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PROJECT MANUAL

FOR THE:

AIRPORT FBO BUILDING & T-HANGAR EXTERIOR REPAIR PROJECT



AUGUST 2014

PROJECT #14.17

FOR:

CITY OF NEWPORT
NEWPORT, OREGON

ADDENDUM #4 - SEPTEMBER 23, 2014

**RE: CITY OF NEWPORT, OREGON
FBO BUILDING EXTERIOR
REPAIR PROJECT
PROJECT #14.17**

**FROM: HGE INC., Architects, Engineers,
Surveyors & Planners
375 Park Avenue, Suite 1
Coos Bay, Oregon 97420
541-269-1166**



TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of **3** pages together with **the following** attachments:

- Mandatory Pre-Bid Walkthrough Attendance Sign-up Sheet
- Section 00-4100, Bid Form
- Section 07-2100, Thermal Insulation
- Section 07-4646, Fiber Cement Siding
- Revised Drawing Sheets:
 - A2.1 and A4.1
 - S1.1

CHANGES TO PROJECT MANUAL:

1. **Section 00-4100, Bid Form:** REPLACE with attached revised Bid Form.
2. **Section 05-5000, Metal Fabrications, paragraph 2.03 Fabricated Items:** DELETE "E".
3. **Section 07-0150.19 Preparation for Re-roofing:** DELETE this section.
4. **Section 07-2100, Thermal Insulation:** ADD attached Section 07-2100.
5. **Section 07-4646, Fiber Cement Siding:** ADD attached Section 07-4646.
6. **Section 09-9000, Painting and Coating, paragraph 2.03.B:** ADD at end of sentence, "and existing doors and columns."

CHANGES TO DRAWINGS:

1. **Sheet A5.1, Detail 5, CLARIFICATION:** Existing plywood roof sheathing is located under the metal roofing.
2. **Sheet A5.1, Detail 7, CLARIFICATION:** Existing soffit at the awning is horizontal - no work required.
3. **Sheet S1.1:** Change Design Criteria to 110 mph, Exposure D per attached replacement drawing sheet.
4. **Sheet S2.1 - FBO Building Roof Framing Plan:**
 - a. **At grid line 7, CHANGE:** "(E) Frame per 8/S3.1" to "(E) Frame per 1/S3.1".
 - b. **At grid line 2-6, CHANGE:** "(E) Frame per 12/S3.1" to "(E) Frame per 2/S3.1".
 - c. **At grid line 3, Detail Key 12/S4.1, ADD:** "At grid 2, 3, 4, 5, & 6."
5. **Sheet S2.1, FBO Building Roof Framing Plan; Sheet S3.1, Drawing 2; and Sheet S4.1, Detail 12:** At grid lines 2, 4, and 6, from grids A to B, remove existing light fixtures and hangar brackets to allow for installation of structural work detailed at 12/S4.1. Re-attach light fixture mount and bolt through channel.
6. **Sheet S3.1, Drawing 2:** Change Detail Flag at Grid B column base to 10/S4.1.1 SIM. Contractor to modify profile as required.
7. **Detail 6/S4.1:** Field verify exact length of angle required. Angle to be located at web end intersections.
8. **Sheet S3.1, Drawing 2, ADD to the title:** "At grid 2, 3, 4, 5, & 6."
9. **Sheet S4.1, Detail 6:** C8 X 11.5 channel frame stiffener at bottom chord of the roof truss stops short of grid line B, at the edge of existing steel plate reinforcing plate attached to bottom of truss.
10. **Sheet S4.1**
 - a. **Drawing 10, CHANGE Detail Flag:** "2/S4.2" to "12/S4.1".
 - b. **Drawing 12, ADD note:** "5/8" \varnothing A325 bolts to be 6" max. from the ends of the C8 x 11.5.
11. **Sheet S4.1, Detail 8:** Change the 1/2" X 5 X 4'-0" plate on the vertical portion of truss to 3/4" thick. Install detail around existing "X" bracing.

APPROVALS:

<u>Section</u>	<u>Item</u>	<u>Approval</u>
07-6100, Sheet Metal Roofing	MS - 200 Roof Panel	Taylor Metal Products
08-6200, Unit Skylights	Replacement Skylights	Architectural Specialties, Inc.

END OF ADDENDUM #4

MANDATORY PRE-BID WALKTHROUGH
CITY OF NEWPORT - FBO BUILDING EXTERIOR REPAIR

Project: HGE# 14.17
 Date: Thursday, Wednesday, September 3, 2014, Newport Municipal Airport Terminal

Representative (please print then sign)	Company	GC /Sub / Supplier?	Contact Address and Telephone #	Contact e-mail (please print clearly)
Ernest Swinn	Swinn's sheet Metal	Sub - roofing	3279 Melrose Roseburg 97471 541 430 3040	e.g.swinn@gmail
Keith Halverson	first cascade	GEN.	PO Box 2158 Lake Oswego 97035	SCOTT@firstcascade.COM
JESSE BLUM	WILDISH BUILDING CO.	GEN	PO BOX 40310 EUGENE, OR 97407 541-683-7759	bobm@wildish.com
Willy Coomes	JWC Construction	G.C.	9305 A.E. 117th Ave. Vancouver WA 98682	wcoomes@jwc.com
GENE DOLL	DSC Builders	G.C.	1380 HINES ST SE Salem, OR 97302 503-363-0202	gened@dsc-builders.com
Kevin Lindstedt	DSC Builders	G.C.	" "	kevinl@dsc-builders.com
JJ MACEO	DSC BUILDERS	GC	" "	JJM@dsc-builders.com

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

Owner: **CITY OF NEWPORT**
c/o Public Works Office
169 SW Coast Highway
Newport, Oregon 97365

1.02 FOR: AIRPORT FBO BUILDING EXTERIOR REPAIR PROJECT

1.03 DATE: _____ **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY:

NAME OF FIRM (PLEASE PRINT): _____

1.05 GENERAL

- A. The Bidder declares that they have carefully examined the Contract Documents for the construction of the proposed improvements; that the Bidder has personally inspected the contemplated construction area, that the Bidder has satisfied themselves as to the quantities of materials, items of equipment, possible difficulties, and conditions of work involved.
- B. By signing this Proposal, the Bidder certifies that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this Contract, are understood by the Bidder, and will be complied with during the Work.
- C. The bidder further declares that they are registered with the Construction Contractor's Board as required by ORS 701.35 to 701.55, and possess such additional licenses and certifications as required by law for the performance of the work proposed herein.
- D. The subcontractor(s) performing work as described in ORS 701.005(2) will be registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 and City Rule 137-049-0200(1)(a)(K) before the subcontractor(s) commence work under the Contract.
- E. Pursuant to ORS 279A.120, Bidder hereby certifies the Bidder _____ is / _____ is not **(check one)** a Resident Bidder as defined by ORS 279A.120.
- F. Bidder certifies that the provisions required by ORS 279C.836, unless exempt under Sections (4), (7), (8), or (9), before starting work on this Contract, or any subcontract hereunder, Contractor and all subcontractors shall have on file with the Construction Contractor's Board a public works bond with corporate surety authorized to do business in the State of Oregon in the amount of \$30,000.
- G. The Bidder agrees that if this Proposal is accepted, the Bidder will, within ten (10) calendar days after receiving contract forms, execute the Agreement between Owner and Contractor as specified, and deliver to the Owner the Performance and Labor and Payment Bonds required herein.

1.06 BIDS:

- A. The undersigned bidder, in submitting his bid, authorizes the Owner to evaluate the bid and make a single award per Bid Schedule, on the basis of the bid.
- B. After having examined all of the contract documents as prepared by HGE INC., Architects, Engineers, Surveyors & Planners, we do hereby propose to furnish labor and materials to complete the work required by said documents for the following fixed sum (*fill in lump sum amount for each bid unit, in written words in space provided, and in numerals within parenthesis*):
- C. **BASIC BID - SCHEDULE A:** Airport FBO Building Work as shown in the Contract Documents (Project Manual and Drawings):

_____ Dollars

and _____ Cents (\$ _____) complete.

- D. **UNIT COST PER SQUARE FOOT:** Removal and Replacement of Structural Sheathing:

_____ Dollars

and _____ Cents (\$ _____) per square foot.

- E. **BID SCHEDULE A, ALTERNATE BID A1** - South Roof and Lower East Entry Roof.

ADD TO BASIC BID SCHEDULE A:

_____ DOLLARS

AND _____ CENTS (\$ _____) COMPLETE.

- F. **BID SCHEDULE A, ALTERNATE BID A2** - North Roof.

ADD TO BASIC BID SCHEDULE A:

_____ DOLLARS

AND _____ CENTS (\$ _____) COMPLETE.

Bidder further agrees to be bound by the entire Contract Documents, including:

- Advertisement to Bidders
- Information to Bidders
- Issued Addenda
- Instructions to Bidders - AIA A701 (as modified) and Supplemental Instructions
- Bid Form (this document)
- Bid Bond
- First-Tier Subcontractor Disclosure Form
- Oregon Prevailing Wage Rates
- General Conditions - AIA 201 (as modified) and Supplementary Conditions

Contract for Construction: Owner-Contractor Agreement - AIA 101
Performance and Payment Bonds
Proof of Insurance
Notice of Award
Notice to Proceed
Technical Specifications
Plans/Drawings
Issued Change Orders and Architects Supplemental Instructions
All Applicable State and Federal Laws

1.07 BID SECURITY

- A. Bid security in the form of a certified check of Bid Bond in the amount of 10% of the bid amount is enclosed per ORS 279C.385. The undersigned agrees that Bid Security will be left in escrow with the Owner and that the amount thereof is the measure of liquidated damages which Owner will sustain by failure of the undersigned to deliver and execute the Contract or provide Performance and Payment Bonds and may become the property of the Owner at Owner's option. If this bid is not accepted within thirty (30) days of the time set for the opening of bids or if the undersigned executes and timely delivers said contract and the Performance and Payment Bonds, the Bid Security will be returned.

1.08 COMPLETION DATE AND LIQUIDATED DAMAGES

- A. It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner. It is the desire of the Owner to issue a Notice to Proceed upon successful review of the lower qualified bidder and have the project completed within **Sixty (60)** days.
- B. The Undersigned agrees that he will have the work Substantially Complete on or before _____ calendar days after Notice to Proceed (*Contractor to fill in number of days he/she will require to perform the Work and this will be the agreed upon construction time period*).
- C. Owner and Contractor acknowledge that if substantial and final completion of the work is not achieved by the Contract times for such completion, the amount of Owner's actual loss of use damages will be difficult, and impractical or impossible to determine. Accordingly, the parties agree that if substantial and final completion is not achieved by the agreed dates of substantial completion and/or final completion, as adjusted pursuant to the Contract Documents, the Contractor shall pay to Owner as liquidated damages for the loss of use of the project the following amounts:
1. The sum of FIVE HUNDRED dollars (\$500) for each partial or full day of delay beyond the deadline for substantial completion; and
 2. The sum of THREE HUNDRED dollars (\$300) for each partial or full day of delay beyond the deadline for final completion.
- D. The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

1.09 OWNER RIGHTS

- A. The Owner reserves the right to reject any or all bids and to waive all informalities.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted 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 _____.
- 5. Addendum # _____ Dated _____.

1.11 BIDDER DATA AND SIGNATURE(S)

- A. Name of Firm (*please print*): _____
- B. Mailing Address: _____
- C. Physical Address (*if different*): _____
- D. Construction Contractor Board Registration Number: _____
- E. Telephone Number: _____
- F. Fax Number: _____
- G. Email Address: _____
- H. Signature (*if bid is by a partnership, one of the partners must sign*):

- I. Name and Official Capacity of Signatory (*please print*):

- J. If Corporation, Attest (*Secretary of Corporation*):

- K. SEAL (if Corporation):

END OF BID FORM

**SECTION 07 2100
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Batt insulation and vapor retarder in exterior wall, ceiling, and roof construction.
- B. Sound Batt Insulation in Sound Walls.
- C. Rigid Cellular Polystyrene Thermal Insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- D. Rigid Cellular Polystyrene Thermal Insulation at all exterior wall headers.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 07 2500 - Weather Barriers: Separate air barrier and vapor retarder materials.
- C. Section 09 2116 - Gypsum Board Assemblies: Acoustic insulation inside walls and partitions.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2010a.
- B. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2010.
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- E. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2011.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

1.06 LABELING REQUIREMENTS

- A. Building Thermal Envelope Insulation:
 - 1. An R-value identification mark is applied (by manufacturer) to each piece of insulation 12 inches or greater in width.
 - 2. Alternately, the insulation installers have provided a signed, dated and posted certification listing the type, manufacturer and R-value of installation installed.
- B. Insulation Mark Installation:
 - 1. Insulation materials are installed such that the manufacturer's R-value is readily observable upon inspection.
- C. Insulation Product Rating:
 - 1. The thermal resistance (R-value) of insulation has been determined in accordance with the US FTC R-value rule.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Insulation:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Knauf Insulation GmbH: www.knaufinsulation.us.
 - 4. Owens Corning Corp: www.owenscorning.com.
 - 5. Substitutions: See Section 016000 - Product Requirements.

2.02 APPLICATIONS

- A. Insulation in Wood Framed Walls: Batt insulation with integral vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with integral vapor retarder.
- C. Insulation behind window and door headers (interior side): Rigid, Cellular Polystyrene Thermal Insulation.

2.03 FOAM BOARD INSULATION MATERIALS

- A. Expanded Polystyrene Board Insulation: ASTM C578; with the following characteristics:
 - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 2. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 - 4. Board Thickness: 1-1/2 inches.
 - 5. Board Density: 0.7 lb/cu ft.
 - 6. Compressive Resistance: 5 psi.
 - 7. Location: at headers.

2.04 BATT INSULATION MATERIALS

- A. Where batt insulation is indicated, use glass fiber batt insulation.
- B. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
- C. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
 - 1. Material: Glass fiber.
 - 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 4. Formaldehyde Content: Zero.
 - 5. Thermal Resistance: R of [21, 30 and 38].
 - 6. Thickness: 5-1/2", 9-1/2" and 12" inch, refer to Drawings for R-values locations.
 - a. Walls: R-21
 - b. Roof (attic area): R-38.
 - 7. Vapor Barrier Facing: Aluminum foil, flame spread 25 rated; one side (or equivalent), when not in direct contact with finish material, paper face elsewhere.

2.05 ACCESSORIES

- A. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide, at foil face vapor barrier areas, polyester elsewhere.
- B. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- C. Wire: Galvanized steel.
- D. Support tape: Nylon reinforced or as approved by manufacture.
- E. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls (at headers).
 - 1. Install in running bond pattern.
 - 2. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane and in gaps / shimmed spaces.

3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Insulation at roof spaces: Refer to detail section Drawings. Secure with wire to support between trusses as needed, tape joints of foil faced vapor barrier, or install separate vapor barrier with taped seams. Insulation must be adequately supported for uniform placement. Add additional support as needed.
- C. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- D. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- E. Fit insulation tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- F. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches on center. Lap and seal sheet retarder joints over member face.
- G. Tape seal tears or cuts in vapor retarder.
- H. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

THERMAL INSULATION
07 2100

SECTION 07 4646
FIBER CEMENT SIDING

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Wood-fiber cement siding.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry.
- B. Section 06-2000 - Finish Carpentry.
- C. Section 07 2500 - Weather Barriers: Weather barrier under siding.
- D. Section 07620 - Sheet Metal Flashing and Trim
- E. Section 07 9005 - Joint Sealers.
- F. Section 09 2116 - Gypsum Board Assemblies: Siding substrate.
- G. Section 09 2116 - Gypsum Board Assemblies: Water-resistive barrier under siding.

1.03 REFERENCE STANDARDS

- A. ASTM C1186 - Standard Specification for Flat Fiber Cement Sheets; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Manufacturer's requirements for related materials to be installed by others.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods, including nail patterns.
- C. Test Report: Applicable model code authority evaluation report (e.g. ICC-ES).
- D. Maintenance Instructions: Periodic inspection recommendations and maintenance procedures.
- E. Warranty: Submit copy of manufacturer's warranty, made out in Owner's name, showing that it has been registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section with minimum 3 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products under waterproof cover and elevated above grade, on a flat surface.

PART 2 PRODUCTS**2.01 SIDING**

- A. Lap Siding: Individual horizontal boards made of cement and cellulose fiber formed under high pressure with integral surface texture, complying with ASTM C1186 Type A Grade II; with machined edges, for nail attachment.
 - 1. Style: Standard lap style.
 - 2. Texture: Simulated cedar grain.
 - 3. Length: 12 ft, nominal.
 - 4. Width (Height): 7-1/4 inches.
 - 5. Thickness: 5/16 inch, nominal.
 - 6. Finish: Factory applied primer.
 - 7. Color: As selected by Architect.
 - 8. Warranty: 50 year limited; transferable.
 - 9. Lap Siding Manufacturers:
 - a. CertainTeed Corporation : www.certainteed.com.

FIBER CEMENT SIDING
07 4646

- b. James Hardie Building Products, Inc : www.jameshardie.com.
- c. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACCESSORIES

- A. Trim: Same material and texture as siding.
- B. Fasteners: Galvanized or corrosion resistant; length as required to penetrate sheathing and stud a minimum of 1-1/4 inch.
- C. Sheet Metal Flashing: 8 inch wide metal flashing under butt joints of siding, per manufacturers recommendations.
- D. Joint Sealer: As specified in Section 07 9005.
- E. Finish Paint: Latex house paint acceptable to siding manufacturer; primer recommended by paint manufacturer.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine substrate and clean and repair as required to eliminate conditions that would be detrimental to proper installation.
- B. Verify that water-resistive barrier has been installed over substrate completely and correctly.
- C. Do not begin until unacceptable conditions have been corrected.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and recommendations.
 - 1. Read warranty and comply with all terms necessary to maintain warranty coverage.
 - 2. Use trim details indicated on drawings.
 - 3. Touch up all field cut edges before installing.
 - 4. Pre-drill nail holes to prevent breakage.
- B. Allow space between both ends of siding panels that butt against trim for thermal movement; seal joint between panel and trim with exterior grade sealant.
- C. Do not install siding less than 6 inches from surface of ground nor closer than 1 inch to roofs, patios, porches, and other surfaces where water may collect.
- D. Exterior Soffit Vents: Install according to manufacturer's written instructions and in locations shown on the drawings. Provide vents as specified.
- E. After installation, seal all joints. Seal around all penetrations. Paint all exposed cut edges.
- F. Finish Painting: Specified in Section 09 9000.

3.03 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

ADDENDUM #3 - SEPTEMBER 8, 2014

RE: **CITY OF NEWPORT, OREGON
FBO BUILDING EXTERIOR
REPAIR PROJECT
PROJECT #14.17**

FROM: HGE INC., Architects, Engineers,
Surveyors & Planners
375 Park Avenue, Suite 1
Coos Bay, Oregon 97420
541-269-1166

TO: Prospective Bidders



This Addendum forms a part of the Contract Documents and modifies the original Documents dated August 2014, as noted below.

The City of Newport has determined that it is in the City's best interests **to postpone the request for bid submissions** until a later date. Therefore, the bid submission and bid opening scheduled for Thursday, September 11, 2014, **is cancelled**.

This Addendum consists of 1 page together with **NO** attachments:

END OF ADDENDUM #3

ADDENDUM #2 - SEPTEMBER 2, 2014

**RE: CITY OF NEWPORT, OREGON
FBO BUILDING EXTERIOR
REPAIR PROJECT
PROJECT #14.17**

**FROM: HGE INC., Architects, Engineers,
Surveyors & Planners
375 Park Avenue, Suite 1
Coos Bay, Oregon 97420
541-269-1166**



TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of **1** page together with **NO** attachments.

CHANGES TO PROJECT MANUAL:

- 1. All Sections and Locations in the Project Manual, including Advertisement to Bidders: DELETE** all references to T-Hangar Work. NOTE: This work has been excluded from this Bid and will be performed at a later date.
- 2. Bid Form:** DELETE Bid Item F, Schedule B - T-Hangar Work.
- 3. Section 07-6100, Sheet Metal Roofing:** DELETE subparagraph 2.03, Snap Seam Panel.

CHANGES TO DRAWINGS:

- 1. DELETE Sheet A2.2:** This Work has been removed from the scope of work.

APPROVALS:

Section	Item	Approval
07-6100	Sheet Metal Roofing - Standing Seam Metal Roofing	Sheffield Metals - SMI 2.0" x 14" & 18"

END OF ADDENDUM #2

ADDENDUM #1 - AUGUST 22, 2014

**RE: CITY OF NEWPORT, OREGON
FBO BUILDING & T-HANGAR EXTERIOR
REPAIR PROJECT
PROJECT #14.17**

**FROM: HGE INC., Architects, Engineers,
Surveyors & Planners
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TO: Prospective Bidders

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This Addendum consists of **1** page together with **NO** attachments.

CHANGES TO PROJECT MANUAL:

- 1. Advertisement to Bidders:** Change the date of the **Mandatory Pre-Bid Conference and Walk-through to Wednesday, September 3, 2014**. Time and place of meeting remain the same.
- 2. Advertisement to Bidders and First-Tier Subcontractor Disclosure Form:** Change the Bid Closing date to **Thursday, September 11, 2014**. Time and Place of submission and opening remain the same.

CHANGES TO DRAWINGS: NONE.

END OF ADDENDUM #1

**SECTION 00 0101
PROJECT TITLE PAGE**

**AIRPORT FBO BUILDING & T-HANGAR
EXTERIOR REPAIR PROJECT
FOR
CITY OF NEWPORT, OREGON**

**HGE, INC., ARCHITECTS, ENGINEERS, SURVEYORS &
PLANNERS
375 PARK AVE
COOS BAY, OREGON 97420
(541)269-1166**

**SECTION 00 0110
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PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 0101 - Project Title Page
- B. 00 0110 - Table of Contents
- C. 00 1113 - Advertisement for Bids
- D. AIA Document A701 - 1997: Instructions to Bidders (as modified)
- E. 00 2210 - Supplementary Instructions to Bidders
- F. 00 4100 - Bid Form(as revised by Addendum 4)
- G. Subcontractor Disclosure Form
- H. 00 5200 - AIA Document A101-2007: Standard Form of Agreement Between Owner and Contractor (Draft)
- I. 00 6000 - City of Newport, Oregon - Project Forms
 - 1. Performance Bond Form
 - 2. Payment Bond Form
 - 3. Contractor Release Form
 - 4. Subcontractor Release Form
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ADVERTISEMENT TO BIDDERS

Notice is hereby given that sealed bids for the **Airport FBO Building Repair Project**, will be received by Melissa Román, City of Newport Engineering Technician, at the Newport City Hall Public Works Department, 169 SW Coast Highway, Newport, Oregon 97365 until bid closing time of **2:00 P.M. Pacific Time, Thursday, September 4, 2014**. A two-hour period shall follow in which all bidders shall submit to the City of Newport a Subcontractor Disclosure Form, identifying any first-tier subcontractor that will be furnishing labor or material on the Contract. Refer to Disclosure Form and Instructions to Bidders within the Project Manual. Bids received after the deadline will not be considered. Bids must be complete and clearly labeled: "**Airport FBO & T-Hangar Building Repairs Project**." The actual **bid opening** shall be conducted in the City Hall Conference Room A, immediately following the bid closing time at 2:00 P.M. at which time the bids will be publicly opened and read.

The overall project consists of A) Selective removal and replacement of siding, windows, entire retrofit metal roofing, and other work of the Airport FBO Building as shown in the Contract Documents (Project Manual and Drawings; and B) Providing eave protection, hangar door sill improvements, valley gutter site work, and other items on the existing T-Hangar Building. Refer to Summary of Work: Section 01-1000 and Alternates: Section 01-2300 within the Project Manual for complete Summary of Work and Alternate Bids.

Project Manual for this work, including Instruction to Bidders, and Bid Form, may be examined at the Office of the Architect, HGE INC., Architects, Engineers, Surveyors & Planners, 375 Park Avenue, Suite 1, Coos Bay, Oregon, phone: 541- 269-1166, email: general@hge1.com, and at the following locations: City of Newport City Hall, various plan centers, and on the HGE website at <http://www.hge1.com/HGE-Projects-out-to-bid.html>.

One set of drawings, specifications, and contract documents may be obtained by prime bidders from HGE INC., upon deposit of \$50.00. Deposit made upon procurement of drawings, specifications, and contract documents will be refunded upon return thereof in good condition within **seven (7) days after opening of bids**. Non-bidders deposit will be refunded if documents are returned in good condition no later than bid opening date. PDF digital copies of these documents are also available to Bidders via HGE INC.'s website at <http://www.hge1.com/HGE-Projects-out-to-bid.html>. General Contractors are encouraged to contact HGE INC.'s office by phone or email, and register their interest in submitting a bid and to be included on the architect's plan holders list. Addendums and other critical information will be forwarded to all persons on the architect's plan holders list.

A Mandatory Prebid Conference and Walk-through has been scheduled for **10:30 a.m., Tuesday, August 26, 2014**. Contractors shall meet at the Airport Terminal then review the work at the site. Contractors and subcontractors are encouraged to familiarize themselves with the bidding and contract documents prior to the walk-through. General contractors are required to attend to qualify to submit a bid.

No bid will be received or considered by the Owner unless the bid contains a statement that Bidder will comply with the provisions of ORS 279C.800 through 279C.870 relating to Prevailing Wages.

ADVERTISEMENT TO BIDDERS
00 1113 Page 2

No bids will be considered unless fully completed in the manner provided in the Instructions to Bidders upon the official bid form provided by the Architect, within the Project Manual, and accompanied by an unconditional certified check or a bid bond executed in favor of the City of Newport in an amount not less than ten percent (10%) of the total amount of the bid per ORS 279C.385, to be forfeited as fixed and liquidated damages should the bidder fail or neglect to enter into a contract and provide suitable bond for the faithful performance of the work in the event the contract is awarded.

Each bid will contain a statement as to whether or not the bidder is a resident bidder as defined in ORS 279A.120. No bid will be considered unless the bidder is registered with the Construction Contractors Board as required by ORS 701.035 to 701.055. The Owner reserves the right to reject any and all bids, and to waive any technicalities or informalities in connection therewith. No bidder may withdraw his bid after the hour set for the opening thereof until the lapse of thirty (30) days from the bid opening.

By: Melissa Román, Engineering Technician
Department of Public Works, City of Newport

Published:

Daily Journal of Commerce
Portland, Oregon
Date: August 20, 2014

Newport News Times
Newport, Oregon
Date: August 20, 2014

**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 SEE AIA DOCUMENT A701 (1997 EDITION) AS MODIFIED, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

1.02 RELATED DOCUMENTS

- A. Document 00 1113 - Advertisement to Bidders.
- B. AIA Document A701 - 1997 INSTRUCTIONS TO BIDDERS (as modified)
- C. Document 00-2210 - Supplementary Instructions To Bidders

1.03 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. Refer to Document 00-2210 for amendments or supplements to the Instructions to Bidders and other provisions of the Bidding and Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

14.17 Newport - Airport FBO Building & T-Hangar Exterior Repair
Newport Municipal Airport
135 SE 84th St.
South Beach, OR 97366

THE OWNER:

(Name, legal status and address)

City of Newport
169 SW Coast Hwy
Newport, Oregon 97365

THE ARCHITECT:

(Name, legal status and address)

HGE, INC., Architects, Engineers, Surveyors & Planners
375 Park Avenue, Suite 1
Coos Bay, Oregon 97420

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 **DEFINITIONS**
- 2 **BIDDER'S REPRESENTATIONS**
- 3 **BIDDING DOCUMENTS**
- 4 **BIDDING PROCEDURES**
- 5 **CONSIDERATION OF BIDS**
- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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 as modified, 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.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 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.

§ 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, pursuant to Section 3.4 below, and City Rule 137-049-0250.

§ 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 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.

§ 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 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 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 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.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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 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.

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.

(Paragraphs deleted)

§ 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 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 The bonds shall be written on Performance and Payment Bond forms provided by Owner. 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 2210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

GENERAL

1.01 THE FOLLOWING SUPPLEMENTS SHALL MODIFY, CHANGE, DELETE FROM OR ADD TO THE AIA DOCUMENT A701-1997 INSTRUCTIONS TO BIDDERS. WHERE ANY ARTICLE OF THE INSTRUCTIONS TO BIDDERS IS MODIFIED OR ANY PARAGRAPH, SUBPARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT.

1.02 ARTICLE 1 DEFINITIONS ADD TO AS FOLLOWS:

- A. The word Owner is the City of Newport, Oregon.
- B. The word Architect HGE INC., Architects, Engineers, Surveyors & Planners.

1.03 ARTICLE 4 BIDDING PROCEDURE SUBPARAGRAPH 4.1.1, ADD THE FOLLOWING:

- A. One copy of the Bid Form and other required bidding documents shall be submitted with all blank spaces in the form fully filled.
- B. PREPARATION OF FIRST-TIER SUBCONTRACTOR DISCLOSURE
 - 1. Per ORS 279C.370 the Bidder shall submit First-Tier Subcontractor Disclosure Form not later than 2 hours following the Bid Closing, or the bid will be rejected.
 - 2. To determine disclosure requirements, disclose subcontract information for any subcontractor that will be furnishing labor or labor and materials, as follows:
 - a. 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).
 - b. 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. 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).
 - c. Submission. A Bidder shall submit the disclosure form required by this rule within two (2) working hours of Bid Closing in the manner specified by the ITB.
 - d. Responsiveness. Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.
 - e. Substitution. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. Agencies do not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. However, Agencies are not precluded from making related inquiries or investigating complaints in order to enforce Contract provisions that require compliance generally with laws, rules and regulations.
 - f. Effective Date. This rule shall apply to Public Improvement Contract first advertised on or after August 1, 2003. The above instructions have been amended to include modifications approved by the 2005 legislature.

1.04 ARTICLE 4 BIDDING PROCEDURE SUBPARAGRAPH 4.2.2, ADD THE FOLLOWING:

- A. Bid security in the form of Bid Bond issued by a Bonding Company acceptable to the Owner, cashier's check or certified check in an amount equal to 10% of the total bid, made payable to the Owner shall be required.

1.05 ARTICLE 4 BIDDING PROCEDURE SUBPARAGRAPH 4.2.3, ADD THE FOLLOWING:

- A. All Bidders will leave their bids open for a period of thirty (30) days after the date of bid opening. No bid may be withdrawn during such period of time. Owner may accept any Bid in accordance with the Instructions to Bidders within such thirty (30) day period.

1.06 ARTICLE 4 BIDDING PROCEDURE SUBPARAGRAPH 4.3, ADD THE FOLLOWING:

- A. 4.3.5 Refer to Advertisement to Bidders for solicitation schedule.

1.07 ARTICLE 5 CONSIDERATION OF BIDS ADD SUBPARAGRAPH 5.3.3:

- A. If the Contractor is to be awarded, Owner will provide written Notice of Intent to Award to all Bidders of the Owner's intent to award the Contract. Refer to City of Newport Rule 137-0490260(3), governing solicitation protests, and City of Newport Rule 137-049-0450(4), governing award protests. Owner's award shall not be final until the later of the following:
 - 1. Five (5) days after the date of the Notice of Intent; or
 - 2. The Owner provides a written response to all timely-filed protests that denies the protest and affirms the award.

1.08 ARTICLE 5 CONSIDERATION OF BIDS ADD SUBPARAGRAPH 5.3.4:

- A. Goods or services manufactured or produced in the State of Oregon to receive preference, all factors being equal.

1.09 ARTICLE 6 POST BID INFORMATION DELETE SUBPARAGRAPH 6.1:

- A. Contractor's Qualification Statement.

1.10 ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND SUBPARAGRAPH 7.2.2:

- A. A Performance Bond and Payment Bond shall be required. Contractor shall provide separate Performance Bond and Payment Bond made payable to the Owner issued by a Corporation legally licensed to transact business in the State of Oregon. Corporation issuing such a bond must comply with applicable Oregon Statutes for public work and be satisfactory to the Owner. The bonds are to be in the amount of 100% of the contract sum to assure the Owner of full and prompt performance of the Contract.
- B. Contractor shall use Performance and Payment Bond forms provided by the City of Newport.

**1.11 ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
SUBPARAGRAPH 8.1.1 ADD THE FOLLOWING:**

- A. The Contractor shall within ten (10) days after notification in writing of the Owner's Notice to award a Contract, execute and return to the Owner the Form of Agreement, the Bonds and all applicable Certificates of Insurance.

END OF SECTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

Owner: **CITY OF NEWPORT**
c/o Public Works Office
169 SW Coast Highway
Newport, Oregon 97365

1.02 FOR: AIRPORT FBO BUILDING EXTERIOR REPAIR PROJECT

1.03 DATE: _____ **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY:

NAME OF FIRM (PLEASE PRINT): _____

1.05 GENERAL

- A. The Bidder declares that they have carefully examined the Contract Documents for the construction of the proposed improvements; that the Bidder has personally inspected the contemplated construction area, that the Bidder has satisfied themselves as to the quantities of materials, items of equipment, possible difficulties, and conditions of work involved.
- B. By signing this Proposal, the Bidder certifies that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this Contract, are understood by the Bidder, and will be complied with during the Work.
- C. The bidder further declares that they are registered with the Construction Contractor's Board as required by ORS 701.35 to 701.55, and possess such additional licenses and certifications as required by law for the performance of the work proposed herein.
- D. The subcontractor(s) performing work as described in ORS 701.005(2) will be registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 and City Rule 137-049-0200(1)(a)(K) before the subcontractor(s) commence work under the Contract.
- E. Pursuant to ORS 279A.120, Bidder hereby certifies the Bidder _____ is / _____ is not **(check one)** a Resident Bidder as defined by ORS 279A.120.
- F. Bidder certifies that the provisions required by ORS 279C.836, unless exempt under Sections (4), (7), (8), or (9), before starting work on this Contract, or any subcontract hereunder, Contractor and all subcontractors shall have on file with the Construction Contractor's Board a public works bond with corporate surety authorized to do business in the State of Oregon in the amount of \$30,000.
- G. The Bidder agrees that if this Proposal is accepted, the Bidder will, within ten (10) calendar days after receiving contract forms, execute the Agreement between Owner and Contractor as specified, and deliver to the Owner the Performance and Labor and Payment Bonds required herein.

1.06 BIDS:

- A. The undersigned bidder, in submitting his bid, authorizes the Owner to evaluate the bid and make a single award per Bid Schedule, on the basis of the bid.
- B. After having examined all of the contract documents as prepared by HGE INC., Architects, Engineers, Surveyors & Planners, we do hereby propose to furnish labor and materials to complete the work required by said documents for the following fixed sum (*fill in lump sum amount for each bid unit, in written words in space provided, and in numerals within parenthesis*):
- C. **BASIC BID - SCHEDULE A:** Airport FBO Building Work as shown in the Contract Documents (Project Manual and Drawings):

_____ Dollars

and _____ Cents (\$ _____) complete.

- D. **UNIT COST PER SQUARE FOOT:** Removal and Replacement of Structural Sheathing:

_____ Dollars

and _____ Cents (\$ _____) per square foot.

- E. **BID SCHEDULE A, ALTERNATE BID A1** - South Roof and Lower East Entry Roof.

ADD TO BASIC BID SCHEDULE A:

_____ DOLLARS

AND _____ CENTS (\$ _____) COMPLETE.

- F. **BID SCHEDULE A, ALTERNATE BID A2** - North Roof.

ADD TO BASIC BID SCHEDULE A:

_____ DOLLARS

AND _____ CENTS (\$ _____) COMPLETE.

Bidder further agrees to be bound by the entire Contract Documents, including:

- Advertisement to Bidders
- Information to Bidders
- Issued Addenda
- Instructions to Bidders - AIA A701 (as modified) and Supplemental Instructions
- Bid Form (this document)
- Bid Bond
- First-Tier Subcontractor Disclosure Form
- Oregon Prevailing Wage Rates
- General Conditions - AIA 201 (as modified) and Supplementary Conditions

Contract for Construction: Owner-Contractor Agreement - AIA 101
Performance and Payment Bonds
Proof of Insurance
Notice of Award
Notice to Proceed
Technical Specifications
Plans/Drawings
Issued Change Orders and Architects Supplemental Instructions
All Applicable State and Federal Laws

1.07 BID SECURITY

- A. Bid security in the form of a certified check of Bid Bond in the amount of 10% of the bid amount is enclosed per ORS 279C.385. The undersigned agrees that Bid Security will be left in escrow with the Owner and that the amount thereof is the measure of liquidated damages which Owner will sustain by failure of the undersigned to deliver and execute the Contract or provide Performance and Payment Bonds and may become the property of the Owner at Owner's option. If this bid is not accepted within thirty (30) days of the time set for the opening of bids or if the undersigned executes and timely delivers said contract and the Performance and Payment Bonds, the Bid Security will be returned.

1.08 COMPLETION DATE AND LIQUIDATED DAMAGES

- A. It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner. It is the desire of the Owner to issue a Notice to Proceed upon successful review of the lower qualified bidder and have the project completed within **Sixty (60)** days.
- B. The Undersigned agrees that he will have the work Substantially Complete on or before _____ calendar days after Notice to Proceed (*Contractor to fill in number of days he/she will require to perform the Work and this will be the agreed upon construction time period*).
- C. Owner and Contractor acknowledge that if substantial and final completion of the work is not achieved by the Contract times for such completion, the amount of Owner's actual loss of use damages will be difficult, and impractical or impossible to determine. Accordingly, the parties agree that if substantial and final completion is not achieved by the agreed dates of substantial completion and/or final completion, as adjusted pursuant to the Contract Documents, the Contractor shall pay to Owner as liquidated damages for the loss of use of the project the following amounts:
1. The sum of FIVE HUNDRED dollars (\$500) for each partial or full day of delay beyond the deadline for substantial completion; and
 2. The sum of THREE HUNDRED dollars (\$300) for each partial or full day of delay beyond the deadline for final completion.
- D. The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

1.09 OWNER RIGHTS

- A. The Owner reserves the right to reject any or all bids and to waive all informalities.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted 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 _____.
- 5. Addendum # _____ Dated _____.

1.11 BIDDER DATA AND SIGNATURE(S)

- A. Name of Firm (*please print*): _____
- B. Mailing Address: _____
- C. Physical Address (*if different*): _____
- D. Construction Contractor Board Registration Number: _____
- E. Telephone Number: _____
- F. Fax Number: _____
- G. Email Address: _____
- H. Signature (*if bid is by a partnership, one of the partners must sign*):

- I. Name and Official Capacity of Signatory (*please print*):

- J. If Corporation, Attest (*Secretary of Corporation*):

- K. SEAL (if Corporation):

END OF BID FORM



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: City of Newport, Airport FBO Building & T-Hangar Exterior Repair Project

BID #: Project # 14 17

BID CLOSING: Date: Thursssday, September 4, 2014 Time: 2:00 P.M.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: () _____

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - (c) This subsection applies only to public improvement contracts ("**projects**") with a value, estimated by the contracting agency, of more than **\$100,000**.
 - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

AIA[®] Document A101[™] – 2007

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

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

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

City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Telephone Number: 541.265.9617
Fax Number: 541.574.6596

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

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

14.17 Newport - Airport FBO Building & T-Hangar Exterior Repair
Newport Municipal Airport
The projects consists of:

- A. Selective removal and replacement of siding, windows, entire retrofit metal roofing, and other work on the Airport FBO as shown in the Contract Documents (Project Manual and Drawings).
- B. Providing eave protection, hangar door sill improvements, valley gutter site work and other items on the existing T-Hangar Building.

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

HGE, INC., Architects, Engineers, Surveyors & Planners
375 Park Avenue
Coos Bay, Oregon 97420
Telephone Number: 541.269.1166
Fax Number: 541.269.1833

The Owner and Contractor agree as follows.

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

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
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8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work shall be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement,

(Paragraphs deleted)

subject to adjustments of this Contract Time as provided in the Contract Documents.

§ 3.4 The Contractor shall achieve Final Completion of the entire Work not later than () days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Owner and Contractor acknowledge and agree that if substantial and final completion of the work is not achieved by the Contract times for such completion, the amount of Owner's actual loss of use damages will be difficult, and practical or impossible to determine. Accordingly, the parties agree that if substantial and final completion is not achieved by the agreed dates of substantial completion and/or final completion, as adjusted pursuant to the Contract Documents, the Contractor shall pay to Owner as liquidated damages for the loss of use of the project the following amounts:

- 1) The sum of FIVE HUNDRED dollars (\$500) for each partial or full day of delay beyond the deadline for substantial completion; and
- 2) The sum of THREE HUNDRED dollars (\$300) for each partial or full day of delay beyond the deadline for final completion.

The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

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

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows (refer to City Public Contracting Rule 137-049-0820 regarding retainage, within Section 5.1.8):

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None. Refer to City Public Contracting Rule 137-049-0820 regarding retainage, within Section 5.1.8

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

N/A.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

§ 6.2 BINDING DISPUTE RESOLUTION

The method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

Arbitration. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Contract Documents, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not dispute will be decided by arbitration conducted in Lincoln County, Oregon, rather than through the court process.

No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand is made to Owner, and its Council, at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Council has rendered a written decision in respect herein. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon Owner and Contractor.

Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration, or by written notice within five (5) days after receipt of a demand for arbitration, reject arbitration and require the other party to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 et seq. If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, each party shall then select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator(s) will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

All funds not paid pursuant to ORS 279C.570(2) shall bear interest at the rate provided by ORS 279C.570(2).

§ 8.3 The Owner's representative:
(Name, address and other information)

Melissa Román
Engineering Technician
City of Newport Public Works
Newport, Oregon 97365
Telephone Number: 541.265.9617
Fax Number: 541.574.6596

§ 8.4 The Contractor's representative:
(Name, address and other information)

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- (1) Advertisement for Bids;
- (2) Information to Bidders;
- (3) Bid;
- (4) Bid Bond;
- (5) First-Tier Subcontractor Disclosure form;
- (6) Oregon Prevailing Wage Rates (see discussion below);
- (7) Payment Bond;
- (8) Performance Bond;
- (9) Notice of Award;
- (10) Notice to Proceed;
- (11) Change Orders; and

(12) Proof of Insurance.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Refer to Article 11 of the General Conditions and Supplementary Conditions.

(Row deleted)

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

Spencer Nebel, City Manager
(Printed name and title)

(Printed name and title)

DRAFT

**SECTION 00 6000
PROJECT FORMS**

SUMMARY

**1.01 SEE PROJECT FORMS REQUIRED BY THE OWNER, CITY OF NEWPORT, OREGON,
FOLLOWING THIS DOCUMENT.**

2.01 RELATED DOCUMENTS

- A. Performance Bond
- B. Payment Bond
- C. Contractor Release Form
- D. Subcontractor Release Form

END OF PROJECT FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

_____ (Name of Contractor)

_____ (Address of Contractor)

_____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

_____ (Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

The City
*, OR *

hereinafter called "OWNER", in the total amount of _____
(insert here a sum
_____ Dollars (\$ _____) for the
equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract
with the OWNER, dated the _____ day of _____, 20____, a copy of which
is hereto attached and made a part hereof and is hereinafter referred to as the Contract.
Said Contract is for:

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the Contract price more than twenty percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;

b) Complete the Contract in accordance with its terms and conditions,
or

c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

(SEAL)

By: _____

(Witness to PRINCIPAL)

(Address)

(Address)

(SURETY)

ATTEST:

(Witness to SURETY)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

F:\1Clients\Muni\Forms\Public Contracting\BOND - Performance Bond.doc

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)
Contractor's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTEST: _____
Signature

ATTEST: _____
Signature

Title

Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:

Name, Address and Telephone:

Surety Agency or Broker;

Owner's Representative (Engineer or other):

CONTRACTOR RELEASE FORM

Contractor's Certification:

The undersigned Contractor certifies that:

- (1) All previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, including payment of all subcontractors & material suppliers; and
- (2) Title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); and
- (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and
- (4) In consideration for the payment referenced above, and upon receipt of such payment, Contractor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through the date of this application, with the exception that this release does not cover retainage; and
- (5) Contractor represents that receipt of said payment constitutes full and complete payment for all work, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, interest on capital, profit and conditions costs) relative to work or improvements as of the date of this application; and
- (6) Contractor specifically waives, quitclaims and releases any claim for damages due to delay, hindrances, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this application, except as follows: _____

Dated: _____

Contractor signature

By: _____
(Print or type name)

Dated: _____

By: _____

SUBCONTRACTOR RELEASE FORM

Subcontractor's Certification:

The undersigned Subcontractor certifies that:

- (1) All previous progress payments received from Contractor on account of Work done under the Subcontract referred to above have been applied on account to discharge Subcontractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, including payment of all subcontractors & material suppliers; and
- (2) Title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner/Contractor at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); and
- (3) All Work covered by this Application for Payment is in accordance with the Subcontract Documents and not defective; and
- (4) In consideration for the payment referenced above, and upon receipt of such payment, Subcontractor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through the date of this application, with the exception that this release does not cover retainage; and
- (5) Subcontractor represents that receipt of said payment constitutes full and complete payment for all work, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, interest on capital, profit and conditions costs) relative to work or improvements as of the date of this application; and
- (6) Subcontractor specifically waives, quitclaims and releases any claim for damages due to delay, hindrances, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this application, except as follows: _____

Dated: _____

Subcontractor signature

By: _____
(Print or type name)

Dated: _____

By: _____

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

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

RELATED REQUIREMENTS

2.01 AIA DOCUMENT A201 - 2007: GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AS MODIFIED)

2.02 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 00 7300 FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF DOCUMENT

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

14,17 Newport - Airport FBO Building & T-Hangar Exterior Repair

THE OWNER:

(Name, legal status and address)

City of Newport

169 SW Coast Hwy

Newport, Oregon 97365

THE ARCHITECT:

(Name, legal status and address)

HGE, INC., Architects, Engineers, Surveyors & Planners

375 Park Avenue, Suite 1

Coos Bay, Oregon 97420

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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 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.

§ 1.1.7 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.

§ 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.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 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, except where this ownership is superseded by the rights of the Owner as described in the Professional Services Contract executed between the Owner and the Architect. 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.

(Paragraph deleted)

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(Paragraph deleted)

§ 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

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information furnished by the Owner, with the exception of utility locates for the project site. Notwithstanding this provision, Contractor 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 Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 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.

§ 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.

§ 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. This warranty is not limited by the Contractor's obligation to repair defects appearing within one year after substantial completion under A201-2007 as modified, Paragraph 12.2.

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided 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.

§ 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 must have previously been adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall 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.

§ 3.10.2 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, 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 and Architect, and upon notice given to Contractor. Consent shall not be unreasonably withheld.

(Paragraph deleted)

§ 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.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 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, and will not show partiality to either.

§ 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.

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§ 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.

(Paragraph deleted)

§ 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.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written 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. 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.

(Paragraph deleted)

§ 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.

§ 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.

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.

§ 7.2 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. 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

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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.

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 Change Order.

§ 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.

§ 9.3.2 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 provided Contractor shows proof of invoice payment prior to reimbursement by Owner. 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.

§ 9.4.2 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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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.

§ 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, as well as the owner, will, on request, furnish to a Subcontractor or Supplier, 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, using release forms provided by the Owner and included in this solicitation package, 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.

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§ 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.

§ 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.

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.

§ 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 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.

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§ 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, 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.

§ 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.

§ 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.

§ 11.1.4 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.

§ 11.2 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 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.

§ 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.

§ 11.3.7 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. This waiver of subrogation will operate only to the extent that Owner is actually paid pursuant to any such property insurance, and this provision will not operate if it would void coverage under any policy of insurance.

§ 11.3.8 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.

§ 11.3.9 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.

§ 11.3.10 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 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 within 30 days after discovery of the condition. 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.

§ 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.

(Paragraph deleted)

§ 12.2.3 The Contractor's correction of Work reinstates an entirely new correction period of one year for the corrected work.

§ 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.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the jurisdiction where the Project is located.

§ 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

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

All actions must be brought within the legally applicable statutes of limitation.

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, and for reasonable overhead and profit.

§ 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 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 In the event of a Contractor default termination, Contractor is entitled to payment only for the work actually performed, even if the project does not cost Owner more as a result of the termination. If the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner exceed the unpaid balance of the Contract sum, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption 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.

§ 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 completed prior to termination.

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 the 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 the Contractor 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.

§ 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.

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 mediation 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.

(Paragraphs deleted)

§ 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.

Init.

(Paragraphs deleted)

§ 15.4 ARBITRATION

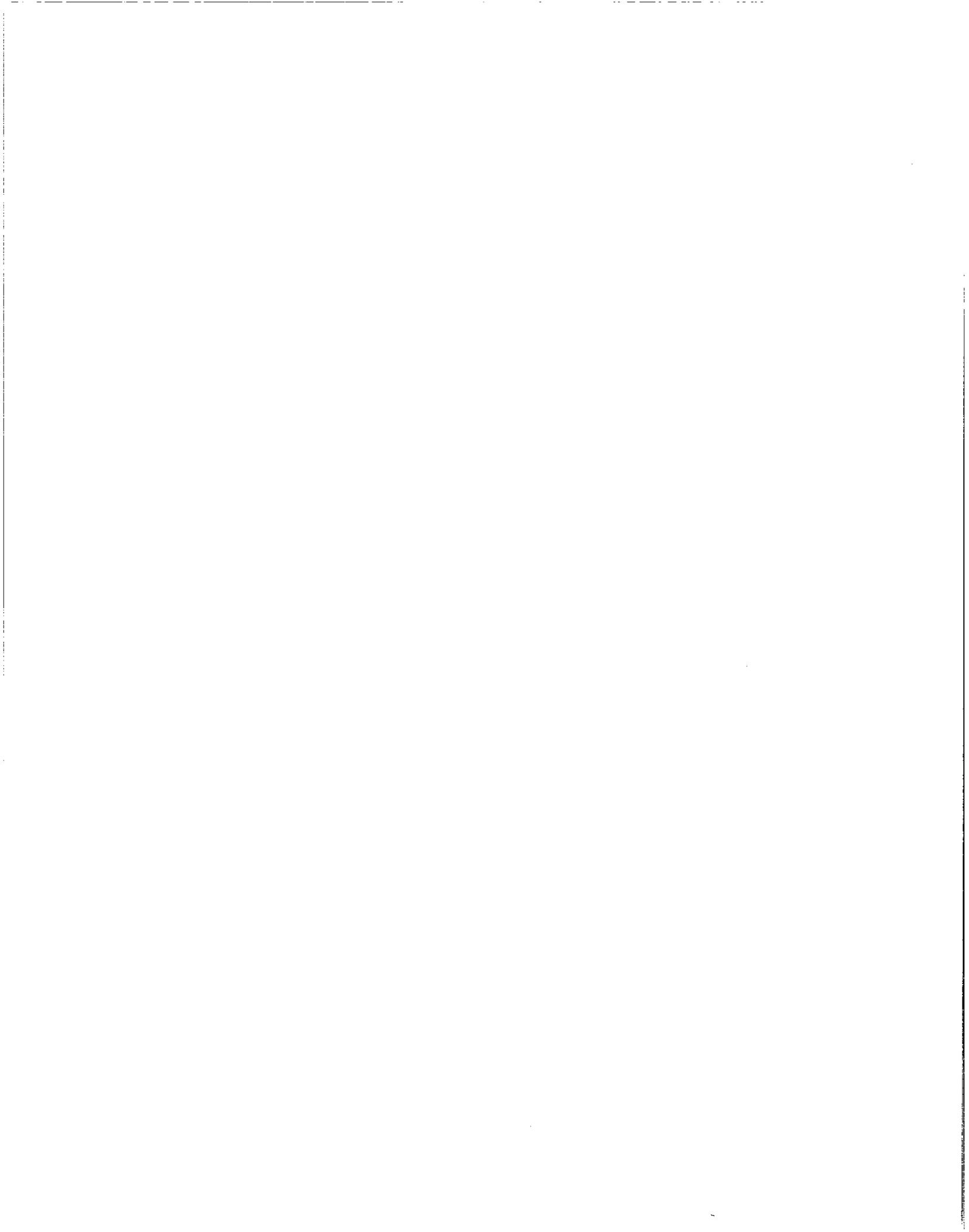
Arbitration. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Contract Documents, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not dispute will be decided by arbitration conducted in Lincoln County, Oregon, rather than through the court process.

No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand is made to Owner, and its Council, at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Council has rendered a written decision in respect herein. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon Owner and Contractor.

Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration, or by written notice within five (5) days after receipt of a demand for arbitration, reject arbitration and require the other party to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 et seq. If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, each party shall then select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator(s) will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

(Paragraphs deleted)



**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions AIA Document A201-2007 General Conditions of the Contract for Construction (as modified) defined in Document 00 7200 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions (as modified) have the meanings assigned to them in the General Conditions (as modified).

1.02 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 1. GENERAL PROVISIONS

- 1. 1.1.1: Revise the first sentence as set forth below:
 - a. The Contract Documents consist of the Notice to Contractors, Instructions to Bidders, Proposal, Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Contract Forms as bound or referenced, the Drawings, the Specifications, the Details, all Addenda issued prior to execution of the contract and all modifications issued after execution of the Contract.
- 2. 1.2 CORRELATIONS AND INTENT OF THE CONTRACT DOCUMENTS
 - a. 1.2.1 Add the following:
 - 1) If work is required in a manner to make it impossible to produce first class work, or should discrepancies appear among contract documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner.
 - b. 1.2.3: Add the following:
 - 1) Reference to technical society, organization, or body is made in specifications in accordance with the following abbreviations:
 - (a) ACIAmerican Concrete Institute
 - (b) AIAAmerican Institute of Architects
 - (c) AIEEAmerican Institute of Electrical Engineers
 - (d) AISCAmerican Institute of Steel Construction
 - (e) ASAAmerican Standard Association
 - (f) APAAmerican Plywood Association
 - (g) ASTMAmerican Society of Testing Materials
 - (h) ASMEAmerican Society of Mechanical Engineers
 - (i) AWIArchitectural Woodwork Institute
 - (j) AWSCAmerican Welding Society Code
 - (k) CSCCommercial Standard
 - (l) FSFederal Specifications
 - (m) MILMilitary Specifications
 - (n) NBFUNational Board of Fire Underwriters
 - (o) NBSNational Board of Standards
 - (p) NECNational Electric Code
 - (q) NEMANational Electrical Manufacturer's Assn.
 - (r) NFPANational Fire Protection Association
 - (s) OSHA Occupational Safety and Health Act
 - (t) UBCUniform Building Code
 - (u) IBCInternational Building Code
 - (v) ULUnderwriters Laboratory
 - (w) WCLIBWest Coast Lumber Inspection Bureau

B. ARTICLE 2 OWNER

1. 2.1.1 Add the following:
 - a. The Owner is defined as City of Newport.
2. 2.2.5 Substitute the following:
 - a. The Owner through the Architect will furnish to the Contractor 6 complete sets of drawings and specifications without charge for use on project. These include sets submitted to Agency having jurisdiction for plans review and building permit. Additional copies may be purchased by Contractor at cost of reproduction.

C. ARTICLE 3 CONTRACTOR

1. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
 - a. 3.3.1 Add the following:
 - 1) The Contractor will supervise and direct the work and will review with all subcontractors methods and materials to be used to verify their compliance with all safety standards and laws and be responsible for compliance with same, to insure safe, hazard free conditions for all persons visiting or working on the entire project.
2. 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS
 - a. 3.7.1 Add:
 - 1) The Owner shall pay for all fees related to the Building Permit, including the Plan Review. The Contractor shall pay all other permit and plan review fees related to his/her subcontractors, i.e. plumbing, mechanical, electrical. Owner shall pay any system development fees required.
3. 3.11 DOCUMENTS AND SAMPLES AT THE SITE, Add the following
 - a. Upon completion of the project transfer all information from the record set of drawings to a clean set of prints and deliver to the Architect. Drawing additions are to be added in contrasting ink and are to be accurate, neat and finished in appearance and show accurate horizontal and vertical dimensions for location of underground work. Drawings must be acceptable to Architect before certification of final payment will be made.
4. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
 - a. 3.12.5 Add the following:
 - 1) The Contractor will submit four (4) copies of each shop drawing for Architect's review. Shop drawings shall be reviewed, stamped, and signed by the Contractor before submittal to the Architect.
5. 3.15 CLEANING UP
 - a. 3.15.1 Add the following:
 - 1) Upon completion of any portion of the work, promptly remove temporary facilities generated by that portion of the work, including surplus materials, equipment, and machinery if so directed by the Architect or the Owner. Upon completion of the Work, completely remove temporary facilities. Remove stains, spots and smears from all surfaces. Remove all labels. Leave the premises in a "broom clean" condition.

D. ARTICLE 4 ARCHITECT

1. 4.1.1 Add the following:
 - a. The Architect is defined as HGE INC., Architects, Engineers, Surveyors & Planners.

E. ARTICLE 5 SUBCONTRACTORS

1. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
 - a. 5.2.1 Add the following:
 - 1) The list of subcontractors shall be submitted no later than five (5) days after the bid opening.

F. ARTICLE 7 CHANGES IN THE WORK

1. 7.2 CHANGE ORDERS

- a. 7.2.2 Add the following:
 - 1) The cost to the Owner resulting from extra work shall be determined by an agreed price which shall include a percentage for overhead and profit as listed below; or shall be the actual cost of the additional direct labor, materials, and subcontract work involved, plus a percentage for overhead and profit as listed below.
 - (a) The percentage shall not exceed 10% to cover both profit and overhead.
 - 2) The credit to the Owner resulting from a deduction of work shall be determined by an agreed price, or the actual cost of direct labor, materials, and subcontract work involved.
 - 3) Cost and credits shall be submitted by the Contractor to the Architect in a complete breakdown form, showing cost, overhead and profit.
 - 4) Cost shall be limited to the following: Cost of products, including taxes and cost of delivery; cost of labor, including social security, old age, and unemployment insurance, and fringe benefits under collective bargaining agreements; Workmen's Compensation Insurance; bond premiums; and rental value of power tools and equipment. Overhead shall include the following: Supervision, superintendence, wages of time keepers, watchmen, and clerks, hand tools, incidentals, general office expense, and all other proven expenses not included in "cost".

G. ARTICLE 8 TIME

1. 8.2 PROGRESS AND COMPLETION

- a. 8.2.4 Add the following:
 - 1) The Contractor agrees:
 - 2) To proceed upon receipt of the executed Contract and the Notice to Proceed.
 - 3) It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning and the time for completion of each phase of the work to be done are ESSENTIAL CONDITIONS of this contract.
 - 4) The Contractor agrees that said work shall be prosecuted regularly, diligently, at such rate of progress as will insure substantial completion thereof within the time specified. It is expressly understood and agree, by and between the Contractor and the Owner that the time for the completion of the work described herein is reasonable taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
 - 5) Owner and Contractor acknowledge and agree that if substantial and final completion of the work is not achieved by the Contract times for such completion, the amount of Owner's actual loss of use damages will be difficult, and impractical or impossible to determine. Accordingly, the parties agree that if substantial and final completion is not achieved by the agreed dates of substantial completion and/or final completion, as adjusted pursuant to the Contract Documents, the Contractor shall pay to Owner as liquidated damages for the loss of use of the project the following amounts:
 - (a) The sum of FIVE HUNDRED dollars (\$500) for each partial or full day of delay beyond the deadline for substantial completion; and
 - (b) The sum of THREE HUNDRED dollars (\$300) for each partial or full day of delay beyond the deadline for final completion.
 - 6) The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

H. ARTICLE 9 PAYMENTS AND COMPLETION

1. APPLICATIONS FOR PAYMENT

- a. 9.3.1 Add the following:
 - 1) Payment request form shall be submitted on AIA G702 Application for Payment supplemented with AIA G703 Continuation Sheet. Forms will be furnished by Architect if requested by Contractor. Contractor may use their own spreadsheet type format, however line items must exactly match AIA line items.
- 2. PROGRESS PAYMENTS
 - a. 9.6.1 Amend as follows:
 - 1) After the Architect has issued a certificate for payment the Owner will pay the Contractor ninety-five (95%) percent of the value of material and labor worked into the building or stored on the site less the aggregate of previous payments.
 - 2) Payment will be made on or before the thirtieth (30th) day of the month following the date of the application for payment.
 - 3) Upon Substantial Completion of the contract the sum sufficient to increase total payment to ninety-five (95%) percent of the contract amount is due. Thirty (30) days thereafter, provided the work then be fully completed and accepted by Architects, balance under the contract is due.
 - 4) Refer to City Public Contracting Rule 137-049-0820, regarding retainage, within Section 5.1.8.
- I. ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
 - 1. 10.2 SAFETY OF PERSONS AND PROPERTY
 - a. 10.2.2 Add the following:
 - 1) Contractors shall comply with all provisions of OAR 437 Division 155 (Hazard Communication). Contractor shall provide Owner, through the Architect, a copy of MSDS (Material Safety Data Sheets) for all chemicals brought onto the site, and shall maintain an inventory on the job site of such chemicals. Such inventory shall be accessible to those who desire access.
- J. ARTICLE 11 INSURANCE AND BONDS
 - 1. 11.1 CONTRACTORS LIABILITY INSURANCE
 - a. 11.1.2 Add the following:
 - 1) The Contractor's comprehensive general liability insurance and automobile liability insurance shall not be less than the amount shown below:
 - 2) Worker's Compensation as required by law:
 - 3) Bodily Injury Liability - Automobile:
 - (a) Each person\$ 500,000
 - (b) Each occurrence\$1,300,000
 - 4) Bodily Injury Liability - Except Automobile
 - (a) Each person\$1,300,000
 - (b) Each occurrence\$1,300,000
 - 5) Property Damage Liability - Automobile:
 - (a) Each occurrence\$ 500,000
 - 6) Property Damage Liability - Except Automobile:
 - (a) Each occurrence\$ 500,000
 - (b) Aggregate occurrence\$1,300,000
 - 7) The Contractor will either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, subcontractor's comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subparagraph; or (2) insure the activity of his subcontractors.
 - 8) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
 - 2. 11.3.1Add the following:

- a. The Contractor is advised that the Owner will furnish "Builder's Risk" Insurance and the Contractor is not required to obtain this insurance.
- 3. 11.4 PERFORMANCE AND PAYMENT BOND
- 4. 11.4.1 Substitute the following:
 - a. The Contractor shall furnish a Performance Bond in an amount equal to one hundred (100%) percent of the contract sum as security for the faithful performance of this contract and also a Payment Bond in an amount not less than one hundred (100%) percent of the contract sum as security for the payment of all persons performing labor on the project under this contract. Bond shall be written by a company licensed in the State of Oregon and satisfactory to the Owner.
- K. ARTICLE 13 MISCELLANEOUS PROVISIONS
 - 1. 13.1 GOVERNING LAW, Add the following:
 - a. General Contractor and each subcontractor to comply with all Federal, State laws pertaining to Social Security, Unemployment Insurance, Tax Regulations. Make prompt payment to designated agencies.
 - b. Contractor agrees to abide by all Federal and State regulations pertaining to the employment of minority and ethnic groups including all required affirmative action, and further agrees to hold owner harmless on account of all duties and responsibilities imposed on Contractor by the terms of any State or Federal Statute, regulation, or other governmental directive.
 - 2. 13.8 Add the following:
 - a. All labor subject to the provisions of ORS 279C.520 and 279C.830 which is performed under this contract shall be paid not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.
- L. ADD ARTICLE 16 SUPPLEMENTAL PUBLIC CONTRACTING STATUTES
 - 1. Contractor, subcontractor(s) and all persons doing or contracting to do any work shall comply with all provisions of Oregon Public Contracting Laws and regulations, as further specified below.
 - 2. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - a. ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the public contracting agency; and
 - b. ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - c. ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
 - 3. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
 - 4. Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
 - 5. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
 - 6. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

7. Contractor shall demonstrate to the Public Contracting Agency that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
8. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the public contracting agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency 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.
9. If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
10. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
11. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, or all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
12. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055. Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
13. The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commence of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees be required to work.
14. The provisions of ORS 279C. 800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.
15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be

- a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under any applicable prevailing wage rate laws, unless the surety sooner cancels the bond. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- a. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under an exemption.
 - b. Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8) or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
16. Unless exempt, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the public contracting agency in writing, pursuant to ORS 279C.845.
- a. If a contractor is required to file certified statements under ORS 279C.845, the public contracting agency shall retain twenty-five percent (25%) of any amount earned by the contractor on the public works project until the contractor has filed with the public agency certified statement as required by ORS.279C.845. The public contracting agency shall pay the contractor the amount retained within fourteen (14) days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The public contracting agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
 - b. The contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within fourteen (14) days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the public agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.
17. All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
19. The contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
20. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.
21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
22. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.
23. Contractor certifies that all subcontractors performing construction work under this contract will be licensed with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with 701.035 to 701.055 before the subcontractors commence work under this contract.

24. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:
- a. FEDERAL AGENCIES
 - 1) Agriculture, Department of
 - 2) Forest Service
 - 3) Soil Conservation Service
 - 4) Defense, Department of
 - 5) Army Corps of Engineers
 - 6) Environmental Protection Agency
 - 7) Interior, Department of
 - 8) Bureau of Sport Fisheries and Wildlife
 - 9) Bureau of Outdoor Recreation
 - 10) Bureau of Land Management
 - 11) Bureau of Indian Affairs
 - 12) Bureau of Reclamation
 - 13) Labor, Department of
 - 14) Occupational Safety and Health Administration
 - 15) Transportation, Department of
 - 16) Coast Guard
 - 17) Federal Highway Administration
 - b. STATE AGENCIES:
 - 1) Agriculture, Department of
 - 2) Environmental quality, Department of
 - 3) Fish and Wildlife, Department of
 - 4) Forestry, Department of
 - 5) Geology and Mineral Industries, Department of
 - 6) Human Resources, Department of
 - 7) Land Conservation and Development Commission
 - 8) Soil and Water Conservation Commission
 - 9) State Engineer
 - 10) State Land Board
 - 11) Water Resources Board
 - c. LOCAL AGENCIES:
 - 1) City Council
 - 2) County Court
 - 3) County Commissioners, Board of
 - 4) Port Districts
 - 5) Metropolitan Service Districts
 - 6) County Service Districts
 - 7) Sanitary Districts
 - 8) Water Districts
 - 9) Fire Protection Districts

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT

**SECTION 00 7346
PREVAILING WAGE RATES**

PART 1 GENERAL

1.01 REQUIREMENTS:

- A. The "Prevailing Wage Rates for Public Works Contracts in Oregon" dated July 1, 2014 including any issued corrections or amendments that follow are herein added to the Contract Documents by reference.
- B. BOLI Prevailing Wage Rate information is available upon request, or electronically at www.oregon.gov/boli.
- C. Work under this Contract will be subject to the provisions of ORS 279C.800 to 279C.870, relating to BOLI Prevailing Wage Rates in effect at the time the project was advertised for bids.
- D. Provisions described in this Section or in the Contract Documents (Project Manual and Drawings) for Public Improvements Contracts over \$50,000, will apply regardless of the price of any individual Contract, so long as the combined price of all Contracts award on the project is \$50,000 or more.
- E. If total Contract amount does not exceed \$50,000, Contractor is not required to pay prevailing wage rates.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Airport FBO Building Exterior Repair Project.
- B. Owner's Name: City of Newport, Oregon.
- C. Architect's Name: HGE INC., Architects, Engineers, Surveyors & Planners.
- D. Bid Schedule A: The Project consists of selective removal and replacement of siding, windows, entire retrofit metal roofing, and other work of the Airport FBO Building as shown in the Contract Documents (Project Manual and Drawings).
- E. Bid Schedule B: The Project consists of providing eave protection, hangar door sill improvements, valley gutter site work, and other items on the existing T-Hangar Building, as shown in the Contract Documents (Project Manual and Drawings).

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in the Contract Documents for Bid Schedule A and B.

1.03 WORK BY OWNER

- A. Partial Building Demolition: Owner has performed demolition of a portion of the existing structure (south wall only) at the FBO building.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 8 a.m. to 5 p.m.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of alternates.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. A1 - FBO Building:
 - 1. Base Bid Schedule A: See Section 01-1000, Summary.
 - 2. Alternate Item A1: South roof.
 - 3. Alternate Item A2: North half
- B. Alternate No. B1 - T-Hangar:
 - 1. Base Bid Schedule B: See Section 01-1000, Summary.
 - 2. Alternate Item B1:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor, Contractor's Superintendent, and major subcontractors and suppliers.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties to Contract, Owner, and Architect.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.

- 10. Effect of proposed changes on progress schedule and coordination.
- 11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. Submit updated schedule at each construction progress meeting.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Project Closeout: Make two (2) reproductions of submittal originally review (three (3) total for project closeout documents).
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

END OF SECTION

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Control of installation.
- C. Testing and inspection services.
- D. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.

1.04 SUBMITTALS

- A. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- B. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.05 REFERENCES AND STANDARDS

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

1.06 TESTING AND INSPECTION AGENCIES

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

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

3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.03 MANUFACTURERS' FIELD SERVICES

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

surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Designated existing on-site roads may be used for construction traffic.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.
- C. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 - 3. Have a published GreenScreen Chemical Hazard Analysis.

2.02 PRODUCT OPTIONS

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

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
1. Submit one copy of request for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, except payment procedures.
- F. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- F. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.

1.04 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.05 PROJECT CONDITIONS

- A. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- B. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- C. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

- B. Notify affected utility companies and comply with their requirements.
- C. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and _____.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations, and _____.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- C. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. 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.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.

- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

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

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 6. Plastic sheeting.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.

- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- B. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-construction meeting.
 - 2. Regular job-site meetings.
- C. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 - 2. Provide containers as required.
 - 3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- D. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- E. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- F. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

- G. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- H. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
 - 1. General Warranties:
 - a. Provide a one-year warranty as described in the General Conditions, Article 3.5. Warranty period shall commence on the date of the fully executed Certificate of Substantial Completion.
 - b. Weather-tight Warranty: Provide certification that the Contractor shall, and hereby does, warranty flashings, roofing and all other work which is a component part of the roofing to be weather-tight under ordinary wear and usage for a period of two year from and after Substantial Completion of the building. This is an extension of the general one-year warranty described above. Further, the Contractor shall warranty that it will make good without delay any defects of labor and materials without additional cost to the Owner.
 - 2. Additional Warranties: See individual technical specification sections for written warranties for specific Products or Work.
- 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.
- E. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- F. 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.
- G. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Sequencing and staging requirements.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- E. Section 07 0150.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

PART 3 EXECUTION

2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

2.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.

- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

2.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

2.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 03 2000
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 31 6216.13 - Steel Pipe Piles: Reinforcement for foundation footings and grade beams.
- B. Section 03 3000 - Cast-in-Place Concrete.
- C. Section 04 2000 - Unit Masonry: Reinforcement for masonry.
- D. Testing Agency Requirements.

1.03 REFERENCE STANDARDS

- A. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
- B. ACI 318 - Building Code Requirements For Structural Concrete and Commentary; American Concrete Institute International; 2008.
- C. ACI SP-66 - ACI Detailing Manual; American Concrete Institute International; 2004.
- D. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement; 2007.
- E. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2009b.
- F. CRSI (DA4) - Manual of Standard Practice; Concrete Reinforcing Steel Institute; 2001.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
- C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301.

PART 2 PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M Grade 60 (420).
 - 1. Deformed billet-steel bars.
 - 2. Unfinished.
- B. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.02 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.
- B. Welding of reinforcement is not permitted.
- C. Locate reinforcing splices not indicated on drawings at point of minimum stress.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing as follows:
 - 1. Supported Slabs and Joists: 3/4 inch, not exposed to ground or weather.
 - 2. Walls (exposed to weather or backfill): 2 inch.
 - 3. Footings and Concrete Formed Against Earth: 3 inch.
 - 4. Slabs on Fill: 3 inch.
- E. Conform to applicable code for concrete cover over reinforcement.

END OF SECTION

SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete foundation walls.
- D. Joint devices associated with concrete work.
- E. Miscellaneous concrete elements, including equipment pads, light pole bases, thrust blocks, and manholes.

1.02 RELATED REQUIREMENTS

- A. Section 014000 - Quality Requirements.
- B. Section 32 1313 - Concrete Paving: Sidewalks, curbs and gutters.
- C. Section 03 2000 - Concrete Reinforcing.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; American Concrete Institute International; 2010.
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- C. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
- D. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute International; 2004 (Errata 2007).
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- F. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 2010.
- G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2008.
- H. ACI 347 - Guide to Formwork for Concrete; American Concrete Institute International; 2004.
- I. ASTM C33 - Standard Specification for Concrete Aggregates; 2011.
- J. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2010.
- K. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2011.
- L. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2008.
- M. ASTM C150 - Standard Specification for Portland Cement; 2011.
- N. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2010b.
- O. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a.
- P. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2010a.
- Q. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2008a.
- R. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 1999 (Reapproved 2008).

- S. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2011.
- T. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2004 (Reapproved 2008).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.

1.05 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347 to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface. Fill all voids after cones have been removed.

2.02 REINFORCEMENT

- A. Comply with requirements of Section 03 2000.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type II - Moderate Portland type.
 - 1. Acquire all cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C 33.
 - 1. Acquire all aggregates for entire project from same source.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: Clean and not detrimental to concrete.

2.04 CHEMICAL ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260.

2.05 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder: Multi-layer, fabric-, cord-, grid-, or aluminum-reinforced polyethylene or equivalent, complying with ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. The use of single ply polyethylene is prohibited.
 - 1. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations in vapor retarder.
 - 2. Products:
 - a. Stego Industries, LLC; Stego Wrap Vapor Barrier 15-mil (Class A): www.stegoindustries.com.
- B. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - 1. ASTM C1107/C1107M; Grade A, B, or C.

2. Minimum Compressive Strength at 28 Days, ASTM C109/C109M: 7,000 pounds per square inch.
- C. Epoxy Adhesive: Moisture-insensitive, two-part; consisting of epoxy resin, non-metallic aggregate, and activator.
 1. Products:
 - a. Hilti RE-500 SD.
 - b. Simpson SET-XP or 3.
 - c. Or equivalent.

2.06 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059 Type II.
 1. Products:
 - a. SpecChem, LLC; Strong Bond Acrylic Bonder: www.specchemllc.com.
 - b. W.R. Meadows, Inc.; ACRY-LOK-: www.wrmeadows.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- B. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.
 1. Material: ASTM D1751, cellulose fiber.

2.07 CURING MATERIALS

- A. Moisture-Retaining Sheet: ASTM C171.
 1. Curing paper, regular.

2.08 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
 1. Replace as much Portland cement as possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Normal Weight Concrete:
 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
 - a. Location: Slabs on grade.
 2. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4,000 psi, unless drawings indicate otherwise. Concrete should be a minimum of a 6-sack mix.
 - a. Location: Foundation and stem walls.
 3. Fly Ash Content: Maximum 25 percent of cementitious materials by weight.
 4. Total Air Content: 4 percent, determined in accordance with ASTM C173/C173M, 5% for concrete exposed to soil/weather.
 5. Maximum Slump: 4 inches.
 6. Maximum Aggregate Size: 3/4 inch.

2.09 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

- B. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
 - 1. Use latex bonding agent only for non-load-bearing applications.
- C. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

3.03 REBAR DOWELING WITH EPOXY ADHESIVE

- A. Install in accordance with manufacturers evaluation report.
 - 1. Coordinate inspection.
 - 2. Clean hole.
 - 3. Insure adequate mixing.
 - 4. Allow cure time.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Notify Architect and Owner's Independent Testing Agency not less than 24 hours prior to commencement of placement operations.
- C. Ensure reinforcement, inserts, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

3.05 SLAB JOINTING

- A. Locate joints as indicated on the drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.

3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
 - 1. Exposed Concrete Floors: 1/4 inch in 10 ft.
 - 2. Under Seamless Resilient Flooring: 1/4 inch in 10 ft.
 - 3. Under Carpeting: 1/4 inch in 10 ft.
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.07 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/8 inch or more in height. Provide finish as follows:
 - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- D. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
 - 1. Surfaces to Receive Thick Floor Coverings: "Wood float" as described in ACI 302.1R; thick floor coverings include quarry tile, ceramic tile, and terrazzo with full bed setting system.

2. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI 301.1R; thin floor coverings include carpeting, resilient flooring, seamless flooring, thin set quarry tile, and thin set ceramic tile.
3. Other Surfaces to Be Left Exposed: "Steel trowel" as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

3.08 CURING AND PROTECTION

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

3.09 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

3.10 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

END OF SECTION

**SECTION 05 5000
METAL FABRICATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2009.
- C. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2009a.
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a.
- E. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2010.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A500, Grade B cold-formed structural tubing.
- C. Plates: ASTM A283.
- D. Bolts, Nuts, and Washers: ASTM A325 (ASTM A325M), Type 1, galvanized to ASTM A153/A153M where connecting galvanized components.
- E. Anchor bolts: ASTM F1554, Grade 55.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- H. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

- A. Structural members and items as detailed in structural drawings.
- B. Ladders: Steel; in compliance with ANSI A14.3; with mounting brackets and attachments; prime paint finish.
 - 1. Side Rails: 3/8 x 2 inches members spaced at 20 inches.
 - 2. Rungs: one inch diameter solid round bar spaced 12 inches on center.
- C. Bumper Posts and Guard Rails: As detailed; galvanized finish.
- D. Lintels: As detailed; galvanized finish.

- E. Crawl space vent wells - grate and frame with lugs for casting into concrete: As detailed; steel, galvanized finish.

2.04 FINISHES - STEEL

- A. Prime paint all steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements.
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A 123/A 123M requirements. All exterior fabricated steel, handrails to be hot-dipped galvanized.

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.01 PREPARATION

- A. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.02 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.03 TOLERANCES

- A. Maximum Offset From True Alignment: 1/4 inch.
- B. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows, and roof openings.
- D. Sheathing.
- E. Roofing nailers.
- F. Preservative treated wood materials.
- G. Miscellaneous framing and sheathing.
- H. Concealed wood blocking, nailers, and supports.
- I. Miscellaneous wood nailers, furring, and grounds.
- J. Water-resistive barrier over wall sheathing.

1.02 RELATED REQUIREMENTS

- A. Section 06 1753 - Shop-Fabricated Wood Trusses.
- B. Section 06 1800 - Glued-Laminated Construction.
- C. Section 07 2500 - Weather Barriers: Water-resistive barrier over sheathing.
- D. Section 07 6200 - Sheet Metal Flashing and Trim: Sill flashings.
- E. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based sheathing.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. AWWA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- C. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.
- D. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau; 2004, and supplements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER

- A. Grading Agency: West Coast Lumber Inspection Bureau (WCLIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S: Structural General Notes.
- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6):

1. Species: Douglas Fir-Larch.
 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16):
1. Species: Douglas Fir-Larch.
 2. Grade: No. 2 & Btr.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
1. Lumber: S4S, No. 2 or Standard Grade.
 2. Boards: Standard or No. 3.

2.03 TIMBERS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry (23 percent maximum).
- C. Beams and Posts 5 inches and over in thickness:
 1. Grade: No. 1.

2.04 CONSTRUCTION PANELS

- A. Wall Sheathing, plywood: APA PRP-108/APA PRP-108, Form B455 Structural I Rated Sheathing, Exterior Exposure Class, and as follows:
 1. Span Rating: 24/16.
 2. Thickness: 5/8 inch, nominal, 9/16 min.

2.05 ACCESSORIES

- A. Fasteners and Anchors:
 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- B. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.
- C. Sill Gasket on Top of Foundation Wall: 1/4 inch thick, plate width, closed cell plastic foam from continuous rolls.

2.06 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 1. Manufacturers:
 - a. Arch Wood Protection, Inc: www.wolmanizedwood.com.
 - b. Viance, LLC: www.treatedwood.com.
 - c. Osmose, Inc: www.osmose.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 2. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC4A, Commodity Specification A using waterborne preservative to 0.40 lb/cu ft retention.
 - a. Treat lumber exposed to weather.
 - b. Treat lumber in contact with roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.
- E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.06 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

3.07 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.08 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.

END OF SECTION

SECTION 06 2000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood door frames, glazed frames.
- C. Wood casings and moldings.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- C. Section 06 4100 - Architectural Wood Casework: Shop fabricated custom cabinet work.
- D. Section 07-4623 - Wood Siding.
- E. Section 09 9000 - Painting and Coating: Painting and finishing of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.
- B. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.
- C. PS 1 - Structural Plywood; 2007.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Premium Grade.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.03 LUMBER MATERIALS

- A. Softwood Lumber: Doug-Fir KD S4s, clear vertical grade species, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.
 - 1. Location: Interior.
- B. Softwood Lumber: Resawn texture cedar, K.D., grade C and better species, maximum moisture content of 6 percent; , primed, fingerjointed, 20 foot lengths.
 - 1. Location: Exterior.
- C. Hardwood Lumber: Red Oak species, smooth sawn, maximum moisture content of 6 percent; with vertical grain, A grade.

2.04 SHEET MATERIALS

- A. Softwood Plywood Exposed to View: Face species as indicated, rough sawn texture, veneer core; PS 1 Grade A-B; no plugs, glue type as recommended for application.

- B. Hardwood Plywood: Face species Birch, plain sawn, book matched, medium density fiberboard core; HPVA HP-1, Grade AA, Type II; glue type as recommended for application.

2.05 PLASTIC LAMINATE MATERIALS

- A. Plastic Laminate: NEMA LD 3, HGS; color as selected; textured, low gloss finish .

2.06 ADHESIVE

- A. Adhesive: Type recommended by laminate manufacturer to suit application .

2.07 ACCESSORIES

- A. Wood Filler: Solvent base, tinted to match surface finish color.

2.08 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. Cap exposed plastic laminate finish edges with aluminum trim.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.02 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09 9000.

3.03 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Batt insulation and vapor retarder in exterior wall, ceiling, and roof construction.
- B. Sound Batt Insulation in Sound Walls.
- C. Rigid Cellular Polystyrene Thermal Insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- D. Rigid Cellular Polystyrene Thermal Insulation at all exterior wall headers.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 07 2500 - Weather Barriers: Separate air barrier and vapor retarder materials.
- C. Section 09 2116 - Gypsum Board Assemblies: Acoustic insulation inside walls and partitions.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2010a.
- B. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2010.
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- E. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2011.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

1.06 LABELING REQUIREMENTS

- A. Building Thermal Envelope Insulation:
 - 1. An R-value identification mark is applied (by manufacturer) to each piece of insulation 12 inches or greater in width.
 - 2. Alternately, the insulation installers have provided a signed, dated and posted certification listing the type, manufacturer and R-value of installation installed.
- B. Insulation Mark Installation:
 - 1. Insulation materials are installed such that the manufacturer's R-value is readily observable upon inspection.
- C. Insulation Product Rating:
 - 1. The thermal resistance (R-value) of insulation has been determined in accordance with the US FTC R-value rule.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Insulation:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Knauf Insulation GmbH: www.knaufinsulation.us.
 - 4. Owens Corning Corp: www.owenscorning.com.
 - 5. Substitutions: See Section 016000 - Product Requirements.

2.02 APPLICATIONS

- A. Insulation in Wood Framed Walls: Batt insulation with integral vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with integral vapor retarder.
- C. Insulation behind window and door headers (interior side): Rigid, Cellular Polystyrene Thermal Insulation.

2.03 FOAM BOARD INSULATION MATERIALS

- A. Expanded Polystyrene Board Insulation: ASTM C578; with the following characteristics:
 - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 2. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 - 4. Board Thickness: 1-1/2 inches.
 - 5. Board Density: 0.7 lb/cu ft.
 - 6. Compressive Resistance: 5 psi.
 - 7. Location: at headers.

2.04 BATT INSULATION MATERIALS

- A. Where batt insulation is indicated, use glass fiber batt insulation.
- B. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
- C. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
 - 1. Material: Glass fiber.
 - 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 4. Formaldehyde Content: Zero.
 - 5. Thermal Resistance: R of [21, 30 and 38].
 - 6. Thickness: 5-1/2", 9-1/2" and 12" inch, refer to Drawings for R-values locations.
 - a. Walls: R-21
 - b. Roof (attic area): R-38.
 - 7. Vapor Barrier Facing: Aluminum foil, flame spread 25 rated; one side (or equivalent), when not in direct contact with finish material, paper face elsewhere.

2.05 ACCESSORIES

- A. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide, at foil face vapor barrier areas, polyester elsewhere.
- B. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- C. Wire: Galvanized steel.
- D. Support tape: Nylon reinforced or as approved by manufacture.
- E. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls (at headers).
 - 1. Install in running bond pattern.
 - 2. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane and in gaps / shimmed spaces.

3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Insulation at roof spaces: Refer to detail section Drawings. Secure with wire to support between trusses as needed, tape joints of foil faced vapor barrier, or install separate vapor barrier with taped seams. Insulation must be adequately supported for uniform placement. Add additional support as needed.
- C. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- D. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- E. Fit insulation tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- F. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches on center. Lap and seal sheet retarder joints over member face.
- G. Tape seal tears or cuts in vapor retarder.
- H. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

**SECTION 07 2500
WEATHER BARRIERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water-Resistive Barrier: Under exterior wall cladding, over sheathing or other substrate; not air tight or vapor retardant.
- B. Vapor Retarders: Materials to make joints around frames of openings in exterior walls water vapor-resistant and air tight.
- C. Crawl space Vapor Retarder.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-In-Place Concrete: Vapor retarder under concrete slabs on grade.
- B. Section 06 1000 - Rough Carpentry: Water-resistive barrier under exterior cladding.
- C. Section 07 2100 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.
- D. Section 07-6100 - Sheet Metal Roofing: Vapor retarder installed as part of roofing system.
- E. Section 07 9005 - Joint Sealers: Sealant materials and installation techniques.

1.03 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.
- C. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
 - 1. Water Vapor Permeance: For purposes of conversion, $57.2 \text{ ng}/(\text{Pa s sq m}) = 1 \text{ perm}$.

1.04 REFERENCE STANDARDS

- A. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2009.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- C. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- D. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2003.
- E. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc.; 2009.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on material characteristics.
- C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.

1.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

- A. Water-Resistive Barrier: Provide on exterior walls under exterior cladding.
- B. Vapor Retarder: On under side of elevated floors over enclosed soffit space use vapor retarder Type [Class 1].

2.02 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)

- A. Self-Adhered Water Resistant Air Barrier Membrane:
 - 1. Air Permeance: 0.004 cubic feet per square foot, maximum, when tested in accordance with ASTM E2178.
 - 2. Water Vapor Permeance: 5 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant method).
 - 3. Water Vapor Permeance: 29 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant method).
 - 4. Dry Film Thickness: 28 mils (0.028 inch), minimum.
 - 5. Criteria for Water Resistance Barriers: Pass, when tested in accordance with ICC - ES AC38.
 - 6. Water Penetration around Nails: Pass, when tested in accordance with AAMA 711-05 and modified ASTM D 1970.
 - 7. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 50 or less, when tested in accordance with ASTM E84.
 - 8. Products:
 - a. Henry Company, Blueskin VP 160..
 - b. Substitutions: See Section 01 6000 - Product Requirements.
 - 9. Location: Entire exterior wall, from foundation to eaves or top of parapet, typical.

2.03 VAPOR RETARDER MATERIALS (AIR BARRIER AND WATER-RESISTIVE)

- A. Vapor Retarder Sheet : SBS rubberized asphalt compound, self-adhesive, complying with ASTM D1970.
 - 1. Thickness: 40 mil, nominal.
 - 2. Width: 36 inches, and 60 inches.
 - 3. Water Vapor Permeance: 0.86 perm, maximum, when tested in accordance with ASTM E96/E96M.
 - 4. Acceptable Products:
 - a. Blueskin SA Self-Adhesive Air/Vapor Barrier Membrane: manufactured by Henry Company.
 - b. Perm-A-Barrier Wall Membrane; manufactured by Grace Construction Products.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
 - 5. Location: All masonry cavity walls, wall/foundation base junction behind flashing, and other areas as noted in Drawings.

2.04 ADHESIVES

- A. Approved adhesive-primer: Blueskin Adhesive, roller applied, per manufacture recommendations. Provide at all areas to receive weather barrier - entire exterior wall areas.

2.05 SELF-ADHERING FLASHING

- A. Manufacturer and Product:
 - 1. W.R. Grace Construction Products "Perm-A-Barrier".
 - 2. Henry Company, Blueskin SA.
 - 3. Substitutions: See Section 01-6000 - Product Requirements.
- B. Materials: Rubberized asphalt and polyethylene. 40 mils thickness.
- C. Location: Around all wall openings and where noted on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives in accordance with manufacturer's instructions.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- C. Apply sealants and adhesives within recommended application temperature ranges. Consult manufacturer if temperature is out of this range.
- D. Self-Adhesive Sheets:
 - 1. All surfaces to receive membrane must be dry and clean of oil, dust, fronts, bulk water and other contaminants that would be detrimental to adhesion of membrane. Approved adhesive -primer to be applied as recommended by Membrane manufacturer.
 - 2. Prepare substrate in manner recommended by sheet manufacturer; fill and tape joints in substrate and between dissimilar materials.
 - 3. Lap sheets shingle-fashion to shed water and seal laps air tight.
 - 4. Once sheets are in place, press firmly into substrate with resilient hand roller; ensure that all laps are firmly adhered with no gaps or fishmouths.
 - 5. Use same material, or other material approved by sheet manufacturer for the purpose, to seal to adjacent construction and as flashing.
 - 6. At wide joints, provide extra flexible membrane allowing joint movement.
- E. Openings and Penetrations in Exterior Weather Barriers:
 - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches onto weather barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
 - 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with at least 4 inches wide; do not seal sill flange.
 - 3. At openings to be filled with non-flanged frames, seal weather barrier to all sides of opening framing, using flashing at least 9 inches wide, covering entire depth of framing.
 - 4. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
 - 5. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.
 - 6. Refer to Drawings for additional placement requirements, and coordination placement with metal flashings.
- F. Crawl Space:
 - 1. Carefully install sheet product, with 4 inch minimum lap, tape all seams.
 - 2. Protect upon completion.
 - 3. Replace or repair any damages sheets.

3.04 FIELD QUALITY CONTROL

- A. Do not cover installed weather barriers or vapor retarders until inspections have been completed.

3.05 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

**SECTION 07 4646
FIBER CEMENT SIDING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood-fiber cement siding.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry.
- B. Section 06-2000 - Finish Carpentry.
- C. Section 07 2500 - Weather Barriers: Weather barrier under siding.
- D. Section 07620 - Sheet Metal Flashing and Trim
- E. Section 07 9005 - Joint Sealers.
- F. Section 09 2116 - Gypsum Board Assemblies: Siding substrate.
- G. Section 09 2116 - Gypsum Board Assemblies: Water-resistive barrier under siding.

1.03 REFERENCE STANDARDS

- A. ASTM C1186 - Standard Specification for Flat Fiber Cement Sheets; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Manufacturer's requirements for related materials to be installed by others.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods, including nail patterns.
- C. Test Report: Applicable model code authority evaluation report (e.g. ICC-ES).
- D. Maintenance Instructions: Periodic inspection recommendations and maintenance procedures.
- E. Warranty: Submit copy of manufacturer's warranty, made out in Owner's name, showing that it has been registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section with minimum 3 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products under waterproof cover and elevated above grade, on a flat surface.

PART 2 PRODUCTS

2.01 SIDING

- A. Lap Siding: Individual horizontal boards made of cement and cellulose fiber formed under high pressure with integral surface texture, complying with ASTM C1186 Type A Grade II; with machined edges, for nail attachment.
 - 1. Style: Standard lap style.
 - 2. Texture: Simulated cedar grain.
 - 3. Length: 12 ft, nominal.
 - 4. Width (Height): 7-1/4 inches.
 - 5. Thickness: 5/16 inch, nominal.
 - 6. Finish: Factory applied primer.
 - 7. Color: As selected by Architect.
 - 8. Warranty: 50 year limited; transferable.
 - 9. Lap Siding Manufacturers:
 - a. CertainTeed Corporation : www.certainteed.com.

- b. James Hardie Building Products, Inc : www.jameshardie.com.
- c. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACCESSORIES

- A. Trim: Same material and texture as siding.
- B. Fasteners: Galvanized or corrosion resistant; length as required to penetrate sheathing and stud a minimum of 1-1/4 inch.
- C. Sheet Metal Flashing: 8 inch wide metal flashing under butt joints of siding, per manufacturers recommendations.
- D. Joint Sealer: As specified in Section 07 9005.
- E. Finish Paint: Latex house paint acceptable to siding manufacturer; primer recommended by paint manufacturer.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine substrate and clean and repair as required to eliminate conditions that would be detrimental to proper installation.
- B. Verify that water-resistive barrier has been installed over substrate completely and correctly.
- C. Do not begin until unacceptable conditions have been corrected.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and recommendations.
 - 1. Read warranty and comply with all terms necessary to maintain warranty coverage.
 - 2. Use trim details indicated on drawings.
 - 3. Touch up all field cut edges before installing.
 - 4. Pre-drill nail holes to prevent breakage.
- B. Allow space between both ends of siding panels that butt against trim for thermal movement; seal joint between panel and trim with exterior grade sealant.
- C. Do not install siding less than 6 inches from surface of ground nor closer than 1 inch to roofs, patios, porches, and other surfaces where water may collect.
- D. Exterior Soffit Vents: Install according to manufacturer's written instructions and in locations shown on the drawings. Provide vents as specified.
- E. After installation, seal all joints. Seal around all penetrations. Paint all exposed cut edges.
- F. Finish Painting: Specified in Section 09 9000.

3.03 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 6100
SHEET METAL ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Standing Seam Sheet Metal Roofing System, associated flashings, and underlayment.
- B. Counterflashings, flashings, underlayment, and other requirements for complete roofing system.

1.02 RELATED REQUIREMENTS

- A. Section 01010 - Alternates.
- B. Section 07620 - Sheet Metal Flashing and Trim: Placement of flashing, gutters, downspouts, copings, reglets and accessories.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- C. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Product Data: Provide data on metal types, finishes, and characteristics.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise noted.
- B. Installer Qualifications: Company specializing in performing sheet metal roof installations with minimum 5 years of experience.
- C. Metal roofing system must meet the following performance criteria:
 - 1. Wind Uplift: Class 90 per UL 580 and ASTM E1592 as required by ASCE 7. Required load is 90 psf located at the corners of the structure.
 - a. Panel system shall be ASTM E1592 tested under the supervision of an ANSI or ISO/IEC accredited laboratory and the laboratory shall issue the test report.
 - b. Deflection limits: Withstand wind loads with deflections no greater than 1/180 of the span.
 - 2. FM Rating: Class 1-120 according to FM Approvals Standard 4471.
 - 3. Air Infiltration: Tested in accordance with ASTM E1680.
 - a. 0.022 cfm per linear foot of joint at static test pressure differential of 12.00 psf.
 - 4. Water Infiltration Under Static Pressure: Tested with sidelap sealant per ASTM E1646.
 - a. No leakage through panel joints at 15.00 psf.
 - 5. Water Penetration: No leakage through panel sideseams and endlaps after six hours when tested according to ASTM E2140 at a static water pressure head of 6.00 inches.
 - 6. Thermal movements: Accommodate thermal movement without buckling, joint opening, overstressing components, failure of connections, or other detrimental effects, through the following temperature changes:
 - a. 120 degrees F, ambient.
 - b. 180 degrees F, material surface.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide 35 year manufacturer warranty for coating performance. Warranty shall include degradation of metal finish.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; 24 gage core steel, shop pre-coated with PVDF (polyvinylidene fluoride) coating; color as selected.
- B. Stainless Steel Sheet: ASTM A666, Type 304, soft temper, 0.015 inch thick; smooth No.4 finish.

2.02 MANUFACTURER - STANDING SEAM METAL ROOFING

- A. Custom-Bilt Metals. 800-826-7813, info@custombiltmetals.com
 - 1. Panel Designation: "Titan CB-2000".
- B. AEP Span. 877-742-9131, customercare@aepspan.com
 - 1. Panel Designation: "Span-Lok hp".
- C. Imetco. 541-335-1988, Greg Weimer, Territory Manager, gweimer@garlandind.com
 - 1. Panel Designation: "TwinLok".
- D. Substitutions: See Section 01600 - Product Requirements.
- E. Style:
 - 1. 2" high Seam
 - 2. 1/4" in 12" minimum slope design criteria.

2.03 MANUFACTURER - SNAP SEAM PANEL

- A. Custom-Bilt Metals. 800-826-7813, info@custombiltmetals.com
 - 1. Panel Designation: SL-100 Titan Standing Seam
 - a. 1 inch high seam.
 - b. 16 inch panel width.
- B. AEP Span: 877-742-9131, customercare@aepspan.com
 - 1. Match panel above.
- C. Imetco. 541-335-1988, Greg Weimer, Territory Manager, gweimer@garlandind.com
 - 1. Match panel above.
- D. Substitutions: See Section 01600 - Product Requirements.

2.04 ACCESSORIES

- A. Fasteners: Stainless steel, with soft neoprene washers.
- B. Underlayment: ASTM D226/D226M, organic roofing felt, Type II ("No.30").

2.05 RETROFIT STEEL SUB-PURLINS

- A. Description: Retrofit notched sub-purlins, 1-piece, custom punched, 2-section, pre-punched to nest into existing rib profiles, pre-punched for fasteners. Fastens directly into existing purlins or joists with fasteners.
 - 1. Roof Hugger Inc., www.roofhugger.com, <http://www.roofhugger.com> 1-800-771-1711
 - 2. Or approved equal.
- B. Material: Galvanized steel, ASTM A 653 or A 1011, G-90, yield strength 50 ksi. Thickness 16 gauge. Web height - field verify.

- C. Base flange, pre-punch base flange. Top flange - 2 inch, length 10 feet or per manufacturer's recommendation.
- D. Fasteners:
 - 1. To existing purlins: #12-14 threads per inch, DP3 self drilling fasteners, stainless steel, length as required.
- E. Locations:
 - 1. FBO building roof.

2.06 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, same gage as roofing sheet.
- C. Fabricate starter strips, interlockable with sheet.
- D. Form pieces in single length sheets.
- E. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- F. Form material with standing seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

2.07 FACTORY FINISHING

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as scheduled.
- B. Primer Coat: On coated sheets, finish concealed side of sheet with primer compatible with finish system as recommended by finish system manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped to drains.
- B. Verify deck is dry and free of snow or ice. Verify joints in wood deck are solidly supported and fastened.
- C. Verify correct placement of wood nailers and insulation positioning between nailers.
- D. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.
- E. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil.
- C. Place eave edge and gable edge metal flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 6 inches OC.

3.03 RETROFIT SUB-PURLINS INSTALLATION

- A. Install sub-purlins in accordance with manufacturer's instructions at locations indicated on the standard details or Engineered Drawings if provided.
- B. Limit installation of sub-purlins to amount that can be roofed over each day.
- C. Install 3 fasteners per linear foot.
- D. Install sub-purlins directly over existing purlins and fasten to existing purlin through existing panel pan section.

- E. Loosely lay Sub-rafters over the existing panel high ribs and between the existing purlins. Sub-rafter spacing and number of fasteners shall be as specified on the engineered drawings or as specified in the Roof Hugger, Florida Product Approval.
- F. Press the Roof Hugger sub-purlins over the sub-rafters on the existing purlin lines in areas where they are specified and install #12-14 DP3 fasteners through the base flange of the Hugger sub-purlin, through the sub-rafter and then into the existing purlins being careful to maintain the alignment of the sub-rafters.
- G. Install Huggers onto the sub-rafters between the existing purlins as specified with #12-14 threads per inch, DP3 fasteners, typically one fastener on each side of the sub-rafter unless otherwise specified.
- H. Where the Roof Hugger is attached to the existing roof panel the pre-punched base flange hole should be drilled out to the correct diameter to allow for the installation of a #17-14 fastener through the Roof Hugger and into the existing roof panel.
- I. Where the Roof Hugger passes over the fitted sub-rafter a #10-16 pancake head fastener should be installed through the top flange of the Roof Hugger into the top of the new fitted sub-rafter.
- J. Removal of Existing Roof Fasteners:
 - 1. Do not remove existing roof fasteners unless installation of sub-purlins over fasteners causes sub-purlins to roll or "porpoise". Some distortion of base flange of sub-purlins caused by existing roof fasteners is normal.

3.04 INSTALLATION - ROOFING

- A. Apply underlayment over entire roof area.
 - 1. Apply in single layer laid perpendicular to slope; weather lap edges 6 inches and nail in place.
- B. Apply panels in full length from ridge to eave only.
- C. 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.
- D. Engineer panels to use concealed anchors that permit expansion and contraction, except at eaves, end laps, ridges, valleys, hips and gables.
- E. Cleat and seam all joints. Panel seams shall interlock entire length of seam.
- F. Ensure standing seam locks up and resists joint disengagement during design wind uplift conditions as calculated to local building codes.
- G. Provide pre-installed sealant within confines of panel's femail leg to aid in resistance of leaks and provide panel-to-panel seal while allowing expansion and contraction, except at eaves, end laps, ridges, valleys, hips and gables.
- H. Seams shall be continuously locked or crimped together by mechanical means during installation. Seaming tools shall be sourced from manufacturer's recommended vendor.
- I. Use plastic cement for joints between metal and bitumen and for joints between metal and felts.
- J. Install in complete accordance with roof panel manufacturer's instructions for assembly and installation.

3.05 INSTALLATION - STANDING SEAM ROOFING

- A. Lay sheets with long dimension perpendicular to eaves. Apply pans beginning at eaves.
- B. Lock cleats into seams .
- C. At eaves and gable ends, terminate roofing by hooking over edge strip.
- D. Fold lower ends of seams at eaves over at 45 degree angle.

3.06 FIELD QUALITY CONTROL

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

- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

3.07 PROTECTION

- A. Do not permit traffic over unprotected roof surface.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, sheet metal roofing, and other items indicated in Schedule.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers.
- B. Section 06 1000 - Rough Carpentry: Field fabricated roof curbs.
- C. Section 07 5400 - Thermoplastic Membrane Roofing system.
- D. Section 07 9005 - Joint Sealers.
- E. Section 08 6200 - Unit Skylights: Skylight frame, integral curb, and counterflashing..

1.03 REFERENCE STANDARDS

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- E. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2009.
- F. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012)e1.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Stainless Steel: ASTM A666 Type 304, soft temper, 0.015 inch thick; smooth No. 4 finish.
 - 1. Typical at all flashing locations thru-out all work, including all cleats. Exception is PVC coated flashings as part of single ply roofing details.

2.02 ACCESSORIES

- A. Fasteners: Stainless steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant: Type 1 specified in Section 07 9005 - Joint Sealers.
- E. Plastic Cement: ASTM D4586, Type I.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.04 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters: SMACNA Architectural Sheet Metal Manual, Rectangular profile, refer to Drawings.
- B. Downspouts: Rectangular profile.
- C. Gutters and Downspouts: Size indicated.
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- E. Downspout Boots: Cast iron.
- F. Seal metal joints.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.

3.02 INSTALLATION

- A. Conform to drawing details.
- B. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.
- F. Secure gutters and downspouts in place using concealed fasteners.
- G. Slope gutters 1/8 inch per 1 feet, minimum.
- H. Connect downspouts to downspout boots. Grout connection watertight.

3.03 FIELD QUALITY CONTROL

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

- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

**SECTION 07 9005
JOINT SEALERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.

1.02 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- C. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.
- D. ASTM C 1521 Standard Practice for Evaluating Adhesion of Installed Weatherproofing Joint Sealants.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Product: Sonolastic NP-1 manufactured by BASF.
 - 3. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Joints at wood siding and trim as indicated.
 - e. Other exterior joints for which no other sealant is indicated.
 - 4. Test Data:
 - a. Movement capability, % - +100 to -50.
 - b. Tensile strength - 250 psi.
 - c. Ultimate elongation at break, % - 1000.
 - d. Hardness, Shore A - passes 25 - 30.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

3.06 SCHEDULE

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1 .

END OF SECTION

**SECTION 08 6200
UNIT SKYLIGHTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preformed plastic skylights with fiberglass integral frame.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood framing for rough opening.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Skylight counterflashing.

1.03 REFERENCE STANDARDS

- A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2013.

1.04 PERFORMANCE REQUIREMENTS

- A. Allow for expansion and contraction within system components caused by a cycling surface temperature range of 170 degrees F without causing detrimental effects to system or components.
- B. Design to withstand live loads as calculated in accordance with IBC code.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide structural, thermal, and daylighting performance values.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty, including coverage for leakage due to defective skylight materials or construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Unit Skylights:
 - 1. Bristolite Daylighting Systems, Inc; Quasar Prismatic: www.bristolite.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 UNIT SKYLIGHTS

- A. Unit Skylights: Factory-assembled glazing in aluminum frame, free of visual distortion, weathertight.
 - 1. Shape: Rectangular dome.
 - 2. Glazing: Double.
 - 3. Nominal Size: 4' x 6'.

2.03 COMPONENTS

- A. Double Glazing: Acrylic plastic with aerogel insulation between layers; factory sealed.
 - 1. Outer Glazing: Clear transparent.
 - 2. Inner Glazing: White translucent.
- B. Unit Skylight : Factory-assembled glazing in aluminum frame; double dome .
 - 1. Rectangular domed shape.
- C. Frames: ASTM B221 (ASTM B221M) Extruded aluminum thermally broken, reinforced and welded corner joints, integral curb frame mounting flange and counterflashing to receive roofing flashing system, with integral condensation collection gutter, glazing retainer; clear anodized finish.

2.04 ACCESSORIES

- A. Anchorage Devices: Type recommended by manufacturer, exposed to view.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that openings and substrate conditions are ready to receive work of this section.
- C. Verify that curbs installed under other sections are complete.

3.02 INSTALLATION

- A. Place skylight units and secure . Install counterflashing as required.
- B. Apply sealant to achieve watertight assembly.

3.03 CLEANING

- A. Remove protective material from prefinished aluminum surfaces.
- B. Wash down exposed surfaces; wipe surfaces clean.
- C. Remove excess sealant.

END OF SECTION

SECTION 09 2116
GYPSON BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal channel ceiling framing.
- C. Gypsum sheathing.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.
- F. Prime paint on walls and ceilings to receive textured finish.
- G. Textured finish system.
- H. Water-resistive barrier over exterior wall sheathing.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Building framing .
- B. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07 2100 - Thermal Insulation: Acoustic insulation.
- D. Section 07 2500 - Weather Barriers: Water-resistive barrier over sheathing.

1.03 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2012.
- D. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2009)e1.
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2013.
- F. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2011.
- G. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- H. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- I. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007 (Reapproved 2013).
- J. ASTM C1280 - Standard Specification for Application of Gypsum Sheathing; 2013.
- K. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- L. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.
- M. GA-600 - Fire Resistance Design Manual; Gypsum Association; 2012.
- N. ICC (IBC) - International Building Code; 2012.
- O. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Fire Rated Assemblies: Provide completed assemblies complying with applicable code.
 - 1. ICC IBC Item Numbers: Comply with applicable requirements of ICC IBC for the particular assembly.
 - 2. Gypsum Association File Numbers: Comply with requirements of GA-600 for the particular assembly.
 - 3. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL Fire Resistance Directory.

2.02 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - a. Sizes: 600 S 162-33 (6 inch x 20 ga.), and 362 S 162-33 (3-5/8 inch x 20 ga.).
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C shaped.
- B. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- C. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
 - 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 - 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum: www.americangypsum.com.
 - 2. CertainTeed Corporation: www.certainteed.com.
 - 3. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 4. Or approved .
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
 - 3. Mold-Resistant Paper-Faced Products:
 - a. CertainTeed Corporation; ProRoc Brand Moisture & Mold Resistant Gypsum Board.
- C. Backing Board For Non-Wet Areas: Water-resistant gypsum backing board as defined in ASTM C1396/C1396M; sizes to minimum joints in place; ends square cut.
 - 1. Application: Vertical surfaces behind thinset tile, except in wet areas, and all areas behind sinks, lavatory sinks, mop sinks, etc.
 - 2. Type: Regular and Type X, in locations indicated.
 - 3. Type X Thickness: 5/8 inch.
 - 4. Regular Board Thickness: 5/8 inch.
 - 5. Edges: Tapered.

- D. Ceiling Board: Special sag-resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Ceilings, unless otherwise indicated.
 - 2. Thickness: 5/8 inch.
 - 3. Edges: Tapered.
- E. Exterior Sheathing Board: Sizes to minimize joints in place; ends square cut.
 - 1. Application: Exterior sheathing, unless otherwise indicated.
 - 2. Edges: Square, for vertical application.

2.04 ACCESSORIES

- A. Acoustic Insulation: As specified in Section 07 2100.
- B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- C. Water-Resistive Barrier: .
- D. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
- E. Textured Finish Materials: Latex-based compound; plain.
- F. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- G. Screws for Attachment to Steel Members From 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- H. Adhesive for Attachment to Wood: ASTM C557.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
- C. Studs: Space studs as indicated.
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 - 3. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Blocking: Install wood blocking for support of:
 - 1. Framed openings.
 - 2. Wall mounted cabinets.
 - 3. Plumbing fixtures.
 - 4. Toilet partitions.
 - 5. Toilet accessories.
 - 6. Wall mounted door hardware.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place one bead continuously on substrate before installation of perimeter framing members.
 - 2. Place continuous bead at perimeter of each layer of gypsum board.
 - 3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.
 - 1. Paper-Faced Sheathing: Immediately after installation, protect from weather by application of water-resistive barrier.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 3: Walls to receive textured wall finish.
 - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 4. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.

3.07 TEXTURE FINISH

- A. Prime paint prior on all walls and ceilings designated to receive spray textured finish.
- B. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.
- C. Texture Required: Light orange peel texture.

3.08 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

**SECTION 09 9000
PAINTING AND COATING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exterior:
 - a. Metal doors and door frames.
 - 2. Interior:
 - a. Gypsum Board.
 - b. Plywood wainscote in Hangar Room.
 - c. Metal door frames (doors typical prefinished wood).
 - d. Hangar Floor Slab - Alternate Bid (Epoxy Paint Finish).
 - e. Structural Metal Building Frames in Hangar Room - frames are to be primed by other per BP-1 Documents, provide finish coat this Bid Package 2 - Alternate Bid.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Acoustical materials, unless specifically so indicated.
 - 8. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

1.03 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 8x8 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Benjamin Moore & Co: www.benjaminmoore.com.
 - 2. Sherwin-Williams.
- C. Transparent Finishes:
 - 1. Same as above.
- D. Stains:
 - 1. Same as above.
- E. Primer Sealers: Same manufacturer as top coats.
 - 1. Same as above.
- F. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: As indicated on drawings.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint WE-OP-3L - Wood, Opaque, Latex, 3 Coat - unfinished wood trim, soffits:
 - 1. One coat of latex primer sealer.
 - 2. Semi-gloss: Two coats of latex enamel; Moorcraft Super Spec Latex House & Trim No. 170, applied at dry film thickness of not less than 1.1 mils per coat.
- B. Paint WE-OP-2L - Wood, Opaque, Latex, 2 Coat - Preprimed Siding & Trim:

1. One coat of latex primer sealer - touch up as needed on bare surfaces, end cuts, etc.
 2. Semi-gloss: Two coat of latex enamel; Moorcraft Super Spec Latex House & Trim No. 170, applied at dry film thickness of not less than 1.1 mils per coat.
- C. Ferrous Metals, Unprimed, Alkyd, 3 Coat:
1. One coat of alkyd primer.
 2. Semi-gloss: Two coats of alkyd enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.
- D. Ferrous Metals, Primed, Alkyd, 2 Coat:
1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 2. Semi-gloss: Two coats of alkyd enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint WI-OP-3L - Wood, Opaque, Latex, 3 Coat:
1. One coat of latex primer sealer.
 2. Semi-gloss: Two coats of latex enamel; Benjamin Moore Paints; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276: Applied at a dry film thickness of not less than 1.2 mils per coat..
- B. Paint WI-TR-VS - Wood, Transparent, Varnish, Stain:
1. One coat of stain; Benjamin Moore Paints; Benwood Wood Finishes Penetrating Stain (234).
 2. One coat sealer .
 3. Gloss: Two coats of varnish; Benjamin Moore; Stays Clear Acrylic Polyurethane No. 423, Satin.
- C. Ferrous Metals, Unprimed, Latex, 3 Coat:
1. One coat of latex primer.
- D. Ferrous Metals, Primed, Latex, 2 Coat:
1. Touch-up with latex primer.
 2. Gloss: Two coats of latex enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.
- E. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
1. One coat of Moorcraft Super Spec Latex Enamel Undercoater & Primer Sealer No. 253: Applied at a dry film thickness of not less than 1.2 mils, primer sealer.
 2. Eggshell: Two coats of latex enamel; Moorcraft Super Spec Latex Eggshell Enamel No. 274: Applied at a dry film thickness of not less than 1.3 mils per coat.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
1. Gypsum Wallboard: 12 percent.

2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
4. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Concrete Floors and Traffic Surfaces to be Painted: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
 1. For epoxy coated floors (Alternate Bid), floor/surface prep must follow in strict accordance to manufacturers recommendations. Floor to have a medium grade sandpaper texture (80 grit) and a mechanical method, abrade or shot blast will be required.
- G. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- H. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- I. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- J. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- K. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

SECTION 26 0100
ELECTRICAL

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Furnish labor, supervision, permits, materials and equipment to complete the work required by the Contract Documents, including sectional overhead door operator motors.
- B. All work shall conform to National Electric Code Standards, Oregon Electrical Specialty Code, Oregon Administrative Rules Chapter 437 and all Codes, rules, and regulations current or latest edition adopted by authorities having jurisdiction at time of permit.
- C. Verify all Utility requirements. Coordinate power, telephone, and cable service requirements with local service provider. Contractor to pay for all fees and hook up charges.
- D. Contractor shall provide temporary power as required during the course of construction.
- E. Provide all required conduits, junction boxes, switches, wire, receptacles, outlets (data, telephone, television), panel boards, etc., to provide fully operational power, heating/cooling, lighting, data, and communication systems.

1.02 ELECTRICAL SUBMITTALS:

- A. Submit manufacturer's data and shop drawings as required under General Conditions.
- B. Submittals shall be incorporated into a single submission. Multiple submissions are not acceptable.
- C. Specific model numbers shall be indicated rather than general manufacturer lines.
- D. Operation and Maintenance (O&M) Manuals: Provide all electrical equipment and control information. The purpose of this manual is to provide one comprehensive document that illustrates and describes all the electrical equipment and control systems
 - 1. Provide General and Sub-Contractor's name, contact person, and telephone/fax numbers.
 - 2. O&M Manual shall include warranty information and any equipment documentation.
- E. Identification:
 - 1. Provide engraved label for disconnects and panels.
 - 2. Provide typewritten circuit schedules for panelboards.

PART 2 PRODUCTS

2.01 BASIC MATERIALS

- A. All wire to be sheathed cable as allowed by code. Provide conduit as required by Code and where indicated on drawings.
- B. Provide junction box and wiring for all light fixtures shown on plans. See Fixture Schedule on Plans.
- C. Switches, receptacles, cable and phone receptacles and other devices and controls shall be high-end residential grade or light commercial grade. Color: Ivory.

2.02 CEILING FAN

- A. Provide Ceiling Fan as specified herein and shown on the Drawings.
 - 1. 72" Predator English Bronze Outdoor Ceiling Fan or approved equal.
 - a. English bronze finish motor
 - b. Eight cherry finish ABS blades
 - c. 72" blade span
 - d. 14 degree blade pitch
 - e. Damp rated
 - f. DC-165L motor
 - g. Includes 6-speed, full function hand-help remote control.
 - h. Includes 4" downrod.
 - i. Fan height: 12-1/4" ceiling to blades (with 4" downrod)

- j. Fan height: 13" ceiling to bottom of switch housing (with 4" downrod)
- k. Canopy 6" wide

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install and arrange equipment as shown on the Drawings and as recommended by the equipment manufacturer.

3.02 CONTROLS

- A. Wiring: All wiring shall be in accordance with the National Electrical Code and local electrical codes.

END OF SECTION