers, blocking and similar supports to comply with requirement for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWWPA M4 to cut surfaces of preservative-treated lumber and plywood. Apply minimum two coats per manufacturer's recommendations. Wipe off excess treatment.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicate in the Drawings.
- E. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood.
- F. Bolting: Drill holes 1/16 inch larger in diameter than bolts used. Drill straight and true from one side only. Use washers under head and nut where both bear on wood. Use washers under all nuts.

3.2 PLYWOOD COVER BOARD INSTALLATION

- A. Install cover board with face grain perpendicular to supports, using panel with continuous end joints over two or more spans staggered between panels and locate over supports.
- B. Space panels 1/8 inch apart at edges and ends.
- C. Cut panels within 1/8 inch of walls, penetrations and other obstructions, unless otherwise indicated.
- D. Support edge joints by use of panel (H) clips at each point between supports
- E. Vertical offsets between adjacent panels shall not exceed 1/16 inch in any location.
- F. Screw to the metal decking or wood blocking at 8 inches on center along the edges and intermediate fasteners at quarter points along the long dimension of the boards at 12 inches on center. Drive fasteners flush with surface of plywood and locate perimeter fasteners at least 3/8 inch from edges and ends.
- G. Coordinate plywood cover board installation with installation of self-adhering membrane installed over cover board so cover board is not exposed to precipitation if left exposed at end of the workday when precipitation is forecast.

3.3 CLEANUP

- A. Remove from the job site and legally dispose of all trash and debris. Remove all surplus materials, tools and equipment from the job site.
- B. Carefully inspect all completed work and correct all defects.

END OF SECTION

SECTION 07 41 13
SHEET METAL ROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. Contractor shall furnish all items, materials, operations or methods listed, mentioned, indicated or scheduled in these Specifications, including all labor, materials, equipment transportation and incidentals necessary and required to perform the Work and to bring the project to completion.

- B. Contractor shall furnish and install sheet metal roofing system and related components as specified and shown on the Drawings and in this Project Manual. Work includes but is not limited to the following:
 - 1. Installation of substrate board, self-adhering vapor retarder/air barrier, and thermal insulation.
 - 2. Installation of wood blocking and plywood cover board (Refer to Section 06 10 00).
 - 3. Installation of high temperature, self-adhering membrane underlayment.
 - 4. Installation of standing-seam prefinished galvanized steel roofing
 - 5. Installation of eave, rake fascia, and related metal flashing to match new roofing.
 - 6. Installation of gutters and downspouts.

- C. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Section 01 63 00 - Substitutions and Production Options
 - 3. Section 02 41 19 - Selective Demolition: for items to be removed and disposed of.
 - 4. Section 06 10 00 - Rough Carpentry: for wood blocking and plywood cover board.

1.2 REFERENCES

- A. Cited Standards and specified manufacturer's catalogs, current at date of bidding documents, unless otherwise specified, are incorporated herein by reference, and govern the work. If conflict is discovered between referenced Standards or catalogs and the project specifications, request written clarification from the Architect. Do not proceed with the work until receiving clarification.

- B. Use only current version of References

- C. Manufacturer
 - 1. Product Data and Material Specifications
 - 2. Installation instructions

- D. American Society for Testing and Materials (ASTM):
 - 1. ASTM A653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM AZ50 - Specification for Steel Sheet, Aluminum-Zinc Alloy Coated (Galvanized) by the Hot Dip Process, General Requirements (Galvalume).
 - 3. ASTM A792 - Steel Sheet, 55% Aluminum Zinc Alloy Coated by Hot Dip Process

4. ASTM E283/1680 - Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen.
 5. ASTM E331/1646 - Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors by Uniform Status Air Pressure Difference.
 6. ASTM 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference
 7. ASTM 2140 - Weather Protection of Metal Roof Panel Systems by Static Water Pressure Head
- E. Underwriters Laboratories (UL Classified Tests):
1. UL 263 - Fire Tests of Building Construction and Materials
 2. UL 580 - Test for Wind-Uplift Resistance of Roof Assemblies
 3. UL 790 - Test for Fire Resistance of Roof Covering Materials
 4. UL 2218 - Impact Resistance Test
- F. Factory Manual Global (FMG)
1. Loss Prevention Data Sheet 1-7: Wind Forces on Buildings and Other Structures
 2. Loss Prevention Data Sheet 1-28: Wind Loads to Roof Systems and Roof Deck Securement
 3. Loss Prevention Data Sheet 1-28R/1-29R: Above Deck Roof Components
 4. Loss Prevention Data Sheet 1-29: Above Deck Roof Components
 5. Loss Prevention Data Sheet 1-49: Perimeter Flashing
 6. Approval Standard 4450: Approval Standard for Class 1 Insulated Steel Deck
 7. Approval Standard 4471: Approval Standard for Class 1 Roof Panels
- G. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) "Architectural Sheet Metal Manual", seventh edition.
- H. National Roofing Contractors Association (NRCA), "Roofing Manual: Metal Panel and SPF Roof Systems", 2012 edition.
- I. American Society of Civil Engineers (ASCE)
1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures
- J. Applicable local codes.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual Anthology" for definitions of terms related to roofing work in this Section.
- B. Manufacturer's Technical Representative: A direct non-sales employee of the membrane manufacturer who is authorized to make decisions binding on behalf of the manufacturer.
- C. Roofing System Manufacturer: Any of the manufacturers whose systems are specified under "acceptable roofing system manufacturers" in this section hereinafter called "manufacturer."
- D. Roofing System: Includes but is not limited to the metal roof panel, underlayment, cover board, insulation, vapor retarder/air barrier, substrate board, fasteners, wood blocking and framing, adhesives, flashings, preformed flashing components, primers, sealants, and sheet metal related termination accessories and fasteners.

1.4 PERFORMANCE REQUIREMENTS

- A. **Manufacturer's Responsibility:** The metal roof panel manufacturer has the primary responsibility for the system, following the minimum specified requirements herein.
- B. **General Performance:** Sheet metal roofing system including, but not limited to, metal roof panels, cleats, clips, gutters, downspouts, anchors and fasteners, sheet metal flashing integral with sheet metal roofing, fascia panels, trim, underlayment, and accessories shall comply with requirements indicated without failure due to defective manufacture, fabrication, installation, or other defects in construction. Sheet metal roofing shall remain watertight.
- C. **Thermal Movements:** Provide sheet metal roofing that allows for thermal movements from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss. Accommodate thermal movement without buckling, joint opening, overstressing components, failure of connections, or other detrimental effects, through the following temperature changes:
 - 1. **Temperature Change (Range):** 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. **Air Infiltration:** Air leakage through assembly of not more than 0.022 cfm per linear foot of joint when tested according to ASTM E 1680 at the following test-pressure difference:
 - 1. **Test-Pressure Difference:** 12 psf
- E. **Water Penetration:** No water penetration when tested according to ASTM E 1646 at the following test-pressure difference:
 - 1. **No leakage through panel joints at 15.00 psf**
- F. **Hydrostatic-Head Resistance:** No water penetration when tested according to ASTM E 2140.
- G. **Wind-Uplift Resistance:** Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
 - 1. **Uplift Rating:** UL 90.
- H. **FMG Listing:** Provide metal roof panels and component materials that comply with requirements in FMG 4471 as part of a panel roofing system and meet the design intent of FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable.
- I. **Fire/Windstorm Classification:** Class 1A-90.
- J. **Hail Resistance:** SH.

1.5 SUBMITTALS

- A. **Transverse Seam Constructability Mock-up:** Prior to fabrication, construct onsite mock-up on 4 foot by 8 foot minimum plywood substrate of completed transverse seam assembly, for review by Architect/Engineer and Owner. Include the following:
 - 1. **Three roof panel width minimum, including panel laps, clips, sealant, and accessories.**
 - 2. **Closure components and sealant.**
 - 3. **All specified sealant and fasteners.**
 - 4. **Mock-up to remain on-site for duration of the project.**

- B. Product Data: For each type of product indicated. Include project specific construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- C. Shop Drawings: Show fabrication and installation layouts of sheet metal roofing, including plans, elevations, expansion joint locations, and keyed details. Provide shop drawings with project specific details that have been reviewed and approved by metal panel manufacturer. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Roof plans showing panel layout and transverse seams.
 - 2. Roof plans indicating penetrations and roof mounted items.
 - 3. Details for forming sheet metal roofing, including seams and dimensions.
 - 4. Details for joining and securing sheet metal roofing, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 5. Details of termination points and assemblies, including fixed points.
 - 6. Details of expansion joints, including showing direction and provisions for thermal expansion and contraction.
 - 7. Details of prefabricated roof penetration flashings.
 - 8. Details of edge conditions, including eaves, ridges, rakes, and counterflashings.
 - 9. Details of special conditions including panel laps.
 - 10. Details of connections to adjoining work.
 - 11. Detail the following accessory items, at a scale of not less than 3 inches per 12 inches.
 - a. Flashing and trim.
 - b. Gutters and downspouts.
 - 12. Indicate locations of field and factory applied sealant.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Roofing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, and other attachments.
 - 2. Trim and Metal Closures: 12 inches long and in required profile. Include fasteners and other exposed accessories.
 - 3. Insulation: Manufacturer's standard sample sizes.
 - 4. Other Accessories: 12 inch long Samples for each type of other accessory.
 - 5. Standard color samples of metal for Owner's selection.
 - 6. Self-adhering underlayment and vapor retarder/air barrier.
 - 7. Sealants, associated primers, and bond break tape.
- E. Qualification Data: For qualified Installer.
- F. Material Certificates: For thermal insulation, from manufacturer.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.
- H. Maintenance Data: For roofing sheet metals and accessories to include in maintenance manuals.
- I. Warranties: Sample of warranties, stating all obligations, limitations, exclusions and remedies.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Shop that employs skilled workers who custom fabricate sheet metal roofing similar to that required for this Project and whose products have a record of successful in-service performance, and is trained and approved by the panel manufacturer.
 - 1. Three years' experience, minimum, in application of metal roof panels.
 - 2. Five satisfactory projects with metal panel work of similar scope and complexity to work of this Project.
 - 3. Installer must be approved by manufacturer in writing prior to bid. Approval document must be included with bid.
- B. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Source Limitations: Obtain each type of metal roof panels from single source from single manufacturer.
- D. Fire-Resistance Ratings: Where indicated, provide metal roof panels identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.
- E. Field Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockups for the field of the roof, roof eave including fascia and gutter, ridge cap, panel laps, closure components, sealant work, and rectangular and round penetrations and terminations.
 - a. Size: 4 panels wide by the entire length of the roof.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Pre-installation Conference: Conduct conference at the site.
 - 1. Meet with Contractor, Owners Representative, Architect, and Manufacturers Technical Representatives. Review and finalize construction schedule and verify availability of materials, Contractor's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review methods and procedures related to sheet metal roofing installation, including portable roll-forming equipment manufacturer's written instructions.
 - 3. Examine conditions for compliance with requirements, including flatness and attachment of metal decking to structural members.
 - 4. Review structural loading limitations of metal decking during and after roofing installation.
 - 5. Review flashings, special roofing details, roof drainage, roof penetrations, and condition of other construction that will affect sheet metal roofing.
 - 6. Review governing regulations and requirements for insurance, certificates, and testing and inspecting if applicable.
 - 7. Review temporary protection requirements for sheet metal roofing during and after roofing installation.
 - 8. Review roof observation and repair procedures after sheet metal roofing installation.

9. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Do not store sheet metal roofing materials in contact with other materials that might cause staining, denting, or other surface damage.
- C. Deliver components, sheets, metal roof panels, and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.
- D. Unload, store, and erect metal roof panels in a manner to prevent bending, warping, twisting, and surface damage.
- E. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting, or other surface damage.
- F. Protect strippable protective covering on metal roof panels from exposure to sunlight and high humidity, except to extent necessary for period of metal roof panel installation.
- G. Protect foam-plastic insulation and substrate boards as follows:
 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 2. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to Project site before installation time.
 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.
- H. Deliver materials to Site in original packages with seals unbroken, labeled with roofing-system manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- I. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application or which have been exposed to moisture.
- J. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by roofing-system manufacturer. Use canvas tarps for protection of moisture-sensitive roofing materials. Protect stored materials from direct sunlight. Roofing-system manufacturer's standard packaging and covering is not considered adequate weather protection.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed according to manufacturer's written instructions and warranty requirements.
- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.
- C. Do not expose insulation, membranes, and accessories to constant temperature in excess of 180 degrees F.
- D. Emergency Provisions: Maintain on site, equipment necessary to apply emergency temporary edge seal in event of sudden rain storms or inclement weather.

1.9 COORDINATION

- A. Coordinate installation of wood curbs and roof penetrations.
- B. Coordinate sheet metal roofing with rain drainage work, flashing, trim, self-adhering membrane underlayment, and construction of cover board, insulation, and other roof assemblies to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

- A. Special Warranty: Contractor's form in which Installer agrees to repair or replace components of sheet metal roofing that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Rupturing, cracking, or puncturing.
 - b. Wrinkling or buckling.
 - c. Loose parts.
 - d. Failure to remain weathertight, including uncontrolled water leakage.
 - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including non-uniformity of color or finish.
 - f. Debonded or failed sealants
 - g. Galvanic action between sheet metal roofing and dissimilar materials.
 - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Manufacturer's Warranty: Manufacturer's standard 25 year performance warranty in which manufacturer agrees to repair finish or replace sheet metal roofing that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter delta-E units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Metal substrate will not rupture, fail structurally, or perforate.
- C. Weather-tight Performance Warranty: Manufacturer's 20 year standard warranty in which manufacturer agrees to repair or replace metal roof panel assemblies that fail to remain weather-tight within specified warranty period.

PART 2 PRODUCTS

2.1 ROOFING SHEET METALS

A. Metal Panels.

1. Acceptable Roofing System Manufacturer: AEP-SPAN, Tacoma, Washington
 - a. Curved span-lok with 2 inch high standing seam, as Basis of Design
 - 1) Sixteen inch wide metal panel
 - 2) Field machine curved radius with field applied butyl tape standing seam seal.
 - 3) Minimum 24 gage steel.
 - 4) Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 - 5) Surface: Smooth, flat finish.
 - 6) Exposed Coil-Coated Finish:
 - a) Full strength fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF (Kynar 500 or Hylar) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 7) Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).
 - 8) Low profile clips to have self-centering feature and be capable of movement as required by panel manufacturer, to allow 1 inch of movement in both directions along panel length.
 - a) Panels shall be attached with concealed clip fasteners, spaced as required by the manufacturer to provide for both positive and negative design loads, while allowing for expansion and contraction of the entire roofing system resulting from variations in temperature. Exposed fasteners are permitted only to control expansion, and at panel end splices.
 - b) Butyl tape to provide continuity of seal (same seal material as at panel standing seam) at clip locations.
 - c) Fasteners: As recommended by manufacturer.
 2. Or Approved Equal

B. Panel Sealants:

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
2. Concealed Joint Sealant:
 - a. Butyl-Rubber-Based, Non-Skinning Butyl, Solvent-Release Sealant: ASTM C 1311.
 - b. As recommended in writing by metal roof panel manufacturer.

2.2 ROOFING UNDERLAYMENT

A. Grace Ultra by Grace Construction Products as Basis of Design.

1. Self-Adhering, High-Temperature Sheet: 30 mils (0.76 mm) thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of butyl rubber adhesive, with release-paper backing; cold applied.
2. Thermal Stability: Stable after testing at 300 deg F (148.8 deg C); ASTM D 1204.

3. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
4. Permeance (max): 0.05 perms (2.9ng/m2s Pa) ASTM E96.
5. Primer: Water-based Perm-A-Barrier WB Primer by Grace Construction Products.
6. Miscellaneous Accessories: As provided or recommended by the membrane manufacturer, and to include compatible sealant.

B. Or Approved Equal

2.3 PLYWOOD COVER BOARD

A. Refer to specification section Rough Carpentry 06 10 00.

2.4 THERMAL INSULATION

- A. Provide roof insulation for the Project as produced by one of the specified manufacturers, or equivalent as accepted by Architect. Coordinate the roof insulation with the roofing system specified and provide both roofing and insulation materials from the same manufacturer, or other as approved by the roofing manufacturer.
- B. Various manufacturers' products specified in this Section are listed by "trade name only" for simplicity. "R" values indicated are "aged" values in accordance with RIC/TIMA technical bulletin 28 1 and ASHRAE Handbook table 3 A when tested at 75oF and in accordance with NRCA/MRCA Joint Technical Bulletin regarding "in-place" R value of polyisocyanurate insulation. Provide materials that conform to the following reference specifications:
 1. Polyisocyanurate Foam Board Insulation for flat stock insulation: Material shall comply with the requirements of ASTM D1621 for a minimum compressive strength of 20 psi, and meet flame spread requirements of ASTM E84. ASTM C 1289, Type II, Rigid boards of minimum 2.0 pcf density polyisocyanurate based foam core, permanently bonded to felt or glass-fiber mat facer. Provide in thickness and slope indicated, with an LTTR R-value of 5.56 per inch.
 - a. "Pyrox" by Apache Products
 - b. "ACFoam II" by Atlas.
 - c. "ISO 300" by Firestone.
 - d. "ENRGY 2" by Johns Manville.
 - e. "Isotherm" by GAF.
 - f. "Multi-Max FA" by RMax.
 2. General: Provide preformed insulation boards that comply with requirements and referenced standards, selected from insulation manufacturer's standard sizes and of thicknesses indicated on Drawings.

2.5 VAPOR RETARDER/AIR BARRIER MEMBRANE

- A. Grace Ice and Water Shield by Grace Construction Products as Basis of Design.
 1. Self-Adhering: 40 mils (1.0 mm) thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of SBS-modified asphalt adhesive, with release-paper backing; cold applied.
 2. Thermal Stability: Stable after testing at 180 deg F (82.2 deg C); ASTM D 1204.
 3. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
 4. Permeance (max): 0.05 perms (2.9ng/m2s Pa) ASTM E96.
 5. Primer: Water-based Perm-A-Barrier WB Primer by Grace Construction Products.

- B. Or Approved Equal.

2.6 SUBSTRATE BOARD

- A. Substrate Board: DensDeck Prime Roof Board, 5/8 inch thick, pre-primed with fiberglass mat front and back embedded into a gypsum core, manufactured by Georgia Pacific
- B. Mechanical Fasteners for Substrate Board Attachment to Metal Roof Decking:
 - 1. Plates: Aluminum-zinc-alloy-coated, or zinc coated sheet steel complying with FM 4471 for corrosion protection, approximately 2 inches wide by 4 inches long, shaped to prevent undue pressure or abrasion on membrane, pre-punched.
 - 2. Screws: Factory-coated steel screws complying with corrosion resistance provisions of FM 4471, designed for fastening insulation to substrate indicated, tested by manufacturer for required pullout strength, and acceptable to manufacturer.
- C. Or Approved Equal

2.7 OTHER ROOFING MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.
- B. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 - 1. General:
 - a. Exposed Fasteners: Heads matching color of sheet metal roofing using plastic caps or factory-applied coating.
 - b. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - c. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - 2. Non-corrosive metal, compatible with material being fastened or anchored. Spacing as noted on Drawings.
 - 3. Metal to Wood (Blocking): No. 4 Point, 12 - 24 x 2 inch, Phillips flat head stainless steel or with an approved corrosion resistant coating.
 - 4. Metal (concealed) to Wood:
 - a. Galvanized steel nails, 11 gauge (minimum) ring shank nail for securing other non-copper metal components.
 - 5. Metal to Metal: Metal fasteners, No. 3 point, 10 - 16 x 3/4 inch (minimum length) stainless steel or having an approved corrosion resistant coating and with an integral neoprene/steel sealing washer.
 - a. Rivets: Solid rivets of same material as being connected.
 - 6. Expansion Inserts: lead or nylon.
- C. Spray-Applied Polyurethane Foam Insulation: Foam shall be pre-packaged containers of spray-applied polyurethane foam to fill flutes at perimeter edge of metal deck prior to installation of substrate boards.
 - 1. Foam as manufactured by Insta-Foam Products, Inc., Joliet, Illinois, or approved equal.

- D. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15 mil (0.4 mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- E. Bituthene Liquid Membrane: Elastomeric, two-component, cold-fluid applied, trowel grade or low viscosity detail compound as manufactured by Grace Construction Products.
 - 1. Or Approved Equal
 - 2. Primer as recommended by manufacturer.

2.8 SEALANT MATERIALS

- A. Metal-to-Metal Exposed Sealant:
 - 1. One-component Dow 790 low-modulus silicone sealant, FS TT-S-00230C Class A, TT-S-001543A Class A:
 - a. Along panel standing seam to rake edge metal transition.
 - b. Fall arrest penetrations
 - 2. Or Approved Equal
- B. Color of exposed sealant shall be as approved by Owner from manufacturer's standard colors similar to finishes of the adjacent substrate
- C. Joint Filler: Closed-Cell Expanded Polyethylene (Rod), Non-gassing;
 - 1. "Expand-O-Foam", manufactured by Williams Products, Inc.
 - 2. "Sof Rod", manufactured by Nomanco, Inc.
 - 3. "Sonofoam Backer-Rod", manufactured by Sonneborn-Contech
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape 1/2 inch wide and 1/8 inch thick.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Joint Cleaner: Type recommended by the manufacturer of the sealing compound for the specific joint surface and conditions.
- G. Joint Primer and Sealer: Type recommended by the manufacturer of the sealing compound for the specific joint surface and conditions.
- H. Bond Breaker: Polyethylene tape compatible with sealant used.

2.9 ACCESSORIES

- A. Sheet Metal Accessories: Provide components required for a complete sheet metal roofing assembly including trim, copings, fascia, corner units, kick-out flashings, clips, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items. Match material and finish of sheet metal roofing unless otherwise indicated.
 - 1. Cleats: For mechanically seaming into joints and formed from the following materials:
 - a. Prefinished Galvanized Roofing: Zinc-coated (galvanized) steel sheet 0.028 inch (0.71 mm) nominal thickness.

2. Clips: Minimum Zinc-coated (galvanized) steel sheet 0.028 inch (0.71 mm) nominal thickness panel clips designed to withstand negative-load requirements.
 3. Backing Plates: Plates at roofing splices, fabricated from material recommended by SMACNA.
 4. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin foam or closed-cell laminated polyethylene; minimum 1 inch thick, flexible-closure strips; cut or premolded to match sheet metal roofing profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
 5. Flashing and Trim: Formed from same material and with same finish as sheet metal roofing.
- B. Flashing and Trim: 24 gage minimum unless noted otherwise on Drawings, formed from same material as roof panels, prepainted with Kynar coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, fascia, rain collars, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.
- C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96 inch long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 24 inches on center, fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels. Provide expansion joints at the mid-point between each pair of downspouts.
- D. Downspouts: Formed from same material as roof panels. Fabricate in 10 foot long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters. Downspouts are to be tested to confirm free flow of water to existing storm water drainage system at the end of the project.
- E. Fall Arrest Anchor and Vent Pre-Fabricated Boot Flashing
1. DekTite: Red silicone prefabricated boot flashing, including manufacturer's required sealant and fasteners.
 2. Or Approved Equal
- F. Draw Bands: Adjustable stainless steel draw bands and clamping rings for penetrations, conforming to ASTM A167, Type 304 or 316.

2.10 FABRICATION

- A. General: Custom fabricate sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions (panel width and seam height), geometry, metal thickness, and other characteristics of installation indicated. Fabricate sheet metal roofing and accessories at the shop to greatest extent possible.
1. Curved Standing-Seam Roofing: Field fabricated curved form standing-seam panels with finished seam height of 2 inches and field installed butyl tape in standing seam.
 2. Panels shall be factory correctively-leveled.
- B. Panels:

1. Provide mated swaged panels for positive joint end laps, shingled to accommodate water run-off (fabricated with overlap in direction of water flow).
 2. Roof panels shall have flush horizontal and vertical surfaces to facilitate sealing at terminations. Panel configurations which create voids and requiring supplemental closure devices shall not be considered acceptable.
 3. Engineer panels to use concealed anchors that permit expansion and contraction.
- C. Fabrication Tolerances: Fabricate sheet metal roofing that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8 inch offset of adjoining faces and of alignment of matching profiles.
- D. Form exposed sheet metal work to fit substrates without excessive oil canning, buckling, and tool marks; true to line and levels indicated; and with exposed edges folded back to form hems.
1. Lay out sheet metal roofing so transverse seams, if required, are made in direction of flow with higher panels overlapping lower panels.
 2. Transverse seams to occur at alternating panels as shown on Drawings.
 3. Fold and cleat eaves and transverse seams in the shop.
 4. Form and fabricate sheets, seams, strips, cleats, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements shown on Drawings and as required for leakproof construction.
- E. Expansion Provisions: Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work. Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- F. Sealant Joints: Where movable, non-expansion-type joints are indicated or required to produce weathertight seams, form metal to provide for proper installation of elastomeric sealant in compliance with SMACNA standards.
- G. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of the metals in contact.
- H. Seams:
1. Panel seams shall interlock entire length of seam.
 2. Design standing seam to lock up and resist joint disengagement during design wind uplift conditions as calculated according to local building codes.
 3. Provide butyl tape within confines of panel's female leg to aid in resistance of leaks and provide panel-to-panel seal while allowing expansion and contraction movement.
 4. Butyl tape seal shall be continuous at clips.
 5. Seams shall be continuously locked or crimped together by mechanical means during installation. Seaming tools shall be sourced from manufacturer's recommended vendor.
- I. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.
1. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant.

2. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
3. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application.

J. Do not use graphite pencils to mark metal surfaces.

2.11 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SUBSTRATE BOARDS

- A. Examine metal decking and verify decking is adequately secured in place and free of debris prior to installation of substrate boards.
- B. Install spray applied foam type insulation in the flutes of the metal decking at perimeter of roof to prevent air flow into deck assembly.
- C. Install substrate boards across metal decking such that all edges are completely supported. Stagger short joints between boards a minimum of 12 inches.
- D. Secure in place with insulation plates and fasteners to metal decking. Fastener spacing shall be such as to temporarily maintain substrate boards in place until installation of insulation and plywood cover board.
- E. Butt joints tightly together between boards.

- F. Remove and replace any damaged boards prior to installation of self-adhering vapor retarder/air barrier and again prior to installation of insulation boards.

3.3 INSTALLATION OF SELF-ADHERING VAPOR RETARDER/AIR BARRIER

- A. Install self-adhering sheet vapor retarder/air barrier membrane, wrinkle free, on substrate board over metal decking. Apply primer if required by membrane manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply over entire roof, in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 4 inches. Roll laps with roller. Cover underlayment within 28 days.
- B. All transitions, including but not limited to wood blocking and fall arrest stanchions, shall be treated with a 1 inch by 1 inch minimum fillet of Liquid Membrane to ease transition of the membrane sheets. Seal transition airtight.
- C. Vertical offsets that are 1/16 inch shall be pretreated with a 6 inch wide strip of membrane centered over joint. Vertical offsets greater than 1/16 inch shall be repaired to bring them into conformance with the project specifications.
- D. Sheet installation shall be done in such a way as to avoid stretching membrane while removing release paper. It is recommended that section of membrane be precut to no more than 12 feet in length and allowed to fully relax prior to application.
- E. Patch misaligned or inadequately lapped seams with membrane. Slit any fishmouths, overlap the flaps and repair with a patch of membrane and roll in place. The edges of the patch shall be sealed with a troweling of liquid membrane.
- F. All leading edges of laps and all laps located within 12 inches of all corners shall be sealed with a troweling of Liquid Membrane.
- G. At vent, fall arrest stanchion, and similar penetration locations, cut sheet around base of penetrations. Apply 1 inch by 1 inch Liquid Membrane fillet at vertical transition. Install 24 inch square membrane target sheet centered on stanchion, tightly lapping up onto stanchion 3 inches minimum. Install stainless steel clamp ring and flood with Liquid Membrane for airtight flashing installation.
- H. Flashing strips used to seal edges of transition or edge sections of sheet metal roofing shall be provided with 3 inch minimum laps onto primed sheet metal and membrane sheets unless otherwise noted on Drawings.
- I. Turn membrane up wall surfaces and onto wood blocking as shown on Drawings. Seal top edge of overlap with Liquid Membrane.

3.4 INSTALLING POLYISOCYANURATE INSULATION

- A. Loose lay insulation boards and temporarily secure in place until placement of plywood cover board.
- B. Only install as much insulation as can be covered in a day's roofing operation, and do not leave exposed to precipitation.

- C. Warped or bent insulation boards, or boards with damaged facers, shall not be used.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths.
- E. If installed in two layers, install with long joints in continuous straight lines with end joints staggered, with second layer transverse to first layer, with joints staggered at least 1/3 of overall length from those of first layer.
- F. Neatly cut and trim insulation to fit around penetrations and projections and fill voids with insulation.
- G. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- H. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- I. Use the largest appropriate section. Use of multiple smaller sections when a single larger section could be used will not be permitted.

3.5 UNDERLAYMENT INSTALLATION

- A. High Temperature, Self-Adhering Sheet Underlayment: Install wrinkle free, on entire roof cover board under sheet metal roofing. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply over entire roof, in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 4 inches. Roll laps with roller. Cover underlayment within 28 days. Perform the following pretreatment prior to full installation of underlayment membrane:
 - 1. Eaves for stripping in the apron flashing, from lowest point to highest point, for a distance as shown on Drawings. Overlap ends of sheets not less than 6 inches.
 - 2. Around fall arrest stanchions, vents, and other penetrating elements for a distance from element of 18 inches.
- B. All transitions shall be treated with a 1 inch by 1 inch minimum fillet of Liquid Membrane to ease transition of the membrane sheets.
- C. Vertical offsets in plywood sheathing that are 1/16 inch shall be pretreated with a 6 inch wide strip of membrane centered over joint. Vertical offsets greater than 1/16 inch shall be repaired to bring them into conformance with the project specifications.
- D. Sheet installation shall be done in such a way as to avoid stretching membrane while removing release paper. It is recommended that section of membrane be precut to no more than 12 feet in length and allowed to fully relax prior to application.
- E. Patch misaligned or inadequately lapped seams with membrane. Slit any fishmouths, overlap the flaps and repair with a patch of membrane and roll in place. The edges of the patch shall be sealed with a troweling of Liquid Membrane.

- F. All leading edges of laps and all laps located within 12 inches of all corners shall be sealed with a troweling of Liquid Membrane.
- G. At vent, fall arrest stanchion, and similar penetration locations, cut sheet around base of penetrations. Apply 1 inch by 1 inch Liquid Membrane fillet at vertical transition. Install 24 inch square membrane target sheet centered on stanchion, tightly lapping up onto stanchion 3 inches minimum. Install stainless steel clamp ring and flood with Liquid Membrane for airtight flashing installation.
- H. Flashing strips used to seal edges of transition or edge sections of sheet metal roofing shall be provided with 3 inch minimum laps onto primed sheet metal and membrane sheets unless otherwise noted on Drawings.

3.6 SHEET METAL ROOFING INSTALLATION, GENERAL

- A. General: Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.
 - 1. Field cutting of sheet metal roofing by torch is not permitted.
 - 2. Provide metal closures at rake edges, eaves, and gutters.
 - 3. Flash and seal sheet metal roofing with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment. Predrill panels for fasteners with oversized holes as required for thermal movement.
 - 5. Install sealant and butyl tape where indicated.
 - 6. Integrate metal flashing under sheet metal roofing to allow moisture to run over and off the material as shown on Drawings.
 - 7. It shall be the responsibility of the Contractor to furnish and install all required accessories necessary to provide watertightness of the roofing system.
- B. Thermal Movement. Rigidly fasten metal roof panels to structure at only one location for each panel. Allow remainder of panel to move freely for thermal expansion and contraction.
 - 1. Point of Fixity: Fasten the panels on each elevation along one consistent side of the panel.
 - 2. Avoid attaching accessories through roof panels in a manner that will inhibit thermal movement.
- C. Fasteners: Use fasteners of sizes that will penetrate metal deck not less than 1 inch.
 - 1. Steel Roof Panels: Use stainless-steel fasteners for surfaces exposed to the exterior and galvanized-steel fasteners for surfaces exposed to the interior.
- D. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, or by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by SMACNA.
 - 1. Coat back side of uncoated aluminum sheet metal roofing with bituminous coating where roofing will contact wood or ferrous metal.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

3.7 CUSTOM-FABRICATED SHEET METAL ROOFING INSTALLATION

- A. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Fold back sheet metal to form a hem on concealed side of exposed edges unless otherwise indicated.
 - 1. Install clips to hold sheet metal panels in position. Attach each clip with two fasteners to prevent rotation.
 - 2. Fasten clips as recommended by panel manufacturer but not more than 12 inches on center. Bend tabs over fastener head.
 - 3. Provide expansion-type cleats and clips for roof panels that exceed 30 feet in length.
- B. Seal joints as shown and as required for watertight construction. For roofing with 3:12 slopes or less, use clips and cleats at transverse seams.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Construction Documents.
- C. Standing-Seam Roofing: Attach standing-seam metal panels to substrate with concealed clips and cleats, double fastened at 12 inches on center with fasteners recommended by manufacturer. Install panels reaching from eave to transverse seam before moving to adjacent panels. Lock standing seams by folding over once so cleat and panel edges are completely engaged.
 - 1. Lock each panel to panel below with sealed transverse seam.
 - 2. Loose-lock panels at eave edges to joggle cleat and allow for manufacturer's recommended movements.
 - 3. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 - 4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and seam sealant are completely engaged.

3.8 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete sheet metal roofing assembly including rake and eave trim, seam covers, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 - 1. Install flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, fascia, and fillers.
 - 2. Install continuous strip of self-adhering underlayment at edge of continuous flashing overlapping self-adhering underlayment, where "continuous seal strip" is indicated in SMACNA's "Architectural Sheet Metal Manual," and where indicated on Drawings.

3. Install exposed flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 4. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep and filled with butyl sealant concealed within joints.
- C. Sheet Metal Trim for Rakes and Eaves: Fabricate rake trim to match profile of standing seam and lock into panel on roof. A continuous cleat shall be installed along rake edge. Rake trim shall extend vertically down to 4 inches minimum and engage continuous cleat. Eave trim at hanging gutter locations shall a minimum be formed as shown on the Drawings and cover the fascia behind the gutter. All trim and cleats shall have a drip edge as noted above. Cleats shall be secured to substrate with fasteners at 6 inches on center.

3.9 GUTTERS

- A. All gutters shall be made completely watertight with seams in adjacent sections being riveted and sealed. All joints shall be in direction of water flow.
- B. Gutter lengths from downspout locations shall not exceed 40 feet without an expansion joint.
- C. Lap joints for sections of gutters shall be a minimum of 1 inch with rivets at 2 inches on center and sealed.
- D. Downspout inlet from gutter shall be a minimum of 8 inches from bottom of gutter. Inlet flanges shall be riveted and sealed to bottom of gutter.
- E. Downspout inlet shall be 1/8 inch less than size of connecting downspout and shall set a minimum of 6 inches into connecting downspout. Inlet shall be riveted to connecting downspout.
- F. New gutters shall be supported using panel manufacturer's brackets spaced 24 inches on center maximum. Brackets shall be secure using 2 screws. Spacers shall be installed at 24 inches on center at mid points between brackets, and shall be connected to the front and back of the gutter only. Brackets and spacers shall be 12 inches apart.
- G. All gutter ends shall be completely closed and sealed with sealed units.
- H. Gutters shall extend beyond the edge of the roofs to allow for sufficient drainage capabilities. At a minimum, the amount of end extension shall match existing conditions but not less than 6 inches unless approved by Architect.
- I. Deflectors: Provide deflectors at the location of gutters at the base of roof rakes to deflect water into the gutters. The deflectors shall be 3 inches high by 12 inches long on each side of the corners and shall be secured to the gutter. Deflectors shall be made of the same material as the gutters.

3.10 DOWNSPOUTS

- A. New downspouts shall be fabricated to match size and profile of existing downspouts that are being replaced. Unless otherwise noted on Drawings, size of downspouts shall remain as existing.
- B. Provide anchor straps for new downspouts as recommended and supplied by the panel manufacturer and of a length sufficient to extend over the front and sides of downspout, and provide attachment flanges of 2 inches minimum to face of substrate. Anchor straps material shall be fabricated from same material as downspouts and roofing. New straps shall be anchored to wall surface with sleeve type expansion anchors. Straps shall be riveted to downspout sides (with minimum penetration beyond inside face) for support.
- C. Anchor straps for downspouts shall be located as close as possible to gutter inlets and within 12 inches maximum of any transitions from the vertical planes. At no time shall any downspout section be unsupported by more than 10 feet between anchor straps.
- D. Transitions in downspouts from the vertical planes shall be kept to a minimum and only allowed with approval of Architect.
- E. Downspouts that terminate or direct water onto main roof areas shall have an elbow transition that directs water away from building wall. Provide prefabricated splash guards to protect roofing membrane from run-off abrasion and direct water away from building.
- F. Telescope upper sections into lower sections 2 inch minimum, and sections shall be riveted and soldered together.

3.11 INSTALLATION OF SEALANT MATERIALS

- A. All surfaces to receive the joint sealants shall be examined by the Contractor. Any surfaces, which are found to be unsuitable for installation of the joint sealants, shall be brought to the attention of the A/E for resolution. Application or installation of the material constitutes acceptance of the surface of the substrate.
- B. Remove all existing sealants and plastic roof cement from the areas to be resealed. Care shall be used in the removal of sealants and roof cement so as not to damage existing construction intended to remain.
- C. All surfaces to receive sealants shall be clean, dry, and free of any loose materials, dirt, dust, laitance, rust, bitumen residue, oil, frost, and other contaminants.
- D. Use appropriate primers on metal surfaces to receive joint sealants in accordance with the recommendations of the sealant manufacturer.
- E. The contractor shall make test applications at the beginning of the sealant work, in all types of prepared joints or surface applications, to determine if preparation steps have been adequate for optimum sealant adhesion. These test applications will be reviewed by the A/E prior to the start of the work.
- F. Install all materials in accordance with the manufacturer's printed instructions, as well as the following:

1. Install bond breakers and backer rods in locations and of the type recommended by the sealant manufacturer to prevent bond of sealant to surfaces where such bond might impair the performance of the sealant. Backer rods shall typically be installed under 25 percent compression of rod material unless otherwise recommended by sealant manufacturer.
 2. Application of joint sealant materials shall be made by cartridge-type caulking guns.
 3. Compounds shall not be installed when surface and ambient temperatures are below 40 degrees F unless specifically approved by the Architect/Engineer. Compounds also shall not be installed when surface and ambient temperatures are above 100 degrees F.
 4. Run sealant beads sufficiently slow enough to be certain that the entire cavity is filled from bottom up. Air pockets or voids along the edges are not acceptable.
 5. Tool sealant surfaces to the shapes shown, or if none is shown, to flush or slightly concave surface. Tooling of sealants with soap, detergent or other lubricant is not allowed.
- G. All surfaces adjacent to sealants shall be protected, unless otherwise approved by the A/E. Use pressure sensitive tape to prevent staining of adjacent surfaces, or spillage and migration of sealant out of the joints.
- H. Do not place dissimilar sealant materials in contact with each other. Follow sealant manufacturer's recommendations for separation of dissimilar materials.
- I. All sealant material to be covered shall be allowed to fully cure in accordance with manufacturer's recommendations.

3.12 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal roofing within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8 inch offset of adjoining faces and of alignment of matching profiles.

3.13 FIELD QUALITY REQUIREMENTS

- A. Site Tests (Post Installation Testing): Owner reserves right to perform post installation testing of installed sheet metal roofing.
- B. Manufacturer's Field Services: Manufacturer's technical representative shall provide field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions. Site visits shall include initial start up, bi-weekly as work progresses, and final inspection for warranty issuance. Written site visit reports are to be submitted to the Architect within 5 days of site visit.

3.14 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal roofing is installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal roofing installation, clean finished surfaces as recommended by sheet metal roofing manufacturer. Maintain sheet metal roofing in a clean condition during construction.
- B. After installation, all prefinished panels and metal shall be wiped clean and inspected for scratches or abrasions.
- C. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

- D. Clean off excess sealants.
- E. Touch up painting of minor damage to finishes shall be allowed (only upon written acknowledgement from the Architect), although damage to the finishes in the Architect's opinions as penetrating the protective surface, damaging the weathertightness or damage to the point where repair is obviously unsightly, shall be considered as not repairable and shall be replaced.
 - 1. Touch-up paint and proper repair procedures shall be furnished from the manufacturer, labeled and of the same dye lot.
- F. Replace sheet metal roofing components that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 81 00
SPRAY APPLIED FIREPROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Fire-resistive materials for existing metal deck and structural steel framing as shown on Drawings.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Evaluation Reports: For fireproofing, from ICC-ES.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. A firm or individual certified, licensed, or otherwise qualified by fireproofing manufacturer as experienced and with sufficient trained staff to install manufacturer's products according to specified requirements.

1.4 COORDINATION

- A. Furnish items without delaying the Work.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply fireproofing when ambient or substrate temperature is 44 deg F or lower unless temporary protection and heat are provided to maintain temperature at or above this level for 24 hours before, during, and for 24 hours after product application.
- B. Ventilation: Ventilate building spaces during and after application of fireproofing, providing complete air exchanges according to manufacturer's written instructions. Use natural means or, if they are inadequate, forced-air circulation until fireproofing dries thoroughly.

PART 2 PRODUCTS

2.1 FIREPROOFING, GENERAL

- A. Source Limitations: Obtain fireproofing from single source.
- B. Fire-Resistance Design: Indicated on Drawings, tested according to ASTM E119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 FIRE-RESISTIVE MATERIALS

- A. Manufacturer's standard, factory-mixed, lightweight, dry formulation, complying with code require fire-resistance design, and mixed with water at Project site to form a slurry or mortar before conveyance and application.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Pyrocrete 241 Portland cement based cementitious fireproofing by Carboline.
 - b. Approved equal
 - 2. Bond Strength: Minimum 150-lbf/sq. ft. cohesive and adhesive strength based on field testing according to ASTM E736.
 - 3. Density: 55 lb/cu. ft. as specified in the approved fire-resistance design, according to ASTM E605.
 - 4. Thickness: To match average thickness of existing fireproofing, measured according to requirements of fire-resistance design or ASTM E605, whichever is thicker, but not less than 0.75 inch.
 - 5. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 0.
 - b. Smoke-Developed Index: 0.
 - 6. Compressive Strength: Minimum 800 lbf/sq. in. with no more than 10 percent deformation according to ASTM E761.
 - 7. Corrosion Resistance: No evidence of corrosion according to ASTM E937.
 - 8. Deflection: No cracking, spalling, or delamination according to ASTM E759.
 - 9. Effect of Impact on Bonding: No cracking, spalling, or delamination according to ASTM E760.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIREPROOFING APPLICATION

- A. Examination
 - 1. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrates and other conditions affecting performance of the Work. Verify compliance with the following:
 - a. Substrates are free of dirt, oil, grease, release agents, rolling compounds, mill scale, loose scale, incompatible primers, paints, and encapsulants, or other foreign substances capable of impairing bond of fireproofing with substrates under conditions of normal use or fire exposure.
 - b. Objects penetrating fireproofing, including clips, hangers, support sleeves, and similar items, are securely attached to substrates.
 - c. Substrates receiving fireproofing are not obstructed by ducts, piping, equipment, or other suspended construction that will interfere with fireproofing application.
- B. Preparation
 - 1. Cover other work subject to damage from fallout or overspray of fireproofing materials during application.
 - 2. Clean substrates of substances that could impair bond of fireproofing.

- C. Construct fireproofing assemblies that are identical to fire-resistance design indicated and products as specified, tested, and substantiated by test reports; for thickness, primers, sealers, topcoats, finishing, and other materials and procedures affecting fireproofing work.
- D. Comply with fireproofing manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey, and apply fireproofing; as applicable to particular conditions of installation and as required to achieve fire-resistance ratings indicated.
- E. Coordinate application of fireproofing with other construction to minimize need to cut or remove fireproofing.
 - 1. Do not begin applying fireproofing until clips, hangers, supports, sleeves, and other items penetrating fireproofing are in place.
 - 2. Defer installing other items that would interfere with applying fireproofing until application of fireproofing is completed.
- F. Install auxiliary materials as required, as detailed, and according to fire-resistance design and fireproofing manufacturer's written recommendations for conditions of exposure and intended use. For auxiliary materials, use attachment and anchorage devices of type recommended in writing by fireproofing manufacturer.
- G. Spray apply fireproofing to maximum extent possible. Following the spraying operation in each area, complete the coverage by trowel application or other placement method recommended in writing by fireproofing manufacturer.
- H. Extend fireproofing in full thickness over entire area of each substrate to be protected.
- I. Install body of fireproofing in a single course unless otherwise recommended in writing by fireproofing manufacturer.
- J. Provide a uniform finish complying with description indicated for each type of fireproofing material.
- K. Cure fireproofing according to fireproofing manufacturer's written recommendations.

3.3 REPAIRS AND PROTECTION

- A. Fireproofing: Immediately after completing spraying operations in each containable area of Project, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence of soiling.
 - 1. Protect fireproofing, according to advice of manufacturer and Installer, from damage resulting from construction operations or other causes, so fireproofing will be without damage or deterioration at time of Substantial Completion.
 - 2. Repair fireproofing by reapplying it using same method as original installation or using manufacturer's recommended trowel-applied product.

END OF SECTION