Project Addendum Number 01

PROJECT *(name and address)*	**PROJECT NUMBER:**	**ARCHITECT** *(name and address)*
Safety & Security Group 1A Boones Ferry Primary School Lowrie Primary School	124743 WV Bid Pack 19045.009	IBI Group Architects (USA), Inc. 907 SW Harvey Milk St. Portland, OR 97205
DISTRICT NAME: West Linn - Wilsonville School District		**DATE**: May 15, 2020

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated May 4, 2020 and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

TABLE OF CONTENTS:

1. Delete Section 09 72 00 – Wall Coverings. This Section is not used.

DOCUMENT 00 31 00 – AVAILABLE PROJECT INFORMATION:

1. This Section is being issued in its entirety.

DOCUMENT 00 52 00 – AGREEMENT FORM:

1. AIA Document A101-2017 is being issued in its entirety.

DOCUMENT 00 72 00 – GENERAL CONDITIONS:

1. AIA Document A201-2017 is being issued in its entirety.

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS:

1. Revise paragraph 3.06.B to read as follows:

   "B. Submit substitution requests to the attention of ***Todd Kimball***, email: ***todd.kimball***@ibigroup.com."

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE:

1. Revise subparagraph 2.08.B as follows:

   "B. Concrete Strength: ***Minimum concrete strength (f'c) = 3,000 psi at 28 days.*** Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301."

2. Revise subparagraph 2.08.D.2 to read "Maximum Aggregate Size: ***3/4*** inch.

3. Delete subparagraphs 3.11.F.2 and 3. Renumber consecutive subparagraphs accordingly.

SECTION 05 12 00 – STRUCTURAL STEEL FRAMING:

1. This Section has been reissued in its entirety.

SECTION 05 50 00 – METAL FABRICATIONS:

1. Delete subparagraph 1.01.A.1. Renumber consecutive subparagraph accordingly.

2. Delete paragraph 1.03 and renumber consecutive paragraphs accordingly.

3. Delete paragraph 2.05 and renumber consecutive paragraphs accordingly.

4. Delete paragraph 3.04 and renumber consecutive paragraphs accordingly.

SECTION 06 17 33 – WOOD I-JOISTS:

1. Delete this Section in its entirety.

SECTION 08 71 01 – DOOR HARDWARE SCHEDULE:

1. This Section has been reissued in its entirety.

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL:

1. This Section has been reissued in its entirety.

ITEM II – DRAWINGS

FOR BOONES FERRY PRIMARY SCHOOL

SHEET AG0000 – COVER SHEET:

1. Revise Sub-Title to read “SAFETY & SECURITY GROUP 1A; **WV** BID PACK 19045.009”

SHEET A1101 – OVERALL FIRST FLOOR PLAN:

2. Delete Door 113B tag. Door 113B is NIC.

SHEET A1501 – ENTRY PLANS, RCPS AND FINISH PLAN:

3. Reissue A1501 in its entirety per attached sheet A1501 – Entry Plans, RCPs and Finish Plan with revisions clouded.

SHEET A3001 – ENTRY ELEVATIONS AND CASEWORK:

4. Reissue A3001 in its entirety per attached sheet A3001 – Entry Elevations and Casework with revisions clouded.

SHEET A9201 – DOOR SCHEDULE, TYPES & SECURITY PLAN:

5. Reissue A9201 in its entirety per attached sheet A9201 – Door Schedule, Types & Security Plan with revisions clouded.

SHEET E1501 – ENTRY PLANS – ELECTRICAL:

6. Reissue E1501 in its entirety per attached sheet E1501 – Entry Plans - Electrical with revisions clouded.

SHEET TG0000 – SYMBOL LIST AND GENERAL NOTES - TECHNOLOGY:

7. Reissue TG0000 in its entirety per attached sheet TG0000 – Symbol List and General Notes with revisions clouded.

SHEET T1501 – ENTRY PLANS – TECHNOLOGY:

8. Reissue T1501 in its entirety per attached sheet T1501 – Entry Plans - Technology with revisions clouded.

FOR LOWRIE PRIMARY SCHOOL

SHEET AG0000 – COVER SHEET:

9. Revise Sub-Title to read "SAFETY & SECURITY GROUP 1A; **WV** BID PACK 19045.009"
10. Delete Delegated Design Line 1. "Aluminum Storefront, Section 08 43 13 – Aluminum-Framed Storefront"

SHEET A9201 – DOOR SCHEDULE, TYPES & SECURITY PLAN:

11. Reissue A9201 in its entirety per attached sheet A9201 – Door Schedule, Types & Security Plan with revisions clouded.

SHEET E1101 – OVERALL FIRST FLOOR PLAN – ELECTRICAL:

12. Reissue E1101 in its entirety per attached sheet E1101 – Overall First Floor Plan - Electrical with revisions clouded.

SHEET E1501 – ENTRY PLANS – ELECTRICAL:

13. Reissue E1501 in its entirety per attached sheet E1501 – Entry Plans - Electrical with revisions clouded.

SHEET TG0000 – SYMBOL LIST AND GENERAL NOTES - TECHNOLOGY:

14. Reissue TG0000 in its entirety per attached sheet TG0000 – Symbol List and General Notes with revisions clouded.

SHEET T1501 – ENTRY PLANS – TECHNOLOGY:

15. Reissue T1501 in its entirety per attached sheet T1501 – Entry Plans - Technology with revisions clouded.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

The following items are issued as additional information for bidders but do not comprise a part of the Bid Documents.

A courtesy site visit to Boones Ferry Primary School and Lowrie Primary School will be held at 9:00am Monday May 18, 2020. The site visit will start at Boones Ferry Primary School 11495 SW Wilsonville Rd, Wilsonville, OR 97070. Meet at the main entry.

Clarifications to Bidders:

1. A copy of the Pre-Bid Meeting Minutes and list of attendees is attached for information only. Comments or clarification in the minutes not specifically addressed in Items I and II above are not to be considered part of the Bid Documents.
2. All questions and clarifications during the bid period must be in writing to the Architect. Phone calls will not be accepted. Direct inquiries to todd.kimball@ibigroup.com.

Question and Answers:

1. Q – Are security badges and background checks required for work onsite?
   A – No. (per Remo Douglas response 5/13/2020)
2. Q – Is remote (electronic) bid submission allowed?
   A – No (Section 0021 13 6.01)
3. Q – What is the extent Sonitrol scope vs Bidders scope when relocating keypads?
   A – Bidders to provide new raceway with pull strings and coordinate with Sonitrol.
4. **Q –** In order to procure our bid bond for the project, I need to know inform our bonding company of the amount of liquidated damages for the projects (ie. $500/day, $1000/day)?
   A – Please find Document 00 72 00 General Conditions issued in this Addendum.
5. **Q –** Also, the agenda handed out today says to refer to Arcticle 3 of the General Conditions for Contractor responsibility concerning permits but there isn't a copy of the General Conditions in the bid docs?
   A – Please find Document 00 72 00 General Conditions issued in this Addendum.
6. Q – Does the casework supplier have to be AWI certified or just need to follow the AWI Standards?
   A – See Section 064100 Part 1.07.A.2.
7. Q – One of our preferred casework vendors is not on the approved manufacturer's list. How can we get them approved?
   A – Submit Substitution Request Form and appropriate sample(s).
8. Q – The spec index reference 097200 Wall Coverings but I don't see it in the spec.
   A – This Section has been removed from the Table of Contents. It is not used.
9. Q – Does 097200 contain the info for the WP-1 material/manufacturer?
   A – This Section has been removed from the Table of Contents. It is not used. WP-1 is to match existing wall panels.
10. Q – Which rooms get detail 5/A1502 for curtain mounting as this one is obviously much more extensive of an install. Is it only rooms B105 & B106? (Lowrie)
    A – See sheets A1101 and A1102 for locations. These four rooms have uneven ceiling heights and require a portion of the curtain track to be wall mounted.
11. Q – We see the 102601 Wall & Corner Guard spec but don't see any on the drawings. Please advise.
    A – Corner Guard locations can be found on Finishes Plan, sheet A1501.

ITEM IV – ATTACHMENTS

1. Specifications: 003100, AIA Document A101-2017, AIA Document A201-2017, 051200, 087101, 260500
2. Drawings: *Boones Ferry Primary School*
   A1501, A3001, A9201
   E1101, E1501
   TG0000, T1501

   Lowrie Primary School
   A9201
   E1501
   TG0000, T1501

3. Pre-Bid Meeting Sign-In Sheet

BIDDER SHALL NOTIFY ALL SUB-BIDDERS OF THIS ADDENDUM AND SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING THE ABOVE ADDENDUM NUMBER IN THE SPACE PROVIDED ON THE BID FORM PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

END OF ADDENDUM NUMBER 01

SECTION 00 31 00
AVAILABLE PROJECT INFORMATION
(*Issued by Addendum No. 1*)

PART 1 GENERAL

1.01 ASBESTOS SURVEY AND ABATEMENT

1. The Owner has furnished, at its expense, all information, requirements, reports, data, surveys and instructions required for performance of the Work of this Article. Contractor may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.
   a. Documents pertaining to Asbestos Survey and Abatement include the following:
      1) Report – Boones Ferry Primary School:
         (a) Title: Pre-Renovation Hazardous Materials Survey Report.
         (b) Date: May 2020.
      2) Report – Lowrie Primary School:
         (a) Title: Pre-Renovation Hazardous Materials Survey Report.
         (b) Date: May 2020.
   b. A copy of these reports are included for information following this document.
2. Employ subcontractors and others knowledgeable about asbestos abatement procedures and required safety procedures. Subcontractors on the jobsite shall take precautions when working to avoid contact with asbestos-containing components and should any material suspected of containing asbestos be discovered, work shall be discontinued and the appropriate safety procedures shall be immediately initiated. Immediately notify the Owner and the abatement consultant for assistance.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Pre-Renovation Hazardous Building Materials Survey Report

Boones Ferry Primary
Security Upgrades
11495 SW Wilsonville Road
Wilsonville, OR 97070

Prepared for:

West Linn-Wilsonville School District 3J

General Information	1.1
Inspection Summary	1.2
Sample Inventories	2.1
Laboratory Data	Not Numbered
AHERA Certificates	Not Numbered

May 2020
Project No.: 23766.025 Phase No.: 0001 Task No.: 001

4412 SW Corbett Avenue, Portland, OR 97239
503.248.1939 Main
866.727.0140 Fax
888.248.1939 Toll-Free
PBSUSA.COM

GENERAL INFORMATION

BUILDING DATA

Boones Ferry Primary

11495 SW Wilsonville Road

Wilsonville, OR 97070

CLIENT DATA

West Linn-Wilsonville School District 3J

District Operations Center

Tualatin, OR 97062-7801

(503) 673-7000

BACKGROUND INFORMATION

SURVEY SCOPE

PBS Engineering and Environmental Inc. (PBS) has performed a limited pre-renovation hazardous building materials survey of the buildings in accordance with OSHA in 29 CFR 1910.1001 and compiled a report with the following information:

- The type, location, and approximate quantity of suspect asbestos-containing materials
- Bulk sampling of selected suspect building materials
- Lead paint sampling
- Suspect polychlorinated biphenyl (PCB) light ballast inspection
- Inspection summary
- Laboratory analytical data of bulk material sampled

PBS endeavored to locate those suspect asbestos-containing building materials expected to be impacted by the planned security upgrades project; however, suspect asbestos-containing materials may be present in other portions of the building or concealed within floor, wall, and ceiling interstitial spaces. If suspect materials are uncovered during any renovation activities that are not identified in this report, testing should be performed prior to impact.

PBS has conducted a physical inspection of the specified building materials, compiled this report consistent with the survey scope, and certifies that the information is correct and accurate within the standards of professional quality and contractual obligations.

Bob Kleckner
Project Manager
Accreditation #: IR-20-1539A

Signature Date

Rich Dufresne
Prime Inspector
Accreditation #: IMR-20-0264A

Signature Date

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INSPECTION SUMMARY

DATES	SURVEYED BY	ACTIVITY
5/7/2020	Rich Dufresne	Inspect and Sample

PBS has investigated accessible areas inside of the building to locate suspect asbestos-containing materials (ACM). Suspect materials may be present in concealed areas (e.g., behind walls and under carpet). The findings are listed below.

ASBESTOS MATERIALS

The following materials either tested positive, or, based on the experience of PBS field personnel, were not tested and should be considered asbestos-containing. Materials that had mixed results are considered positive. Materials not sampled may contain asbestos and should be tested to verify asbestos content prior to impact through demolition, renovation, etc.
(+) Tested Positive, (M) Mixed Results, (P) Presumed Positive, (T) Previously Tested Positive.

See sample inventory for specific results.

No asbestos-containing building materials were identified within the scope of this survey.

MATERIALS THAT TESTED NEGATIVE FOR ASBESTOS

The following materials tested negative based on ASHARA sampling minimums and testing by NVLAP participating laboratories. Although no asbestos was detected, it is possible that further sampling could indicate asbestos content. It may be prudent to test prior to impact through demolition, renovation, etc.

Material (type)	Location
Covebase/Mastic, 4" Black	Entry foyer, reception, corridor
Gypsum Wallboard/Joint Compound	Entry foyer, reception, office
Gypsum Wallboard/Joint Compound	Representitive classroom
Lay-in Ceiling Tile False 2X2	Entry foyer, reception, office
Lay-in Ceiling Tile; 2' X 4'	Representative classroom

INSPECTION SUMMARY

BACKGROUND

On May 6, 2020, PBS performed a limited pre-renovation hazardous building materials survey at Boones Ferry Primary School located at 11495 SW Wilsonville Road in Wilsonville, Oregon. The purpose of the survey was to locate, identify, and quantify regulated hazardous building materials that may be impacted by the planned Security Upgrades project.

Only those portions of the school building and materials that are expected to be impacted by the planned security upgrades as identified on the 75% CD drawings provided by IBI Group Architects, dated April 24, 2020, were included in this survey. Asbestos-containing building materials may exist in other portions of the school not included within the scope of this investigation.

The survey is intended to satisfy the Oregon Department of Environmental Quality (DEQ) requirements to perform an asbestos inspection prior to renovation or demolition activities under Oregon Administrative Rule (OAR) 340-248-0270 and Occupational Safety and Health Administration (OSHA) hazard communication.

This survey report is not suitable nor is it intended to be used as an asbestos abatement project design or an abatement bid document.

ASBESTOS SUMMARY

A PBS Asbestos Hazard Emergency Response Act (AHERA) accredited inspector inspected the facility to determine the presence, location, and approximate quantity of asbestos-containing material (ACM).

PBS collected eleven bulk samples of building materials suspected of containing asbestos, and submitted them under chain of custody to Lab/Cor Portland Inc. of Portland, Oregon, for polarized light microscopy (PLM) analysis. The samples tested non-detected for asbestos; no asbestos-containing building materials were identified during this investigation.

Asbestos Regulations

Oregon DEQ, Environmental Protection Agency (EPA), and OSHA regulations require proper removal and handling of ACM by licensed and trained asbestos abatement contractors prior to building renovations or demolition.

The EPA, DEQ, and OSHA all define ACM as any material containing more than 1% asbestos. Although materials equal to or less than 1% are not considered by regulatory agencies to be an ACM, they still have some asbestos content, and Oregon OSHA has specific requirements for situations in which workers may encounter, disturb, or remove materials containing any level of asbestos. For the sake of hazard communication, these materials are included in the asbestos-containing materials section of this report.

In 1995, Oregon OSHA adopted 29 Code of Federal Regulations (CFR) Part 1926.1101 governing asbestos under OAR 437-003-1926.1101. The regulation has made significant changes in work procedures and how asbestos materials are managed. OSHA believes that the single biggest risk of asbestos exposure is to workers who unknowingly or improperly disturb ACM. Hazard communication, training, personal protection, work practices, exposure monitoring, and recordkeeping are all major components of the regulation.

DEQ's OAR 340, Division 248 also covers asbestos abatement requirements, removal notifications, licensing, and certifications for contractors.

INSPECTION SUMMARY

For more information regarding the removal of asbestos-containing materials, please refer to the following:

1. Oregon Occupational Safety and Health Administration, OAR 437-003-1926.1101
2. Department of Environmental Quality, OAR-340, Division 248

LEAD-BASED PAINT

LEAD PAINT SUMMARY

Boones Ferry Primary School was constructed in 2001 and is therefore not subject to EPA's Lead Renovation, Repair, and Painting Rule (RRP Rule). No suspect lead-based paint or lead paint hazards were observed during this investigation.

MERCURY VAPOR TUBES

Fluorescent light fixtures that use mercury-containing lamps are present that may be impacted by the security upgrades. The inspector disassembled representative fixtures and found “No PCBs” labeling on the ballasts.

Fluorescent mercury vapor light tubes are categorized as a universal waste. They should be carefully handled, packaged, and recycled or disposed of appropriately according to guidelines stipulated under 40 CFR 273.

Code	Material		Location	Results	Lab
23766.025-0001	Lay-in Ceiling Tile		Entry at reception; false 2' by 2'		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	coating, white	No Asbestos Detected	
		Layer 02	compressed fibers, tan	No Asbestos Detected	
23766.025-0002	Lay-in Ceiling Tile		Reception; false 2' by 2'		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	coating, white	No Asbestos Detected	
		Layer 02	compressed fibers, tan	No Asbestos Detected	
23766.025-0003	Gypsum Wallboard/Joint Compound		Reception; at wall demo, wallboard with joint compound		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	fine compact powder, off-white, with coating, tan	No Asbestos Detected	
		Layer 02	fine compact powder, off-white, with paper, off-white	No Asbestos Detected	
		Layer 03	compact chalky material with paper, white	No Asbestos Detected	
23766.025-0004	Covebase/Mastic		Entry foyer; 4" black with white mastic		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	rubbery material, gray	No Asbestos Detected	
		Layer 02	fine compact powder, white	No Asbestos Detected	
23766.025-0005	Covebase/Mastic		Reception; 4" black with white mastic		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	rubbery material, gray	No Asbestos Detected	
		Layer 02	mastic, tan/yellow	No Asbestos Detected	
		Layer 03	fine compact powder, off-white/gray	No Asbestos Detected	
23766.025-0006	Covebase/Mastic		Corridor; at slab removal, 4" black with white mastic		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	rubbery material, gray	No Asbestos Detected	
		Layer 02	mastic, yellow/tan	No Asbestos Detected	
23766.025-0007	Lay-in Ceiling Tile		Office; at shear wall, 2' by 4' random fissure pin perforations		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	coating, white	No Asbestos Detected	
		Layer 02	compressed fibers, tan	No Asbestos Detected	

Code	Material	Location	Results	Lab
23766.025-0008	Gypsum Wallboard/Joint Compound	Entry foyer; wallboard with joint compound		Lab Cor
	Layer:	**Description:**	**Analysis:**	
	Layer 1	fine compact powder, off-white	No Asbestos Detected	
23766.025-0009	Lay-in Ceiling Tile	Classroom 601; 2' by 4' random fissure pin perforations		Lab Cor
	Layer:	**Description:**	**Analysis:**	
	Layer 01	coating, white	No Asbestos Detected	
	Layer 02	compressed fibers, tan	No Asbestos Detected	
23766.025-0010	Gypsum Wallboard/Joint Compound	Classroom 601; wallboard with joint compound		Lab Cor
	Layer:	**Description:**	**Analysis:**	
	Layer 01	thin coating, off-white/tan	No Asbestos Detected	
	Layer 02	compact chalky material with paper, white	No Asbestos Detected	
23766.025-0011	Gypsum Wallboard/Joint Compound	Office; wallboard with joint compound		Lab Cor
	Layer:	**Description:**	**Analysis:**	
	Layer 01	fine compact powder, white, with coating, tan	No Asbestos Detected	
	Layer 02	compact chalky material with paper, white	No Asbestos Detected	

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

Phone: (503) 224-5055
www.labcorpdx.net

PLM - Visual Estimate Extended Final Report

Job Number: 201689
Client: PBS Engineering and Environmental
Address: 4412 SW Corbett Avenue
Portland, OR 97239
Project Name:
Project No.: 23766.025 Phase 0001 Task 001
PO Number:
Sub Project:
Reference No.:

Report Number: 201689R01
Report Date: 5/11/2020

Enclosed please find results for samples submitted to our laboratory. A list of samples and analyses follows:

Lab/Cor Sample #	Client Sample # and Description	Analysis	Analysis Notes	Date Received:
201689 - S1	23766.025-0001 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S2	23766.025-0002 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S3	23766.025-0003 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S4	23766.025-0004 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S5	23766.025-0005 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S6	23766.025-0006 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S7	23766.025-0007 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S8	23766.025-0008 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S9	23766.025-0009 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S10	23766.025-0010 -	PLM - Visual Estimate Extended		5/7/2020
201689 - S11	23766.025-0011 -	PLM - Visual Estimate Extended		5/7/2020

NVLAP TESTING
NVLAP Lab Code: 200741-0

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

Phone: (503) 224-5055
www.labcorpdx.net

PLM - Visual Estimate Extended Final Report

Job Number: 201689
Client: PBS Engineering and Environmental
Project Name:

Report Number: 201689R01
Report Date: 5/11/2020

PLM - Visual Estimate Extended

The submitted sample(s) were analyzed according to the EPA 600-R-93-116 "Method for the Determination of Asbestos in Bulk Building Materials". The sample(s) were analyzed with a digital microscope in order to determine homogeneity, the presence of fibers, and make a preliminary estimate of any asbestos fibers present in the sample. The sample(s), and any observed layers, were then homogenized through techniques appropriate to that material and prepared for analysis by polarized light microscopy (PLM).

Three slide mount preparations were made from random subsamples of the homogenized material. This material was then mounted in the suitable refractive index liquid needed to perform a full optical characterization of the observed fibers. When necessary, dilute HCl, instead of RI liquids, were used to remove cementitious binders to facilitate analysis. The entirety of the slide mount preparations were then analyzed by PLM. Any observed fibers were reported and their optical characteristics recorded according to the EPA 600-R-93-116 method.

Disclaimer This report, and the data contained therein, cannot be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government. The results found in this report are based only on the submitted sample(s). LabCor has no control over sampling procedures. This report is only valid when signed by an analyst.

NAD indicates no asbestos detected. Asbestos consists of the six following minerals: chrysotile, amosite, crocidolite, anthophyllite, actinolite, and tremolite.

Additional gravimetric, point-count or TEM analysis may be recommended for samples testing at < or = 1% asbestos, or those with material binders that prevent the detection of small diameter fibers.

The following estimate of error for this method by visual estimation of asbestos percent are as follows:
1% asbestos: >0-3% error,
5% asbestos: 1-9% error,
10% asbestos: 5-15% error,
20% asbestos: 10-30% error.

Sincerely,

X

Tim Cammann
Senior Analyst

NVLAP TESTING
NVLAP Lab Code: 200741-0

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

Phone: (503) 224-5055
www.labcorpdx.net

BULK SAMPLE ASBESTOS ANALYSIS

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201689R01
Report Date: 05/11/2020
P.O. No: n/a

Job Number: **201689**
Project Name:
Project Number: 23766.025 Phase 0001 Task 001
Project Notes:

Client Sample ID: **23766.025-0001** **Sample ID:** S1 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite	**Percent Asbestos:**
Layer 01					
coating, white	8 %	-	-	-	**NAD**
Layer 02					
compressed fibers, tan	92 %	-	-	-	**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	45 %	45 %	-	-	-	-	10 %

Client Sample ID: **23766.025-0002** **Sample ID:** S2 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite	**Percent Asbestos:**
Layer 01					
coating, white	5 %	-	-	-	**NAD**
Layer 02					
compressed fibers, tan	95 %	-	-	-	**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	45 %	45 %	-	-	-	-	10 %

Client Sample ID: **23766.025-0003** **Sample ID:** S3 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite	**Percent Asbestos:**
Layer 01					
fine compact powder, off-white, with coating, tan	15 %	-	-	-	**NAD**
Layer 02					
fine compact powder, off-white, with paper, off-white	15 %	-	-	-	**NAD**
Layer 03					
compact chalky material with paper, white	70 %	-	-	-	**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %
Layer 03	Trace	4 %	-	-	-	-	96 %

NVLAP® TESTING
NVLAP Lab Code: 200741-0

LabCor Portland Inc

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

BULK SAMPLE ASBESTOS ANALYSIS

Asbestos and Environmental Analysis

Phone: (503) 224-5055
www.labcorpdx.net

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201689R01
Report Date: 05/11/2020

P.O. No: n/a

Job Number: **201689**
Project Name:
Project Number: 23766.025 Phase 0001 Task 001
Project Notes:

Client Sample ID: **23766.025-0004** **Sample ID:** S4 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
rubbery material, gray	90 %	-	-	-			**NAD**
Layer 02							
fine compact powder, white	10 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %

Client Sample ID: **23766.025-0005** **Sample ID:** S5 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
rubbery material, gray	86 %	-	-	-			**NAD**
Layer 02							
mastic, tan/yellow	7 %	-	-	-			**NAD**
Layer 03							
fine compact powder, off-white/gray	7 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %
Layer 03	-	-	-	-	-	-	100 %

Client Sample ID: **23766.025-0006** **Sample ID:** S6 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
rubbery material, gray	90 %	-	-	-			**NAD**
Layer 02							
mastic, yellow/tan	10 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %

NVLAP® TESTING
NVLAP Lab Code: 200741-0

LabCor Portland Inc

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

BULK SAMPLE ASBESTOS ANALYSIS

Asbestos and Environmental Analysis

Phone: (503) 224-5055
www.labcorpdx.net

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201689R01
Report Date: 05/11/2020

P.O. No: n/a

Job Number: **201689**
Project Name:
Project Number: 23766.025 Phase 0001 Task 001
Project Notes:

Client Sample ID: **23766.025-0007** **Sample ID:** S7 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
coating, white	5 %	-	-	-			**NAD**
Layer 02							
compressed fibers, tan	95 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	45 %	45 %	-	-	-	-	10 %

Client Sample ID: **23766.025-0008** **Sample ID:** S8 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Homogeneous							
fine compact powder, off-white	100 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
	-	-	-	-	-	-	100 %

Client Sample ID: **23766.025-0009** **Sample ID:** S9 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
coating, white	10 %	-	-	-			**NAD**
Layer 02							
compressed fibers, tan	90 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	20 %	40 %	20 %	-	-	-	20 %

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NVLAP Lab Code: 200741-0

LabCor Portland Inc

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

BULK SAMPLE ASBESTOS ANALYSIS

Asbestos and Environmental Analysis

Phone: (503) 224-5055
www.labcorpdx.net

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201689R01
Report Date: 05/11/2020

P.O. No: n/a

Job Number: **201689**
Project Name:
Project Number: 23766.025 Phase 0001 Task 001
Project Notes:

Client Sample ID: **23766.025-0010** **Sample ID:** S10 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
thin coating, off-white/tan	10 %	-	-	-			**NAD**
Layer 02							
compact chalky material with paper, white	90 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	6 %	-	-	-	-	94 %

Client Sample ID: **23766.025-0011** **Sample ID:** S11 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Tim Cammann

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
fine compact powder, white, with coating, tan	15 %	-	-	-			**NAD**
Layer 02							
compact chalky material with paper, white	85 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	Trace	6 %	-	-	-	-	94 %

NVLAP® TESTING
NVLAP Lab Code: 200741-0

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

BULK SAMPLE ASBESTOS ANALYSIS

Asbestos and Environmental Analysis

Phone: (503) 224-5055
www.labcorpdx.net

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201689R01
Report Date: 05/11/2020

P.O. No: n/a

Job Number: **201689**
Project Name:
Project Number: 23766.025 Phase 0001 Task 001
Project Notes:

This laboratory participates in the National Voluntary Laboratory Accreditation Program (NVLAP). Testing method is per 40 CFR 763 Subpart E, Appendix E, PLM. This report and the data contained therein cannot be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government.

- "NAD" is No Asbestos Detected.
- Asbestos consists of the following minerals: chrysotile, amosite, crocidolite, tremolite, actinolite, anthophyllite.
- Material binders, such as those found in vinyl floor tiles, may prevent the detection of small diameter asbestos fibers. A gravimetric preparation and point-count is recommended for such samples.
- Quantitative analysis by PLM point count or TEM may be recommended for samples testing at < or = to 1% asbestos.
- The following estimate of error for this method by visual estimation of asbestos percent are as follows:
1% asbestos: >0-3% error, 5% asbestos: 1-9% error, 10% asbestos: 5-15% error, 20% asbestos: 10-30% error.
- This report pertains only to the samples listed on the report. Report considered valid only when signed by analyst.

Reviewed by:

X

Tim Cammann
Senior Analyst

NVLAP TESTING
NVLAP Lab Code: 200741-0

201689 1/2

PBS

TRANSMITTAL AND CHAIN OF CUSTODY FOR ASBESTOS BULK SAMPLES

Project No.: 23766.025 Phase 0001 Task 001

Individuals signing this form warrant that the information provided is correct and complete. The Sender should keep a copy and send the original. The Receiver should complete the form, keep a copy and return the original to the Sender. Receiver shall report damage of package immediately to Sender.

SENDER

Date Sent: May 07, 2020

PBS Engineering and Environmental Inc.
4412 SW Corbett Avenue
Portland, OR 97239
503.248.1939, Fax: 866.727.0140

Alex Johnson for Rich Dufresne
Name

Date: 2020.05.07 16:47:46 -07'00'

Authorized Signature **Date** **Time**

RECEIVER

Date Received: 5/7/20

Company: Lab Cor
Address: 4321 SW Corbett Ave Ste A
Portland, OR 97239
503-224-5055

Katie Schultz
Name

5/7/20 5:00PM
Authorized Signature **Date** **Time**

Sender's ID No.	Brief Description	Receiver's ID No.
23766.025-0001		
23766.025-0002		
23766.025-0003		
23766.025-0004		
23766.025-0005		
23766.025-0006		
23766.025-0007		
23766.025-0008		
23766.025-0009		
23766.025-0010		
23766.025-0011		

201689 4/2

PBS

TRANSMITTAL AND CHAIN OF CUSTODY FOR ASBESTOS BULK SAMPLES

Please analyze the enclosed 11 sample(s) for asbestos content using PLM with dispersion staining. PBS requests prior notification if samples will be disposed.
Request verbal results by: _____ AM/PM _____Date.

Please fax and mail the results to the above address.

TURNAROUND DESIRED: **24 Hour**

SPECIAL INSTRUCTIONS:

THIS IS TO CERTIFY THAT

BOB KLECKNER

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE

for

ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

CCB #SRA0615 4-Hr Training

Course Date: 04/02/2020

Course Location: Portland, OR

Certificate: IR-20-1539A

CCB #SRA0615 4-Hr Training

Expiration Date: 04/02/2021

For verification of the authenticity of this certificate contact:
PBS Environmental
4412 SW Corbett Avenue
Portland, OR 97239
(503) 248-1939

Andy Fridley, Instructor

THIS IS TO CERTIFY THAT

RICH A. DUFRESNE

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE

for

ONLINE AHERA ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

Course Date: 04/23/2020

Course Location: Portland, OR

Certificate: IRO-20-0264A

PBS

CCB #SRA0615 4-Hr Training

Expiration Date: 04/23/2021

For verification of the authenticity of this certificate contact:
PBS Environmental
4412 SW Corbett Avenue
Portland, OR 97239
(503) 248-1939

Andy Fridley, Instructor

Pre-Renovation Hazardous Building Materials Survey Report

Lowrie Primary School
Security Upgrades
28995 SW Brown Road
Wilsonville, OR 97070

Prepared for:

West Linn-Wilsonville School District 3J

General Information	1.1
Inspection Summary	1.2
Sample Inventories	2.1
Laboratory Data	Not Numbered
AHERA Certificates	Not Numbered

May 2020
Project No.: 23766.025 Phase No.: 0001 Task No.: 002

4412 SW Corbett Avenue, Portland, OR 97239
503.248.1939 Main
866.727.0140 Fax
888.248.1939 Toll-Free
PBSUSA.COM

GENERAL INFORMATION

BUILDING DATA

Lowrie Primary School
28995 SW Brown Road
Wilsonville, OR 97070

CLIENT DATA

West Linn-Wilsonville School District 3J
District Operations Center
Tualatin, OR 97062-7801

BACKGROUND INFORMATION

SURVEY SCOPE

PBS Engineering and Environmental Inc. (PBS) has performed a limited pre-renovation hazardous building materials survey of the buildings in accordance with OSHA in 29 CFR 1910.1001 and compiled a report with the following information:

- The type, location, and approximate quantity of suspect asbestos-containing materials
- Bulk sampling of selected suspect building materials
- Lead paint sampling
- Suspect polychlorinated biphenyl (PCB) light ballast inspection
- Inspection summary
- Laboratory analytical data of bulk material sampled

PBS endeavored to locate those suspect asbestos-containing building materials expected to be impacted by the planned security upgrades project; however, suspect asbestos-containing materials may be present in other portions of the building or concealed within floor, wall, and ceiling interstitial spaces. If suspect materials are uncovered during any renovation activities that are not identified in this report, testing should be performed prior to impact.

PBS has conducted a physical inspection of the specified building materials, compiled this report consistent with the survey scope, and certifies that the information is correct and accurate within the standards of professional quality and contractual obligations.

Bob Kleckner
Project Manager
Accreditation #: IR-20-1539A

Signature Date

Rich Dufresne
Prime Inspector
Accreditation #: IMR-20-0264A

Signature Date

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INSPECTION SUMMARY

DATES	SURVEYED BY	ACTIVITY
5/6/2020	Rich Dufresne	Inspect and Sample

PBS has investigated accessible areas inside of the building to locate suspect asbestos-containing building materials (ACBM). Suspect materials may be present in concealed areas (e.g., behind walls and under carpet). The findings are listed below.

ASBESTOS MATERIALS

The following materials either tested positive, or, based on the experience of PBS field personnel, were not tested and should be considered asbestos-containing. Materials that had mixed results are considered positive. Materials not sampled may contain asbestos and should be tested to verify asbestos content prior to impact through demolition, renovation, etc.
(+) Tested Positive, (M) Mixed Results, (P) Presumed Positive, (T) Previously Tested Positive.

See sample inventory for specific results.

No asbestos-containing building materials were identified within the scope of this survey.

MATERIALS THAT TESTED NEGATIVE FOR ASBESTOS

The following materials tested negative based on ASHARA sampling minimums and testing by NVLAP participating laboratories. Although no asbestos was detected, it is possible that further sampling could indicate asbestos content. It may be prudent to test prior to impact through demolition, renovation, etc.

Material (type)	Location
Covebase/Mastic	Entry foyer
Gypsum Wallboard/Joint Compound	Entry foyer
Gypsum Wallboard/Joint Compound	Representitive classroom
Lay-in Ceiling Tile, 2' x 4'	Entry foyer
Lay-in Ceiling Tile, 2' X 4'	Representative classroom
Walk off Mat Mastic, White	Entry foyer
Wall Mastic	Entry foyer wall tackboard panels

INSPECTION SUMMARY

BACKGROUND

On May 6, 2020, PBS performed a limited pre-renovation hazardous building materials survey at Lowrie Primary School located at 28995 SW Brown Road in Wilsonville, Oregon. The purpose of the survey was to locate, identify, and quantify regulated hazardous building materials that may be impacted by the planned Security Upgrades project.

Only those portions of the school building and materials that are expected to be impacted by the planned security upgrades as identified on the 75% CD drawings provided by IBI Group Architects, dated April 24, 2020, were included in this survey. Asbestos-containing building materials may exist in other portions of the school not included within the scope of this investigation.

The survey is intended to satisfy the Oregon Department of Environmental Quality (DEQ) requirements to perform an asbestos inspection prior to renovation or demolition activities under Oregon Administrative Rule (OAR) 340-248-0270 and Occupational Safety and Health Administration (OSHA) hazard communication.

This survey report is not suitable nor is it intended to be used as an asbestos abatement project design or an abatement bid document.

ASBESTOS SUMMARY

A PBS Asbestos Hazard Emergency Response Act (AHERA) accredited inspector inspected the facility to determine the presence, location, and approximate quantity of asbestos-containing material (ACM).

PBS collected seven bulk samples of building materials suspected of containing asbestos and submitted them under chain of custody to Lab/Cor Portland Inc. of Portland, Oregon, for polarized light microscopy (PLM) analysis. The samples tested non-detected for asbestos; no asbestos-containing building materials were identified during this investigation.

Asbestos Regulations

Oregon DEQ, Environmental Protection Agency (EPA), and OSHA regulations require proper removal and handling of ACM by licensed and trained asbestos abatement contractors prior to building renovations or demolition.

The EPA, DEQ, and OSHA all define ACM as any material containing more than 1% asbestos. Although materials equal to or less than 1% are not considered by regulatory agencies to be an ACM, they still have some asbestos content, and Oregon OSHA has specific requirements for situations in which workers may encounter, disturb, or remove materials containing any level of asbestos. For the sake of hazard communication, these materials are included in the asbestos-containing materials section of this report.

In 1995, Oregon OSHA adopted 29 Code of Federal Regulations (CFR) Part 1926.1101 governing asbestos under OAR 437-003-1926.1101. The regulation has made significant changes in work procedures and how asbestos materials are managed. OSHA believes that the single biggest risk of asbestos exposure is to workers who unknowingly or improperly disturb ACM. Hazard communication, training, personal protection, work practices, exposure monitoring, and recordkeeping are all major components of the regulation.

DEQ's OAR 340, Division 248 also covers asbestos abatement requirements, removal notifications, licensing, and certifications for contractors.

INSPECTION SUMMARY

For more information regarding the removal of asbestos-containing materials, please refer to the following:

1. Oregon Occupational Safety and Health Administration, OAR 437-003-1926.1101
2. Department of Environmental Quality, OAR-340, Division 248

LEAD-BASED PAINT

LEAD PAINT SUMMARY

Lowrie Primary School was constructed in 2001 and is therefore not subject to EPA's Lead Renovation, Repair, and Painting Rule (RRP Rule). No suspect lead-based paint or lead paint hazards were observed during this investigation.

MERCURY VAPOR TUBES

Fluorescent light fixtures that use mercury-containing lamps are present that may be impacted by the security upgrades. The inspector disassembled representative fixtures and found “No PCBs” labeling on the ballasts.

Fluorescent mercury vapor light tubes are categorized as a universal waste. They should be carefully handled, packaged, and recycled or disposed of appropriately according to guidelines stipulated under 40 CFR 273.

Code	Material		Location	Results	Lab
23766.025-0001	Lay-in Ceiling Tile		Entry foyer; 2' by 4' ridged, smooth finish		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 1	compressed fibers, gray with coating, white	No Asbestos Detected	
23766.025-0002	Gypsum Wallboard/Joint Compound		Entry foyer; wallboard with joint compound		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	textured paint, white with paper, off-white	No Asbestos Detected	
		Layer 02	fine compact powder, white	No Asbestos Detected	
		Layer 03	compact chalky material with paper, white	No Asbestos Detected	
23766.025-0003	Mastic		Entry foyer; white walk-off mat mastic		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	mastic, black	No Asbestos Detected	
		Layer 02	mastic, tan	No Asbestos Detected	
23766.025-0004	Mastic		Entry foyer; yellow tackboard mastic		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	mastic, off-white	No Asbestos Detected	
		Layer 02	fibrous material, gray	No Asbestos Detected	
		Layer 03	fibrous material, brown	No Asbestos Detected	
23766.025-0005	Covebase/Mastic		Entry foyer; 4" brown with white mastic		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	mastic, brown	No Asbestos Detected	
		Layer 02	rubbery material, brown	No Asbestos Detected	
23766.025-0006	Caulk		Office; store front, black sealant		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 01	rubbery material, brown	No Asbestos Detected	
		Layer 02	foam, gray	No Asbestos Detected	
23766.025-0007	Lay-in Ceiling Tile		Classroom B105; 2' by 4' ridged, smooth finish		Lab Cor
		Layer:	**Description:**	**Analysis:**	
		Layer 1	compressed fibers, gray with coating, white	No Asbestos Detected	

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

Phone: (503) 224-5055
www.labcorpdx.net

PLM - Visual Estimate Extended Final Report

Job Number: 201688
Client: PBS Engineering and Environmental
Address: 4412 SW Corbett Avenue
Portland, OR 97239
Project Name:
Project No.: 23766.025 Phase 0001 Task 002
PO Number:
Sub Project:
Reference No.:

Report Number: 201688R01
Report Date: 5/8/2020

Enclosed please find results for samples submitted to our laboratory. A list of samples and analyses follows:

Lab/Cor Sample #	Client Sample # and Description	Analysis	Analysis Notes	Date Received:
201688 - S1	23766.025-0001 -	PLM - Visual Estimate Extended		5/7/2020
201688 - S2	23766.025-0002 -	PLM - Visual Estimate Extended		5/7/2020
201688 - S3	23766.025-0003 -	PLM - Visual Estimate Extended		5/7/2020
201688 - S4	23766.025-0004 -	PLM - Visual Estimate Extended		5/7/2020
201688 - S5	23766.025-0005 -	PLM - Visual Estimate Extended		5/7/2020
201688 - S6	23766.025-0006 -	PLM - Visual Estimate Extended		5/7/2020
201688 - S7	23766.025-0007 -	PLM - Visual Estimate Extended		5/7/2020

NVLAP TESTING
NVLAP Lab Code: 200741-0

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

Phone: (503) 224-5055
www.labcorpdx.net

PLM - Visual Estimate Extended Final Report

Job Number: 201688
Client: PBS Engineering and Environmental
Project Name:

Report Number: 201688R01
Report Date: 5/8/2020

PLM - Visual Estimate Extended

The submitted sample(s) were analyzed according to the EPA 600-R-93-116 "Method for the Determination of Asbestos in Bulk Building Materials". The sample(s) were analyzed with a digital microscope in order to determine homogeneity, the presence of fibers, and make a preliminary estimate of any asbestos fibers present in the sample. The sample(s), and any observed layers, were then homogenized through techniques appropriate to that material and prepared for analysis by polarized light microscopy (PLM).

Three slide mount preparations were made from random subsamples of the homogenized material. This material was then mounted in the suitable refractive index liquid needed to perform a full optical characterization of the observed fibers. When necessary, dilute HCl, instead of RI liquids, were used to remove cementitious binders to facilitate analysis. The entirety of the slide mount preparations were then analyzed by PLM. Any observed fibers were reported and their optical characteristics recorded according to the EPA 600-R-93-116 method.

Disclaimer This report, and the data contained therein, cannot be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government. The results found in this report are based only on the submitted sample(s). LabCor has no control over sampling procedures. This report is only valid when signed by an analyst.

NAD indicates no asbestos detected. Asbestos consists of the six following minerals: chrysotile, amosite, crocidolite, anthophyllite, actinolite, and tremolite.

Additional gravimetric, point-count or TEM analysis may be recommended for samples testing at < or = 1% asbestos, or those with material binders that prevent the detection of small diameter fibers.

The following estimate of error for this method by visual estimation of asbestos percent are as follows:
1% asbestos: >0-3% error,
5% asbestos: 1-9% error,
10% asbestos: 5-15% error,
20% asbestos: 10-30% error.

Sincerely,

X

Frankie Baker

NVLAP TESTING
NVLAP Lab Code: 200741-0

Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

Phone: (503) 224-5055
www.labcorpdx.net

BULK SAMPLE ASBESTOS ANALYSIS

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201688R01
Report Date: 05/08/2020
P.O. No: n/a

Job Number: **201688**
Project Name:
Project Number: 23766.025 Phase 0001 Task 002
Project Notes:

Client Sample ID: **23766.025-0001** **Sample ID:** S1 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			Percent Asbestos:
Homogeneous							
compressed fibers, gray with coating, white	100 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
	30 %	5 %	-	-	-	-	65 %

Client Sample ID: **23766.025-0002** **Sample ID:** S2 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			Percent Asbestos:
Layer 01							
textured paint, white with paper, off-white	4 %	-	-	-			**NAD**
Layer 02							
fine compact powder, white	5 %	-	-	-			**NAD**
Layer 03							
compact chalky material with paper, white	91 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	12 %	-	-	-	-	88 %
Layer 02	-	-	-	-	-	-	100 %
Layer 03	2 %	5 %	-	-	-	-	93 %

Client Sample ID: **23766.025-0003** **Sample ID:** S3 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			Percent Asbestos:
Layer 01							
mastic, black	3 %	-	-	-			**NAD**
Layer 02							
mastic, tan	97 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %

NVLAP® TESTING
NVLAP Lab Code: 200741-0

LabCor Portland Inc
Lab/Cor Portland, Inc.
4321 South Corbett Ave., Ste A
Portland, OR 97239

BULK SAMPLE ASBESTOS ANALYSIS

Asbestos and Environmental Analysis

Phone: (503) 224-5055
www.labcorpdx.net

Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201688R01
Report Date: 05/08/2020

P.O. No: n/a

Job Number: **201688**
Project Name:
Project Number: 23766.025 Phase 0001 Task 002
Project Notes:

Client Sample ID: **23766.025-0004** **Sample ID:** S4 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
mastic, off-white	30 %	-	-	-			**NAD**
Layer 02							
fibrous material, gray	40 %	-	-	-			**NAD**
Layer 03							
fibrous material, brown	30 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	2 %	-	-	-	-	98 %
Layer 02	-	40 %	-	-	-	-	60 %
Layer 03	-	40 %	-	-	-	-	60 %

Client Sample ID: **23766.025-0005** **Sample ID:** S5 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
mastic, brown	30 %	-	-	-			**NAD**
Layer 02							
rubbery material, brown	70 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %

Client Sample ID: **23766.025-0006** **Sample ID:** S6 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Layer 01							
rubbery material, brown	80 %	-	-	-			**NAD**
Layer 02							
foam, gray	20 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
Layer 01	-	-	-	-	-	-	100 %
Layer 02	-	-	-	-	-	-	100 %

NVLAP® TESTING
NVLAP Lab Code: 200741-0

LabCor Portland Inc

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Portland, OR 97239

BULK SAMPLE ASBESTOS ANALYSIS

Asbestos and Environmental Analysis

Phone: (503) 224-5055
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Client: PBS Engineering and Environmental
4412 SW Corbett Avenue
Portland, OR 97239

Report Number: 201688R01
Report Date: 05/08/2020

P.O. No: n/a

Job Number: **201688**
Project Name:
Project Number: 23766.025 Phase 0001 Task 002
Project Notes:

Client Sample ID: **23766.025-0007** **Sample ID:** S7 **Date Analyzed:** 05/08/2020
Client Sample Description: **Analyst:** Frankie Baker

Asbestos Mineral Fibers	Layer Percent:	Chrysotile	Amosite	Crocidolite			**Percent Asbestos:**
Homogeneous							
compressed fibers, gray with coating, white	100 %	-	-	-			**NAD**

Other Fibers	Fibrous Glass	Cellulose	Mineral Wool	Synthetic	Other		Matrix
	50 %	10 %	-	-	-	-	40 %

This laboratory participates in the National Voluntary Laboratory Accreditation Program (NVLAP). Testing method is per 40 CFR 763 Subpart E, Appendix E, PLM. This report and the data contained therein cannot be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government.

- "NAD" is No Asbestos Detected.
- Asbestos consists of the following minerals: chrysotile, amosite, crocidolite, tremolite, actinolite, anthophyllite.
- Material binders, such as those found in vinyl floor tiles, may prevent the detection of small diameter asbestos fibers. A gravimetric preparation and point-count is recommended for such samples.
- Quantitative analysis by PLM point count or TEM may be recommended for samples testing at < or = to 1% asbestos.
- The following estimate of error for this method by visual estimation of asbestos percent are as follows:
1% asbestos: >0-3% error, 5% asbestos: 1-9% error, 10% asbestos: 5-15% error, 20% asbestos: 10-30% error.
- This report pertains only to the samples listed on the report. Report considered valid only when signed by analyst.

Reviewed by:

X

Frankie Baker

NVLAP TESTING
NVLAP Lab Code: 200741-0

201688

PBS

TRANSMITTAL AND CHAIN OF CUSTODY FOR ASBESTOS BULK SAMPLES

Project No.: 23766.025 Phase 0001 Task 002

Individuals signing this form warrant that the information provided is correct and complete. The Sender should keep a copy and send the original. The Receiver should complete the form, keep a copy and return the original to the Sender. Receiver shall report damage of package immediately to Sender.

SENDER

Date Sent: May 07, 2020

PBS Engineering and Environmental Inc.
4412 SW Corbett Avenue
Portland, OR 97239
503.248.1939, Fax: 866.727.0140

Alex Johnson for Rich Dufresne
Name

Date: 2020.05.07 16:48:39 -07'00'

Authorized Signature **Date** **Time**

RECEIVER

Date Received: 5/7/20

Company: Lab Cor
Address: 4321 SW Corbett Ave Ste A
Portland, OR 97239
503-224-5055

Katie Schultz
Name

5/7/20 5:00PM
Authorized Signature **Date** **Time**

Sender's ID No.	Brief Description	Receiver's ID No.
23766.025-0001		
23766.025-0002		
23766.025-0003		
23766.025-0004		
23766.025-0005		
23766.025-0006		
23766.025-0007		

Please analyze the enclosed 7 sample(s) for asbestos content using PLM with dispersion staining. PBS requests prior notification if samples will be disposed.
Request verbal results by: _____ AM/PM _____Date.

Please fax and mail the results to the above address.

TURNAROUND DESIRED: **24 Hour**

SPECIAL INSTRUCTIONS:

THIS IS TO CERTIFY THAT

BOB KLECKNER

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE

for

ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

CCB #SRA0615 4-Hr Training

Course Date: 04/02/2020

Course Location: Portland, OR

Certificate: IR-20-1539A

CCB #SRA0615 4-Hr Training

Expiration Date: 04/02/2021

For verification of the authenticity of this certificate contact:
PBS Environmental
4412 SW Corbett Avenue
Portland, OR 97239
(503) 248-1939

Andy Fridley, Instructor

THIS IS TO CERTIFY THAT

RICH A. DUFRESNE

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE

for

ONLINE AHERA ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

Course Date: 04/23/2020

Course Location: Portland, OR

Certificate: IRO-20-0264A

PBS

CCB #SRA0615 4-Hr Training

Expiration Date: 04/23/2021

For verification of the authenticity of this certificate contact:
PBS Environmental
4412 SW Corbett Avenue
Portland, OR 97239
(503) 248-1939

Andy Fridley, Instructor

SECTION 05 12 00
STRUCTURAL STEEL FRAMING
(*Reissued by Addendum No. 1*)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Structural steel framing members.
B. Structural steel support members and struts.
C. Steel columns.
D. Steel purlins, beams and girders.
E. Steel braces, struts and gusset plates.
F. Steel edge angles, closures, stiffeners, continuity plates and shear tabs.
G. Other steel framing and accessories.
H. Shop and field welding.
I. Field bolting.
J. Base plates, shear stud connectors and anchor bolts, with nuts and washers.
K. Grouting under base plates.

1.02 RELATED REQUIREMENTS

A. Section 05 50 00 - Metal Fabrications: Steel fabrications affecting structural steel work.
B. Section 09 96 00 - High-Performance Coatings: Primers.

1.03 REFERENCE STANDARDS

A. AISC (MAN) - Steel Construction Manual.
B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges.
C. AISC 360 - Specification for Structural Steel Buildings.
D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
F. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold Finished.
G. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
H. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
I. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
J. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
K. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
L. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
M. ASTM A563M - Standard Specification for Carbon and Alloy Steel Nuts (Metric).
N. ASTM A6/A6M - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.
O. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.

P. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.

Q. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.

R. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).

S. ASTM E94/E94M - Standard Guide for Radiographic Examination Using Industrial Radiographic Film.

T. ASTM E164 - Standard Practice for Contact Ultrasonic Testing of Weldments.

U. ASTM E165/E165M - Standard Test Method for Liquid Penetrant Examination for General Industry.

V. ASTM E709 - Standard Guide for Magnetic Particle Testing.

W. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions.

X. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions.

Y. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

Z. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.

AA. AWS D1.1/D1.1M - Structural Welding Code - Steel.

AB. AWS D1.8/D1.8M - Structural Welding Code - Seismic Supplement.

AC. RCSC (HSBOLT) - Specification for Structural Joints Using High-Strength Bolts; Research Council on Structural Connections.

AD. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113.

AE. SSPC-PA 1 - Shop, Field, and Maintenance Painting of Steel.

AF. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer.

AG. SSPC-SP 2 - Hand Tool Cleaning.

AH. SSPC-SP 3 - Power Tool Cleaning.

AI. SSPC-SP 13 - Surface Preparation of Concrete; (Reaffirmed 2015).

1.04 DEFINITIONS

A. Structural Steel: Elements of structural-steel frame, as classified by AISC S303, "Code of Standard Practice for Steel Buildings and Bridges."

B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.

C. Heavy Sections: Rolled and built-up sections as follows:
   1. Shapes included in ASTM A6/A6M with flanges thicker than 1-1/2 inches.
   2. Welded built-up members with plates thicker than 2 inches.
   3. Column base plates thicker than 2 inches.

D. Protected Zone: Structural members or portions of structural members indicated as "Protected Zone" on Drawings. Connections of structural and nonstructural elements to protected zones are limited.

E. Demand Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the Seismic-Load-Resisting System and which are indicated as "Demand Critical" or "Seismic Critical" on Drawings.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating costs for each product having recycled content.

C. Shop Drawings/Erection Drawings: Show fabrication of structural-steel components.
   1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
   2. Include embedment drawings.
   3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
   4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
   5. Identify members and connections of the seismic-load-resisting system.
   6. Indicate locations and dimensions of protected zones.
   7. Identify demand critical welds.
   8. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
   9. Indicate cambers and loads.
   10. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

D. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.

E. Mill Test Reports: Indicate structural strength, destructive test analysis and non-destructive test analysis.
   1. Structural steel.
   2. Bolts, nuts and washers.

F. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.

G. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

1.06 QUALITY ASSURANCE

A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."

B. Structural steel members designated as architecturally-exposed structural steel (AESS) to also comply with Section 05 12 13.

C. Fabricator: Company specializing in performing the work of this section with minimum five years of documented experience.

D. Erector: Company specializing in performing the work of this section with minimum five years of documented experience.

E. Design connections not detailed on drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in Oregon.

F. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
   1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.

2. Certify to WABO Standard No. 27-13 "WABO Welder and Welding Operator Performance Qualification Standard."

1.07 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 PRODUCTS

2.01 MATERIALS

A. See General Structural Notes in Drawings for specification and grade of framing members.

B. Steel Plates, Channels, S Shapes, M Shapes, and HP Shapes: ASTM A36/A36M.

C. Rolled Steel Structural Shapes: ASTM A992/A992M.

D. Cold-Formed Structural Tubing: ASTM A500/A500M, Grade B.

E. Structural Bolts and Nuts: Carbon steel, ASTM A307, Grade A and galvanized in compliance with ASTM A153/A153M, Class C.

F. Unheaded Anchor Rods: ASTM F1554, Grade 36, plain, with matching ASTM A563 or ASTM A563M nuts and ASTM F436/F436M Type 1 washers.

G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.

H. Grout: ASTM C1107/C1107M; Non-shrink; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
   1. Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch.
   2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch.

I. Shop and Touch-Up Primer: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.

J. All paints and coating wet applied on the building interior must meet the applicable limits of SCAQMD 1113.

K. Shop and Touch-Up Primer:
   1. Concealed Interior Steel in Non-Corrosive Environments: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.
   2. Exposed Interior Surfaces: Either Tnemec Series 27 Typoxy WB at 3 to 4 mils DFT or primer specified in Section 09 96 00 - High-Performance Coatings.
   3. Exterior Steel and Steel in Corrosive Environments: Either Tnemec Series 394 PerimePrime at 2.5 to 3.5 mils, or primer specified in Section 09 96 00 - High-Performance Coatings.
      a. Corrosive environments include the following areas:
         1) Swimming pools.

L. Primer and Touch-Up Primer for Galvanized Surfaces: Either Tnemec Series 27 Typoxy WB at 2 to 2.5 mils or primer specified in Section 09 96 00 - High-Performance Coatings, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

A. Shop fabricate to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
   1. Camber structural-steel members where indicated.
   2. Fabricate beams with rolling camber up.
   3. Identify high-strength structural steel according to ASTM A6/A6M and maintain markings until structural steel has been erected.

4. Mark and match-mark materials for field assembly.
5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.

D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 2, "Hand Tool Cleaning."

F. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

G. Continuously seal joined members by continuous welds. Grind exposed welds smooth.

H. Fabricate connections for bolt, nut, and washer connectors.

2.03 FINISH

A. Shop prime steel surfaces except the following:
1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches. Hold back is not required for Tnemec Series 394.
2. Surfaces to be field welded.
3. Surfaces to be high-strength bolted with slip-critical connections. Hold back is not required for Tnemec Series 394.

B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
1. Concealed Interior Steel in Non-Corrosive Environments: SSPC-SP 3, "Power Tool Cleaning."
2. Exposed Interior Surfaces: SSPC-SP 3," Power Tool Cleaning."

C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

D. Shop prime structural steel members. Do not prime surfaces that will be field welded, in contact with concrete, or high strength bolted.

2.04 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
1. Provide testing agency with access to places where structural steel work is being fabricated or produced to perform tests and inspections.
a. Pay for any additional cost required caused by travel outside a 25 mile radius from the job site.

B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

C. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
   1. Liquid Penetrant Inspection: ASTM E165/E165M.
   2. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
   3. Ultrasonic Inspection: ASTM E164.
   4. Radiographic Inspection: ASTM E94.

D. Welded Connections: Visually inspect all shop-welded connections and test at least 10 percent of welds using one of the following:
   1. Radiographic testing performed in accordance with ASTM E94/E94M.
   2. Ultrasonic testing performed in accordance with ASTM E164.
   3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
   4. Magnetic particle inspection performed in accordance with ASTM E709.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
   1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 ERECTION

A. Erect structural steel in compliance with AISC 303.

B. Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.

C. Field weld components and shear studs indicated on shop drawings.

D. Use carbon steel bolts only for temporary bracing during construction, unless otherwise specifically permitted on drawings. Install high-strength bolts in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts".

E. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

F. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
   1. Level and plumb individual members of structure.
   2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.

G. Splice members only where indicated.

H. Do not use thermal cutting during erection unless approved by Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.

I. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

J. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

3.03 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts according to RCSC (HSBOLT) for type of bolt and type of joint specified.
   1. Joint Type: Snug tightened.

B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
   1. Comply with AISC S303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
   2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
   3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.04 TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch.

3.05 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds.

B. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
   1. In addition to visual inspection, field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
      a. Liquid Penetrant Inspection: ASTM E165/E165M.
      b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
      c. Ultrasonic Inspection: ASTM E164.
      d. Radiographic Inspection: ASTM E94.

C. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

D. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.

3.06 REPAIRS AND PROTECTION

A. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
   1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION

BOONES FERRY PRIMARY SCHOOL

SET #01

Remainder of hardware existing

1	Shelter Electronic Lock	9KX3-7R15D PATD x Green CC	626	BE

NOTE: See Misc. Group for Shelter system components

SET #02

1	Wiring Diagram	POINT TO POINT (By Hardware Supplier)		
1	Power Supply	10-1 1.5 AMP		RC
1	Actuator	CL4163	630	SD
1	Battery Backup	BB24-7		RC
*****	***Desk Control Switch***	***15-2-3***	***BLK***	***SDCC***
1	Shelter Repeater	SHX-RPT		BE

**** See drawings for switch count. Include two LED status indicators (400U-L2 or L3) per building.***

Note: Replace any passage exit device trim with locking trim. Add new 12E-72 RP PATD 626 rim cylinder for every 996L-NL 06 trim required. Patch plug and repair openings as required. Wall Magnets to be connected to the shelter repeater to shunt / cut power in the event of a Shelter lockdown activation.

SET #03

2	Continuous Hinge	661HD UL	AL	ST
1	Removable Mullion	KR822	600	PR
2	Exit Device	2101 LD	630	PR
1	Rim Cylinder	12E-72 PATD	626	BE
2	Door Closer	QDC111 SN (Top Jamb Mount)	689	SH
2	Drop Plate	8Q00470	689	SH
2	Overhead Stop	1020Sa Series	US32D	AB

NOTE: Gaskets and Seals are by door manufacturer

SET #04

1	Continuous Hinge	661HD UL	AL	ST
1	Continuous Hinge	661HD UL x EPT	AL	ST
1	Removable Mullion	KR822	600	PR
1	Exit Device	2101 LD	630	PR
1	Exit Device	MLR 2103 X 1703A	630	PR
1	Power Transfer	EPT-12C	628	PR
2	Rim Cylinder	12E-72 PATD	626	BE
1	Low Energy Operator	7100	628	HO
1	Door Closer	QDC111 SN (Top Jamb Mount)	689	SH
1	Drop Plate	8Q00470	689	SH
~~***2***~~	~~***Floor Magnet***~~	~~***2600 x Voltage (Tie to Fire alarm)***~~	~~***S1***~~	~~***AB***~~
2	Actuator	CL4163 x CL4638	630	SD
1	Radio Control Receiver	CL4485		SD
2	Radio Control Transmitter	CL4490		SD

1	Wiring Diagram	Point to Point (By Hardware Supplier)		BY
1	Shelter Repeater	(Share with 101A,102A,102B &100C)		BE
1	Power Supply	10-1 1.5 AMP (Share with 101A,102A,102B &100C)		RC
1	Battery Backup	BB24-7 (Share with 101A,102A,102B &100C)		RC
2	Push Button toggle switch	15-2-3 (Locate as Directed by Architect)	US32D	SN

NOTE: Operation: Pressing the actuator switch initiates the door operator, which unlatches one exit device and opens the door. Free egress from the inside at all times. Shelter Lockdown: On signal from the Shelter system the exit devices on both doors are locked down and the vestibule mounted actuator switch is disabled. The push button toggle switch is to toggle the one electrified leaf into being electrically dogged or not. If the door is in the secure position the momentary push button can be depressed to let individuals in one at a time. If the opening happens to be in the unlocked toggle mode the Shelter repeater would interrupt power to the exit device and secure the opening.

SET #05

1	Continuous Hinge	661HD UL	AL	ST
1	Lockset	9K3-7D15D PATD x Green CC	626	BE
1	Electric Strike	BES-4108U	630	BE
1	Low Energy Operator	CLD-4990	628	SD
1	Overhead Stop	1020Sa Series	US32D	AB
1	Power Supply	10-1 1.5 AMP (Share with 102A,102B &100C)		RC
1	Actuator	CL4163	630	SD
1	Battery Backup	BB24-7 (Share with 102A,102B &100C)		RC
2	Actuator	CL4163 x CL4638	630	SD
1	Radio Control Receiver	CL4485		SD
2	Radio Control Transmitter	CL4490		SD
1	Wiring Diagram	POINT TO POINT (By Hardware Supplier)		
*	Desk Control Switch	15-2-3	BLK	SDCC
1	Shelter Repeater	SHX-RPT (Share with 101A,102A,102B &100C)		BE
1	Power Supply	PS-490		SD

**** See drawings for switch count. Include two LED status indicators (400U-L2 or L3) per building.***

NOTE: Gaskets and Seals are by door manufacturer

NOTE: Desk Control toggle switch is to toggle the electric strike into being electrically locked or not. The unlocked mode is done through sending constant power to the electric strike keeping it disengaged for manually opening the door or by depressing one of the two actuators which would in turn allow the auto operator to open the door. If the door is in the secure position the momentary push button can be depressed to let individuals in one at a time by charging the electric strike momentarily and allowing the manually opening of the door as well this would also open up the pathway for the actuators to be depressed for an assisted opening. If the opening happens to be in the unlocked toggle mode and the Shelter system activated via the Fob the Shelter repeater would turn off the use of the operator and immediately lockdown the door by securing both the classroom lock and ensuring the electric strike is in the secure and locked mode.

SET #06

1	Continuous Hinge	661HD UL	AL	ST
1	Lockset	9K3-7D15D PATD x Green CC	626	BE
1	Electric Strike	BES-4108U	630	BE
1	Door Closer	QDC111 SN	689	SH
1	Kick Plate	KO050 10" x 2" LDW B4E CSK	630	TR
1	Overhead Stop	1020Sa Series	US32D	AB
*	Desk Control Switch	15-2-3	BLK	SDCC
1	Gasketing	5050B (Head & Jambs)	NA	
1	Wiring Diagram	POINT TO POINT		

**** See drawings for switch count. Include two LED status indicators (400U-L2 or L3) per building.***

NOTE: The push button toggle switch is to toggle the electric strike into being electrically locked or not. If the door is in the secure position the momentary push button can be depressed to let individuals in one at a time. If the opening happens to be in the unlocked toggle mode the Shelter repeater would interrupt power to the exit device and secure the opening if depressed. Share power supply and repeater signal with opening 101A,102A,102B &100C

SET #MISC

1	Key Switch	960-MA (Locate in Office)	628	RC
1	Mortise Cylinder	1E-74 PATD RP3 (For key switch)	626	BE
4	Power Supply	10-1 1.5 AMP		RC
1	Actuator	CL4163	630	SD
4	Battery Backup	BB24-7		RC
4	Shelter Repeater	SHX-RPT		BE
1	Shelter Gateway	SHX-GTW		BE
1	Shelter Gateway Power Supply	SHX-PTL x Battery Back Up		BE
30	Shelter FOB	SHX-FOB		BE
1	Software Upgrade	Licensing Fee 1 year “Per Shelter repeater” (Multiply out)		BE

LOWRIE PRIMARY SCHOOL

SET #01

Remainder of hardware existing

1	Exit Device	E2103 x 4908A FSE	630	PR
1	Mortise Cylinder	1E-74 PATD	626	BE
1	Rim Cylinder	12E-72 PATD	626	BE
1	Door Closer	QDC115 SN	689	SH
1	Door Loop	9507-12S	US28	RC
1	Key Switch	960-MA	28	RC
1	Wiring Diagram	POINT TO POINT (By Hardware Supplier)		
1	Battery Backup	BB24-7		RC
1	Shelter Repeater	SHX-RPT		BE
1	Power Supply	10-1 1.5 AMP		RC

NOTE: Remainder of hardware existing. Door to be controlled / toggled by key switch for day and night mode. If the Shelter system is activated the unlocked state will be interrupted by the shelter repeater. See Misc. group for other Shelter items required for a complete system.

SET #02

Remainder of hardware existing

1	Shelter Electronic Lock	9KX3-7R15D PATD x Green CC	626	BE
1	Door Wrap	14-CW	630	DJ

NOTE: See Misc. Group for Shelter system components

SET #03

3	Hinges	FBB168 4 1/2 X 4 1/2	US26D	ST
1	Lockset	9K3-7D15D PATD x Green CC	626	BE
1	Electric Strike	F1114	630	RC
1	Low Energy Operator	CLD-4990	628	SD
1	Overhead Stop	1020Sa Series	US32D	AB
1	Power Supply	10-1 1.5 AMP		RC
1	Actuator	CL4163	630	SD
1	Battery Backup	BB24-7 (Share with A101B, A105A and 105B)		RC
2	Actuator	CL4163 x CL4638	630	SD
1	Radio Control Receiver	CL4485		SD
2	Radio Control Transmitter	CL4490		SD
1	Wiring Diagram	POINT TO POINT (By Hardware Supplier)		
*	Desk Control Switch	15-2-3	BLK	SDCC
1	Shelter Repeater	SHX-RPT (Share with A101B, A105A and 105B)		BE
1	Power Supply	PS-490		SD
1	Gasketing	5050B (Head & Jambs)		NA

**** See drawings for switch count. Include two LED status indicators (400U-L2 or L3) per building.***

NOTE: Desk Control toggle switch is to toggle the electric strike into being electrically locked or not. The unlocked mode is done through sending constant power to the electric strike keeping it disengaged for manually opening the door or by depressing one of the two actuators which would in turn allow the auto operator to open the door. If the door is in the secure position the momentary push button can be depressed to let individuals in one at a time by charging the electric strike momentarily and allowing the manually opening of the door as well this would also open up the pathway for the actuators to be depressed for an assisted opening. If the opening happens to be in the unlocked toggle mode and the Shelter system activated via the Fob the Shelter repeater would turn off the use of the operator and immediately lockdown the door by securing both the classroom lock and ensuring the electric strike is in the secure and locked mode.

SET #04

3	Hinges	FBB168 4 1/2 X 4 1/2	US26D	ST
1	Lockset	9K3-7D15D PATD x Green CC	626	BE
1	Electric Strike	F1114	630	RC
1	Door Closer	QDC111 SN	689	SH
1	Kick Plate	KO050 10" x 2" LDW B4E CSK	630	TR
1	Overhead Stop	1020Sa Series	US32D	AB
*	Desk Control Switch	15-2-3	BLK	SDCC
1	Gasketing	5050B (Head & Jambs)	NA	
1	Wiring Diagram	POINT TO POINT	SAFE	

**** See drawings for switch count. Include two LED status indicators (400U-L2 or L3) per building.***

NOTE: The push button toggle switch is to toggle the electric strike into being electrically locked or not. If the door is in the secure position the momentary push button can be depressed to let individuals in one at a time. If the opening happens to be in the unlocked toggle mode the Shelter repeater would interrupt power to the exit device and secure the opening if depressed. Share power supply and repeater signal with opening A105A

SET #05

1	Continuous Hinge	661HD UL	AL	ST
1	Continuous Hinge	661HD UL x EPT	AL	ST
1	Removable Mullion	KR822	600	PR
1	Exit Device	2101 LD	630	PR
1	Exit Device	MLR 2103 X 1703A	630	PR
1	Power Transfer	EPT-12C	628	PR
2	Rim Cylinder	12E-72 PATD	626	BE
1	Low Energy Operator	7100	628	HO
1	Door Closer	QDC111 SN (Top Jamb Mount)	689	SH
1	Drop Plate	8Q00470	689	SH
~~***2***~~	~~***Floor Magnet***~~	~~***2600 x Voltage (Tie to Fire alarm)***~~	~~***S1***~~	~~***AB***~~
2	Actuator	CL4163 x CL4638	630	SD
1	Radio Control Receiver	CL4485		SD
2	Radio Control Transmitter	CL4490		SD
1	Wiring Diagram	Point to Point (By Hardware Supplier)		BY
1	Shelter Repeater	(Share with opening A105A and A105B)		BE
1	Power Supply	10-1 1.5 AMP		RC
1	Actuator	CL4163	630	SD

1	Battery Backup	BB24-7		RC
1	Push Button toggle switch	15-2-3 (Locate as Directed by Architect)	US32D	SN

NOTE: Operation: Pressing the actuator switch initiates the door operator, which unlatches one exit device and opens the door. Free egress from the inside at all times. Shelter Lockdown: On signal from the Shelter system the exit devices on both doors are locked down and the vestibule mounted actuator switch is disabled. The push button toggle switch is to toggle the one electrified leaf into being electrically dogged or not. If the door is in the secure position the momentary push button can be depressed to let individuals in one at a time. If the opening happens to be in the unlocked toggle mode the Shelter repeater would interrupt power to the exit device and secure the opening. See drawings for switch count. Include two LED status indicators (400U-L2 or L3) per building.

SET #MISC

1	Key Switch	960-MA (Locate in Office)	628	RC
1	Mortise Cylinder	1E-74 PATD RP3 (For key switch)	626	BE
5	Power Supply	10-1 1.5 AMP		RC
1	Actuator	CL4163	630	SD
5	Battery Backup	BB24-7		RC
5	Shelter Repeater	SHX-RPT		BE
1	Shelter Gateway	SHX-GTW		BE
1	Shelter Gateway Power Supply	SHX-PTL x Battery Back Up		BE
30	Shelter FOB	SHX-FOB		BE
1	Software Upgrade	Licensing Fee 1 year “Per Shelter repeater” (Multiply out)		BE

END OF SECTION

SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL
(Revised by Addendum No. 1)

PART 1 – GENERAL

1.01 SUMMARY

A. The intent of Division 26, Electrical Specifications and Drawings is to provide a complete and workable facility, with complete systems as required by applicable codes, as indicated, and as specified.

B. Include work specified in Division 26, Electrical and as indicated on Drawings. Include appurtenances, connections, fasteners, and accessories required to make a complete working system, whether indicated or not indicated.

C. Refer to Division 01, General Requirements.

1.02 RELATED SECTIONS

A. Division 01, General Requirements

B. Division 26, Electrical

1.03 REFERENCES

A. The latest adopted revisions of the publications listed below apply to these Specifications as referenced:

1. IBC International Building Code
2. NEC National Electrical Code
3. NFPA National Fire Protection Association
4. NEMA National Electrical Manufacturers Association
5. NECA National Electrical Contractors Association
6. ANSI American National Standards Institute
7. IEEE Institute of Electrical and Electronic Engineers
8. UL Underwriters Laboratories

1.04 SYSTEM DESCRIPTION

A. Ground Systems:

1. Provide complete ground systems indicated.
2. Include conduit system, transformer housings, switchboard frame, and neutral bus, motors, and miscellaneous grounds required by Contract Documents and by applicable codes.

B. System Identification:

1. Clearly identify elements of the Project electrical system to indicate the loads served, or the function of each item of equipment, connected under this work.
2. Comply with requirements of Division 26, Electrical, and with applicable codes.

C. Drawings:

1. Drawings are diagrammatic. They do not show every offset, bend, tee, or elbow, which may be required to install work in the space, provided and avoid conflicts with other construction.
   a. Prior to installing work, take field dimensions, and note conditions available for, installation.

b. Follow the Drawings as closely as practical to do so, and install additional bends, offsets, and elbows where required by installation conditions.

1) Additional offsets, bends, and other connectors are subject to approval by Project Engineer.

2) Install additional offsets, bends, and other connectors without additional cost to Owner.

c. The right to make any reasonable changes in outlet location prior to roughing in is reserved to the Owner's Representative.

2. Luminaire Designations:

a. Lower case letters adjacent to devices or luminaires indicate switching arrangement or circuit grouping.

b. Numbers adjacent to devices indicate circuit connection.

3. Circuits and Switching:

a. Do not change branch circuiting and switching indicated; nor combine homeruns, without Engineer's prior approval.

b. Do not combine or change feeder runs.

4. Circuit Conductors:

a. Cross or hash marks on conduit runs indicate quantity of No. 12 copper branch circuit conductors, unless otherwise noted.

b. Where such marks do not appear, provide quantity of circuit conductors to the outlets shown to perform the control or circuiting indicated.

c. Include ground, travelers, and switch legs required by the circuiting arrangement indicated.

d. Provide a dedicated neutral conductor with each circuit. Do not use a shared neutral conductor between phases unless, requested or directed.

1.05 SUBMITTALS

A. Comply with Division 01, General Requirements.

B. Contractor Responsibilities:

1. Submit submittals one time and in proper order.

2. Ensure equipment will fit in the space provided.

3. Deviations from the Drawings and Specifications specifically noted in the submittals. Failure to comply will automatically void any implied approval for use of the equipment on this project.

C. Shop Drawings and Equipment Data:

1. Combine electrical shop drawings and equipment data in Submittal binders.

2. Include in Submittal binders:

a. Complete index of materials and equipment as required by Specifications to be documented by submittals.

b. Fully describe equipment furnish per manufacturer's detailed

c. All deviations from the Drawings and Specifications, noted on the submittals. Failure to comply will automatically void any implied approval for use of the equipment on this project.

D. Installation Drawings:

1. Submit prior to starting installation.

2. Show outlets, devices, terminal cabinets, conduits, wiring, and connections required for the complete system described.

E. Record Drawings:

1. Keep record drawings up to date as the work progresses.
2. Show changes, deviations, addendum items, change orders, corrections, and other variations from the Contract Drawings.
3. Keep record drawings at the jobsite and available for the Architect's review.
4. At the completion of the work, incorporate all deviations from the installation drawings to indicate as-built conditions.
5. Description of system.
6. Operating Sequence and Procedures:
   a. Step-by-step procedure for system start-up, including a pre-start checklist.
      1) Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
   b. Detailed instruction in proper sequence, for each mode of operation (i.e., day-night, staging of equipment).
   c. Emergency Operation:
      1) If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under those conditions.
      2) Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components or other unusual condition.
   d. Shutdown Procedure:
      1) Include instructions for stopping and securing the equipment after operation.
      2) If a particular sequence is required, give step-by-step instructions in that order.
7. Preventive Maintenance:
   a. Schedule for preventive maintenance.
      1) State the recommended frequency of performance of each preventive maintenance task such as cleaning, inspection, and scheduled overhauls.
   b. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
   c. Inspection: If periodic inspection of equipment is required for operation, cleaning, or other reasons, indicate the items to be inspected and give the inspection criteria.
   d. Provide instructions for lubrication and adjustments required for preventive maintenance routines. Identify test points and given values for each.
8. Manufacturers' Brochures:
   a. Include manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views, and renewal parts lists.

b. Clearly define manufacturers' standard brochures so that the information applying to the actual installed equipment.

9. Results of performance testing, as specified in PART 3 of this Section.

F. Submittals Procedures:

1. Review and recommendations by the Architect or Engineer are not to be construed as change authorizations.

2. Either if discrepancies are discovered between the materials or equipment submitted, and the Contract Documents, prior to or after the data is processed, the Contract Documents govern.

1.06 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Products and equipment comply with Oregon Revised Statute (ORS) 453.005(7)(e) prohibiting pentabrominated, octabrominated, and decabrominated diphenyl ethers. Where products or equipment within this specification contains these banned substances, provide complying products and equipment from approved manufacturers with equal performance characteristics.

2. Provide work and materials conforming to:

a. Local and State codes.

b. Federal and State laws and regulations.

c. Other applicable laws and regulations.

3. Obtain and pay for all permits, licenses, and inspection certificates required by authorities having jurisdiction.

4. Pay any other fees required by governing authorities for work of this Division.

B. Install only electrical products listed by a recognized testing laboratory, or approved in writing by the local inspection authority as required by governing codes and ordinances.

1.07 SITE VISITATION

A. Visit the site prior to bidding and become familiar with existing conditions and other factors which may affect the execution of the work. Complete coordination of installation of equipment with prior bid packages previously issued. Include related costs in the initial bid proposal.

1.08 COORDINATION

A. Coordinate Work of This Division with all other trades to ensure proper installation of electrical equipment.

1. Review Drawings of other trades or crafts to avoid conflicts with cabinets, counters, equipment, structural members, and other possible impediments to electrical work.

2. Report potential conflicts to the Architect prior to rough-in.

3. Proceed with rough-in following Architect's directives to resolve conflicts.

4. Architectural Drawings govern.

B. Verify the physical dimension of each item of electrical equipment to fit the available space. Contractor's responsibility includes:

1. Coordination of the equipment to fit into the available space.

2. Access routes through the construction.

C. Layout Drawings:

1. Equipment arrangement shown on Drawings is diagrammatic to indicate general equipment sizing and spatial relationship. Include, as part of distribution equipment submittal, a scaled floor plan, which includes equipment shown with their submitted sizes. Include all feeder conduit routing, both aboveground and underground, including termination points at equipment. Submit for Engineer's review prior to commencing work.

2. Provide additional wiring details at switchboards, motor control centers, and other areas where work is of sufficient complexity to warrant additional detailing for coordination.

3. Submit layout drawings for approval prior to commencing field installation.

D. Where electrical connections are required for equipment provided as Work of other Divisions, coordinate rough in and wiring requirements for that equipment with its supplier and installer prior to commencing work. Notify Architect and Engineer of any discrepancies between the actual rough in and wiring requirements, and those identified on Drawings for resolution prior to installation.

E. Arrange raceways, wiring, and equipment to permit ready access to switches, motors, and control components.

1. Keep doors and access panels clear.

F. Coordinate electrical, telephone, and other utility services with the appropriate serving utility.

1. No additional compensation will be allowed the Contractor for connection fees or additional work or equipment required by the serving utility, but not covered in the Drawings or Specifications.

G. Coordinate underground work with other contractors working on the site.

1. Coordinate particularly with contractors installing storm sewer, sanitary sewer, water, and irrigation lines to avoid conflicts.

2. Common trenches may be used with other trades, providing clearances required by codes and ordinances are maintained.

H. ***Shelter System and Door Access System (lockdown, security) (Revised by Addendum No. 1)***

1. ***Provide power connections to equipment and power supplies of approved equipment. Coordinate exact location and power connection requirements with installer. Provide hard wired connection to equipment unless otherwise requested by Shelter system and Door Access system installers.***

2. ***Provide controls interface with door operators and door holders. Provide proxy relays, contactors, and connections between door hardware and Shelter/Door Access systems for interfacing power and controls. Refer to door hardware specifications and architectural documents for additional requirements.***

1.09 CHANGE ORDERS

A. Supplemental cost proposals by the Contractor accompanied with a complete itemized breakdown of labor and materials. At the Architect's request, make available estimating sheets for the supplemental cost proposals. Separate and allocate labor for each item of work.

1.10 WARRANTY

A. Provide a written warranty covering the work of this Division as required by the General Conditions.

1. Incandescent Lamps: Excluded from this warranty.

B. Apparatus:

1. Free of defects of material and workmanship and in accord with the Contract Documents.
2. Built and installed to deliver its full rated capacity at the efficiency for which it was designed.
3. Operate at full capacity without objectionable noise or vibration.

C. Include in Contractor's warranty for Work of Division 26, Electrical system damage caused by failures of any system component.

D. General:

1. The electrical work of this project is complex in nature and has an inherent sequence, which may not be readily discernable.
2. Provide a guide to the Contractor; the following construction sequence has been developed.
3. This sequence is not necessarily all-inclusive, but work listed is within the project scope of work.

PART 2 – PRODUCTS

2.01 GENERAL

A. Where specified materials or methods conflict with applicable codes, the more stringent requirement applies.

B. Provide apparatus built and installed to deliver its full rated capacity at the efficiency for which it was designed.

C. Ensure that entire electrical system operates at full capacity without objectionable noise or vibration.

D. Materials and Equipment:

1. Use materials and equipment that are:
   a. New
   b. Quality meeting or exceeding specified standards.
   c. Free of faults and defects.
   d. Conforming to Contract Documents.
   e. Of size, make, type, and quality specified.
   f. Suitable for the installation indicated.
   g. Manufactured in accordance with NEMA, ANSI, UL, or other applicable standards.
   h. Otherwise as specified in Division 01, General Requirements.
2. Equipment not meeting all requirements will not be acceptable, even though specified by name.
3. Where two or more units of the same class of equipment are furnished, use products of the same manufacturer.
   a. Component parts of the entire system need not be products of same manufacturer.
4. Basis of Design:
   a. Consider the Basis of Design equipment scheduled or specified by performance or model number.

b. If other equipment is provided in lieu of the Basis of Design equipment, assume responsibility for all changes and costs which may be necessary to accommodate this equipment, including, but not limited to:

1) Different sizes and locations for connections.

2) Different dimensions.

3) Different access requirements.

4) Other differences.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

1. Provide a complete properly operating system for each item of equipment specified.
2. Install materials in a neat and professional manner.
3. Comply with equipment manufacturer's written instructions, the best industry practices, and the Contract Documents.
4. Comply with latest published NECA Standard of Installation, and provide competent supervision.

B. Clarification:

1. Where there is a conflict among manufacturer's instruction, best practice, and the Documents, request clarification from the Architect prior to rough-in.
2. Architect's decision will be final.
3. Remove and correct work installed without clarification at no cost to the Owner.

C. Existing concrete, block, or brick walls are considered not accessible and may require use of Surface Mounted Raceway (SMR) if existing concealed raceway and device boxes are not available for reuse or do not meet the intent of the design (i.e., proximity to egress path, point of use, etc.). Coordinate route and installation where SMR is required with the Architect/Engineer prior to rough-in. Responsible for reinstalling SMR routed without such prior approval to the Architect's satisfaction.

D. Existing stud walls (wood or metal) with or without blocking with plaster, plasterboard, or paneling finish are considered accessible with accessible ceiling, attic, tunnel, or crawl space above, below, or adjacent. Remove, patch, and repair finished surface as required to conceal rough in for new device locations. If it is determined that a specific instance will not permit concealment of rough-in due to obstructions such as beams, headers, and other structural elements, prior approval before rough-in from the Architect is required.

3.02 INSTALLATION IN RATED CONSTRUCTION

A. Install intumescent material around ducts, conduits, and other electrical elements penetrating rated construction.

B. Comply with firestop materials manufacturer written instructions to prevent spread of smoke or fire through sleeves or block-outs penetrating rated fire barriers.

C. Provide firestop materials specified in Division 07, and as follows:

1. Capable of passing a 3-hour test per ASTM E-814 (UL 1479).
2. Consisting of material capable of expanding nominally eight times when exposed to temperatures of 250 degrees F-350 degrees F.
3. An alternate method utilizing intumescent materials in caulk or putty complying with Division 07, Thermal and Moisture Protection Section, "Through-Penetration Firestop Systems" may be used.

3.03 NOISE CONTROL

A. Minimize transmission of noise between occupied spaces.

B. Outlet Boxes:

1. Do not install outlet boxes on opposite sides of partitions back to back.
2. Do not use straight through outlet boxes, except where indicated.

C. Conduit:

1. Route conduit along corridors or other “noncritical” space to minimize penetrations through sound rated walls, or through non-sound-rated partitions between occupied spaces.
2. Grout solid and airtight all penetrations through sound rated partitions.
3. Use flexible connections or attachments between independent wall structures.
   a. Do not rigidly connect (i.e., bridge) independent wall structures.

D. Do not install contactors, transformers, starters, and similar noise-producing devices on walls that are common to occupied spaces, unless otherwise indicated.

1. Where such devices are indicated to be mounted on walls common to occupied spaces, use shock mounts, or otherwise isolate them to prevent the transmission of noise to the occupied spaces.

E. Ballasts, contactors, starters, transformers, and like equipment which are found to be noticeably noisier than other similar equipment on the project will be deemed defective and shall be replaced.

3.04 EQUIPMENT CONNECTIONS

A. General:

1. Provide complete electrical connections for all items of equipment requiring such connections, including incidental wiring, materials, devices, and labor necessary for a finished working installation.
2. Verify the location and method for connecting to each item of equipment prior to roughing-in.
3. Check the amperage, maximum overcurrent protection, voltage, phase, and similar attributes of each item of equipment before rough in and connection.

B. Motor Connections:

1. Make motor connections for the proper direction of rotation.
2. Minimum Size Flex for Mechanical Equipment: 1/2-inch; except at small control devices where 3/8-inch flex may be used.
3. Exposed Motor Wiring: Jacketed metallic flex with minimum 6-inches slack loop.
4. Do not test run pump motors until liquid is in the system.

C. Control devices and wiring relating to the HVAC systems are furnished and installed under Division 23, HVAC; except for provisions or items indicated in Division 26, Electrical Drawings and Specifications.

3.05 EQUIPMENT SUPPORT

A. Minimum Support Capacity:

1. Provide fastening devices and supports for electrical equipment, luminaires, panels, outlets, and cabinets capable of supporting not less than four times the ultimate weight of the object or objects fastened to or suspended from the building structure.

B. Luminaire Supports:

1. Support luminaires from the building structure.

2. Use supports that provide proper alignment and leveling of luminaires.
3. Where permitted at exposed luminaires, install flexible connections neat and straight, without excess slack, and attached to the support device.

C. Support all junction boxes, pull boxes, or other conduit terminating housings located above the suspended ceiling from the floor above, roof, or penthouse floor structure to prevent sagging or swaying.

D. Conduits:

1. Support suspended conduits 1-inch and larger from the overhead structural system with metal ring or trapeze hangers and threaded steel rod having a safety factor of four.
2. Conduits smaller than 1-inch installed in ceiling cavities, may be supported on the mechanical system supports when available space and support capacity has been coordinated with the subcontractor installing the supports.
3. Anchor conduit installed in poured concrete to the steel reinforcing with No. 14 black iron wire.

E. Powder actuated or similar shot-in fastening devices will not be permitted for any electrical work except by special permission from the Architect.

3.06 ACCESS DOORS

A. Location and size of access doors is Work of Division 26, Electrical.

B. Furnishing and installation of access doors is work of Division 08, Openings.

3.07 ALIGNMENT

A. Install panels, cabinets, and equipment level and plumb, parallel with structural building lines.

B. Install distribution equipment and electrical enclosures fitted neatly, without gaps, openings, or distortion.

C. Properly and neatly, close unused openings with approved devices.

D. Fit surface panels, devices, and outlets with neat, appropriate, trims, plates, or covers without overhanging edges, protruding corners, or raw edges.

3.08 CUTTING AND PATCHING

A. General:

1. Comply with Division 01, General Requirements.
2. Restore to original condition new or existing work cut or damaged by installation, testing, and removal of electrical Work.
3. Patch and finish spaces around conduits passing through floors and walls to match the adjacent construction, including painting or other finishes.
4. Clean up and remove all dirt and debris.

B. Make additional required openings by drilling or cutting. Use of jackhammer is prohibited.

C. Cut oversize fill holes so that a tight fit is obtained around the objects passing through.

1. In rated construction, comply with Division 07, Thermal and Moisture Protection.

D. Obtain Architect’s permission and direction prior to piercing beams or columns.

E. Where alterations disturb lawns, paving, walks, and other permanent site improvements, repair and refinish surfaces to condition existing prior to commencement of work.

3.09 PROTECTION OF WORK

A. Protect electrical work and equipment installed under this Division against damage by other trades, weather conditions, or any other causes.

1. Equipment found damaged or in other than new condition will be rejected as defective.

B. Keep switchgear, transformers, panels, luminaires, and electrical equipment covered or closed to exclude dust, dirt, and splashes of plaster, cement, paint, or other construction material spray.

1. Equipment not free of contamination is not acceptable.

C. Provide enclosures and trims in new condition, free of rust, scratches, and other finish defects.

1. If damaged, properly refinish in a manner acceptable to the Architect.

3.10 UNINTERRUPTED SERVICE

A. Maintain electrical service to all functioning portions of the building throughout construction.

B. Pre-arrange with Owner outages necessary for new construction.

1. Comply with Division 01, General Requirements.
2. Apply for scheduled shutdowns minimum 4 weeks prior to time needed and reconfirm a minimum of 72 hours prior to time needed.
3. Contractor is liable for any damages resulting from unscheduled outages or for those not confined to the pre-arranged times. Damages include costs incurred by the Owner and by the Owner's tenants.

C. Maintain signal and communication systems and equipment in operation at all times.

1. Outages of these systems shall be treated the same as electrical power outages.

D. Maintain telephone services in accordance with Division 01, General Requirements.

3.11 DEMOLITION AND SALVAGE

A. General:

1. Remove or relocate all electrical wiring, equipment, luminaires, etc., as may be encountered in removed or remodeled areas in the existing construction affected by this work.
2. Disconnect electrical service to hard-wired equipment scheduled for removal under other Divisions of Work.
3. Wiring which serves usable existing outlets restored and routed clear of the construction or demolition.
4. Safely cut off and terminate wiring abandoned and removed to leave site clean.

B. Reuse of Existing:

1. Existing concealed conduits in good condition may be reused for installation of new wiring where available.
2. Existing undamaged, properly supported surface conduits may be reused where surface conduits are called for, if the installation meets all workmanship requirements of the Specifications.
3. Where new wiring is added or existing wiring disturbed in existing branch circuit raceways, existing wires replaced with new.

C. Salvage and Disposal:

1. Removed materials, not containing hazardous waste, not scheduled for reuse shall become the property of the Contractor for removal from the site, except for those items specifically indicated on the Demolition Drawings for salvage or reuse.
2. Materials containing, or possibly containing, hazardous waste identified for removal and disposal by the Owner's Hazardous Waste Contractor.
3. Neatly store salvaged items at one location at the site where directed by the Owner's Representative.
4. Salvage properly operating circuit breakers from panels scheduled for removal and use to replace faulty or inadequate breakers in existing panels scheduled to remain.

3.12 WIRING IN PRECAST CONSTRUCTION

A. Coordinate installation of electrical conduit, boxes, fittings, anchors, and miscellaneous items concealed in precast concrete assemblies with the General Contractor.

B. Where electrical items are required to be installed in concrete assemblies precast off-site, it will be the Electrical Contractor's responsibility to place the electrical items necessary in the concrete at the off-site locations or pay for the General Contractor to make arrangements for the installation of these items in the precast assemblies. Electrical Contractor held responsible for the proper placement and locations of electrical items at the off-site location.

3.13 COMPLETION AND TESTING

A. General:

1. Comply with Division 01, General Requirements.

B. Upon completion, test systems to show that installed equipment operates as designed and specified, free of faults and unintentional grounds.

1. Schedule system tests so that several occur on the same day.
2. Coordinate testing schedule with construction phasing.
3. Conduct tests in the presence of the Architect or its representative.
4. Notify Architect of tests 48 hours in advance.

C. Engage a journeyman electrician with required tools to conduct equipment tests. Arrange to have the equipment factory representative present for those tests where the manufacturer's warranty could be impacted by the absence of a factory representative.

D. Perform tests per the requirements of each of the following systems:

1. Fire Alarm System

E. Provide a written record of performance tests and submit with operation and maintenance data.

END OF SECTION

West Linn – Wilsonville Schools

Non-Mandatory Pre-Bid Conference Sign In

Group 1- Bid Pack Wilsonville - Project #19045.009

DATE: May 14, 2020

Print Name	Firm	Phone #	E-Mail
Madison Pihl	First Cascade Corp	503 4607079	madisonp@firstcascade.com
AARON ADAMS	CEDAR MILL CORP	5038859370	aaron@cedarmillco.com
Jason Morris	TEAM ELECTRIC	503-557-7180	MIKET@TEAMELECTRICCO.COM
Dan Hirte	Brockamp & Jaeger	503-655-9157	DANH@BROCKAMP-JAEGER.COM
JOEL FAUST	Hanny's locksmith	360-606-1418	JFAUST@Hannyslocksmith.com
GRANT LARSEN	KIRBY NAGELHOUT	(310) 347-2190	GRANTL@KIRBYNAGELHOUT.COM
Kevin Folker	2KG Contractors	503-489-2020	2kgcontractors@msn.com
Fletcher Hurt	Pence Construction	971-284-4124	fletcherh@pence.com

Department of Operations
2755 SW Borland Road, Tualatin, Oregon 97062
503-673-7995 Fax 503-638-9143 • www.wlwv.k12.or.us

AIA® Document A101® – 2017

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

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

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

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

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

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

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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Without limiting other rights allowed to the Owner under the terms of the Agreement, Liquidated Damages shall be assessed by the Owner against Contactor for failure to meet substantial and final completion dates as follows:

§ 4.5.1 Failure to meet Substantial completion date: $----/day until substantial completion is achieved.

§ 4.5.3 Liquidated damages for substantial shall be cumulative to the extent both conditions exist.

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§ 4.5.4 Should the Contractor fail to achieve Substantial Completion at the time required under the Contract Documents for Final completion, Owner reserves the right, at its sole discretion, to waive liquidated damages and pursue compensation for actual damages incurred or may elect to continue liquidated damages at the rates established herein.

§ 4.6 Other:
(Paragraph deleted)
Not Applicable

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. Payments shall be made in accordance with the Oregon Prompt Payment Act, ORS 279C.570

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of the month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

Five Percent (5.00%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate
(Paragraphs deleted)
required under Oregon law.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

Remo Douglas, Senior Program Manager, douglasr@wlwv.k12.or.us
And/Or Scott Johnson, Senior Project Manager, johnsons@wlwv.k12.or.us

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

§ 8.7 Other provisions:
§ 8.7.1 The Contractor represents and warrants to the Owner, in addition to the other representations and warranties contained in the Contract Documents and as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution of this Agreement and the Final Completion of the Work, as follows:

.1 **that the Contractor is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform and complete the Work as described in the Contract Documents and to otherwise perform its obligations under the Contract Documents;**

.2 **that the Contractor is able to furnish the labor, services, materials, equipment, facilities, supervision, Project management and other services necessary and required to perform and complete the Work and to otherwise perform its obligations under the Contract Documents, and has sufficient experience and competence to do so;**

.3 **that the Contractor is authorized to do business in the state where the Project is located and is properly licensed and registered by all necessary governmental and quasi-public authorities having jurisdiction over the Contractor, the Work and the Project; and**

.4 **that the Contractor's execution of this Agreement and its performance of the Contract is within its duly authorized powers.**

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§ 8.7.2 The Contractor hereby agrees that the Project will be completed substantially in accordance with building permits and any other permits related to development of the Project, the Contract Documents and unless otherwise provided in the Contract Documents all manufacturers' or suppliers' recommended installation procedures so as to preserve any warranties with respect thereto, free and clear of all liens or encumbrances and within the time set forth in the Contract Documents. Contractor does further agree that on the date of Substantial Completion, the Project shall comply with all applicable building laws, ordinances, rules and regulations known, or which should in the exercise of reasonable care be known, to Contractor, and that all utility services necessary for the operation of the Project shall have been provided to the Project within the time for completion of construction

§ 8.7.3 Interpretation. The Contract Documents have been carefully reviewed and negotiated by both parties at arm's length, and they shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel. Section headings are for convenience only and shall not be a part of the Contract Documents or considered in their interpretation. The Exhibits attached hereto are made a part hereof.

§ 8.7.4 If the Contractor fails, neglects or refuses to make prompt payment for labor, materials, equipment or other services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the Owner may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

§ 8.7.5 This Contract is subject to the State of Oregon Bureau of Labor and Industries Prevailing Wage Rates, and Contractor shall pay or cause to be paid all workers accordingly. For this contract, the 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2019. Such rates may be found at the Bureau's web site www.boli.state.or.us as in effect on the Publication Date.

§ 8.7.6 The Contractor shall make available to the Owner any and all financial record documents and auditable project records, as it relates to this agreement, upon written request, within a timely manner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Table deleted)(Paragraphs deleted)
(Table deleted)(Paragraphs deleted)
(Table deleted)
(Paragraph deleted)

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

Exhibit B: Construction Documents List
Exhibit C: Forms of Claim Waivers and Release
Exhibit D: Contract Provisions from ORS Chapters 279A and 279C, the Attorney General Model Public Contracting Rules and Other Laws
Exhibit E: Owner's Solicitation: ITB [_____] including issued Addenda

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Exhibit F: Contractor's Bid dated [_____]s

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

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

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Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 3

Without limiting other rights allowed to the Owner under the terms of the Agreement, Liquidated Damages shall be assessed by the Owner against Contactor for failure to meet substantial and final completion dates as follows:

§ 4.5.1 Failure to meet Substantial completion date: $----/day until substantial completion is achieved.

§ 4.5.3 Liquidated damages for substantial shall be cumulative to the extent both conditions exist.

§ 4.5.4 Should the Contractor fail to achieve Substantial Completion at the time required under the Contract Documents for Final completion, Owner reserves the right, at its sole discretion, to waive liquidated damages and pursue compensation for actual damages incurred or may elect to continue liquidated damages at the rates established herein.

~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~
Not Applicable

PAGE 4

§ 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. Payments shall be made in accordance with the Oregon Prompt Payment Act, ORS 279C.570

§ 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:~~

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of ~~a~~ the month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~day of the~~ thirtieth (30) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~( )~~ Thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

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

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Five Percent (5.00%)
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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate ~~stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*~~

~~%~~ required under Oregon law.

...

[**X**] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
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Remo Douglas, Senior Program Manager, douglasr@wlwv.k12.or.us
And/Or Scott Johnson, Senior Project Manager, johnsons@wlwv.k12.or.us

...

§ 8.7.1 The Contractor represents and warrants to the Owner, in addition to the other representations and warranties contained in the Contract Documents and as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution of this Agreement and the Final Completion of the Work, as follows:

.1 that the Contractor is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform and complete the Work as described in the Contract Documents and to otherwise perform its obligations under the Contract Documents;

.2 that the Contractor is able to furnish the labor, services, materials, equipment, facilities, supervision, Project management and other services necessary and required to perform and complete the Work and to otherwise perform its obligations under the Contract Documents, and has sufficient experience and competence to do so;

.3 that the Contractor is authorized to do business in the state where the Project is located and is properly licensed and registered by all necessary governmental and quasi-public authorities having jurisdiction over the Contractor, the Work and the Project; and

.4 that the Contractor's execution of this Agreement and its performance of the Contract is within its duly authorized powers.

§ 8.7.2 The Contractor hereby agrees that the Project will be completed substantially in accordance with building permits and any other permits related to development of the Project, the Contract Documents and unless otherwise provided in the Contract Documents all manufacturers' or suppliers' recommended installation procedures so as to preserve any warranties with respect thereto, free and clear of all liens or encumbrances and within the time set forth in the Contract Documents. Contractor does further agree that on the date of Substantial Completion, the Project shall comply with all applicable building laws, ordinances, rules and regulations known, or which should in the exercise of reasonable care be known, to Contractor, and that all utility services necessary for the operation of the Project shall have been provided to the Project within the time for completion of construction

§ 8.7.3 Interpretation. The Contract Documents have been carefully reviewed and negotiated by both parties at arm's length, and they shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel. Section headings are for convenience only and shall not be a part of the Contract Documents or considered in their interpretation. The Exhibits attached hereto are made a part hereof.

§ 8.7.4 If the Contractor fails, neglects or refuses to make prompt payment for labor, materials, equipment or other services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such

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claim becomes due, the Owner may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

§ 8.7.5 This Contract is subject to the State of Oregon Bureau of Labor and Industries Prevailing Wage Rates, and Contractor shall pay or cause to be paid all workers accordingly. For this contract, the 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2019. Such rates may be found at the Bureau's web site www.boli.state.or.us as in effect on the Publication Date.

§ 8.7.6 The Contractor shall make available to the Owner any and all financial record documents and auditable project records, as it relates to this agreement, upon written request, within a timely manner.

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

~~.5 Drawings~~

~~Number~~	~~Title~~	~~Date~~

~~.6 Specifications~~

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

~~.7 Addenda, if any:~~

~~Number~~	~~Date~~	~~Pages~~

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

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

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

_____

~~[ ] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

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~~[ ] Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

...

Exhibit B: Construction Documents List
Exhibit C: Forms of Claim Waivers and Release
Exhibit D: Contract Provisions from ORS Chapters 279A and 279C, the Attorney General Model Public Contracting Rules and Other Laws
Exhibit E: Owner's Solicitation: ITB [_____] including issued Addenda
Exhibit F: Contractor's Bid dated [_____]s

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Certification of Document's Authenticity

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 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..

§ 1.1.2.1 Notwithstanding Section 1.1.2, the Owner is (1) a third-party beneficiary of subcontracts, purchase orders and similar agreements between the Contractor and its Subcontractors and between Subcontractors and their Subcontractors, as set out in Section 5.3, and (2) a contingent assignee of such subcontracts, purchase orders and similar agreements, as set out in Section 5.4.

§ 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 shall consist of all items set forth in, required by or reasonably inferable from Contract Documents in order to fully complete the Project, including, unless otherwise specifically excluded, all demolition and construction services, supervision, administration, coordination, tests, inspections, clean up, repairs and other items that are necessary and appropriate, together with the additional, collateral and incidental work and services required for completion of the Work as set forth in the Contract Documents.

§ 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. The stamped, signed and permitted Contract Documents are the official documents from which the Project is to be constructed. In the event that BIM documents are generated, BIM documents are solely for the purpose of facilitating the parties' understanding of the Project. BIM documents are diagrammatic and may not represent actual conditions. Actual conditions may vary.

§ 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

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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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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. The Work includes, unless specifically excluded, all demolition and construction services, construction supervision, administration, coordination, acquisition of permits and approvals, tests, inspections, clean up, repairs, and other items that are necessary and appropriate to complete construction of the Work together with the additional collateral and incidental work and services required for completion of the Work as set forth in the Contract Documents. Contractor is responsible for performing and completing the Work in a manner that provides a complete and functional Project for the Owner, and the Work includes all materials and labor required for provision of such a Project. References in the specifications to an article, device or piece of equipment in the singular shall apply to as many such articles, devices or pieces of equipment as are necessary to complete the installation.

§ 1.2.1.1 If any provision of this Contract at any time is determined to be invalid, void or otherwise unenforceable for any reason, then the remaining provisions or portions of provisions shall remain in full force and effect and the offending provision shall be given the broadest meaning and effect allowed by law. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.2.4 In the event of conflicts, inconsistencies, discrepancies or ambiguities between or among the Contract Documents, interpretations shall be based on the following order of precedence:

.1 Modifications of the Contract, with those of later date having precedence over those of earlier date, and with those of the same date having precedence based upon Clauses
.2 through .6 of this Section 1.2.4; .2 the Agreement;
.3 these General Conditions;
.4 addenda, with those of later date having precedence over those of earlier date;
.5 the Drawings, with those in larger scale having precedence over those in smaller scale, and with notes and schedules thereon having precedence over the remainder; and
.6 the Specifications.
.7 Owner's Solicitation

§ 1.2.5 In the event of conflicts, inconsistencies, discrepancies or ambiguities between or among the Drawings, or between or among the Specifications, remaining after application of Section 1.2.4, those Drawings or Specifications of later date shall have precedence over those of earlier date. Drawings govern Specifications for quantity and location and Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the better quality shall govern. Work described in the specifications that is not specifically located

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on the drawings is nonetheless included in the Work. Items reasonably inferred from the Drawings but not in the Drawings (e.g., missing doorknobs, electrical connections to HVAC, etc.) shall be deemed part of the Drawings. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Figured or written dimensions govern scale dimensions, and large scale Drawings govern small scale Drawings; provided that where the Contract Documents provide for different or conflicting standards or requirements as to any portion of the Work, Contractor shall be obligated to provide the better quality, greater quantity, or comply with the more stringent requirements. Dimensions shall be computed rather than determined by ruler or scaling the drawings.
In the event that work is shown on Drawings but not contained in Specifications or contained in the Specifications and not shown on the Drawings, it will be assumed the work as shown shall be provided at no change in the Contract Sum or Contract Time, according to the Drawings and/or Specifications. The Contractor shall not be entitled to an increase in the Contract Sum or Time arising out of an error or conflict where the Contractor failed adequately to review the Contract Documents and timely report the error or conflict to the Owner and the Architect. If a conflict, inconsistency, discrepancy or ambiguity nonetheless remains, the Contractor shall provide written notice thereof to the Architect and the Owner. Thereafter, unless otherwise ordered in writing by the Architect, the Contractor shall provide the better quality of, and the greater quantity of, the Work. The provisions of this Section 1.2.5 shall apply only to conflicts, inconsistencies, discrepancies or ambiguities in express requirements of the Drawings and Specifications and not to interpretations thereof by the Owner or the Architect.

§ 1.2.6 Where a conflict in Contract Document requirements occurs between the Specifications and Drawings or between Drawings only and clarification is not secured in writing prior to the Contractor's bid date or execution of this Agreement, whichever is earlier, the Contractor and its subcontractors at all tiers assume the responsibility and bear the risk that the bid assumption differs from the actual requirements of the Project. The Architect shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and subject to the approval of the Owner, the Contractor shall perform the Work consistent with the Architect's decision without adjustment of the Contract Sum or Contract Time.

Copied above.

Covered above.

§ 1.3 Capitalization

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

§ 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

(Paragraph deleted)

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor and its Sub-Contractors may retain one record set. Unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise agreed with the Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not

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use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner (the Contractor acknowledges the Architect's consent also may be required and if so the Contractor shall procure such consent).

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If the parties intend to transmit Drawings or Specifications or any other information or documentation in digital form, they shall comply with the Owner's identified protocols or, in the absence of such protocol, shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. (Need to discuss or determine what is used to establish digital transmission)

§ 1.9 Execution of Contract Documents The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Contractor is responsible for identifying such unsigned Document prior to initiating the Work.

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. . Changes to the Contract involving modifications to the Contract Time or Contract Sum must be signed by an authorized representative of the Owner. The term "Owner" means the Owner or the Owner's authorized representative. The only entity or person authorized to act for the Owner means the authorized representative outlined above, including any substituted authorized representative. Teachers, staff, a principal, custodians or others at the school who are not the Owner's authorized representatives are not authorized to act for Owner as to any matter regarding this Contract.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.1.3 Owner shall have the right, but not the obligation, to have a representative on-site (who need not be the Owner's Representative identified above) to observe the progress of the Work. The presence of the Owner's representative shall in no way relieve the Contractor of Contractor's obligations to supervise the Work so that the Work is in conformity with the Contract Documents. The presence of Owner's representative on-site shall not he deemed in any respect to constitute an approval or concurrence by Owner that any portion of the Work has been properly executed, installed or completed in accordance with the Contract Documents, nor an assumption of any duty for the means and methods of performance of the Work. Owner's representative shall be entitled to make notes or

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audio or video recordings of conditions and activities observed and shall have the right to inspect and review activity reports, Contractor's logs or other information available on-site, or at Contractor's offices, provided that Owner Representative shall not materially delay the progress of the Work in undertaking such activities.

§ 2.2 Evidence of the Owner's Financial Arrangements **(This is broken out from Information and services required of the owner to its own section. I would suggest staying with what is in 2007 but either works)**

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 **(Requirement for retaining a architect was in section 4.1.1 move to here should be discussed as to verbiage)**

§ 2.3.3 (Moved from 4.1.3 discuss)

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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. This right shall be in addition to, and not in restriction of, the Owner's other rights under this Agreement and at law, and its exercise shall not excuse the Contractor from damages caused by breach of this Agreement or its responsibility for full performance of this Agreement Any order issued under the terms of this paragraph shall be construed as a delay to the Work caused by the Contractor and shall in no way be interpreted as to be attributable the Owner.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Owner's Audit Rights § 2.6.1 The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and the Architect at regular intervals, using Contractor's job-cost tracking system. The Contractor shall make available to the Owner any and all financial record documents and auditable project records, as it relates to this agreement, upon written request, within a timely manner.

§ 2.6.2 The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Owner's agents or authorized representatives. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract and records relating to the performance of the Work. The Contractor shall preserve such records for a period of at least three years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract

§ 2.6.3 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agents or authorized representatives shall have access to said records from the commencement of the Contract for the duration of the Work and thereafter.

§ 2.6.4 The Owner's agents or authorized representatives shall have access to all of the Contractor's facilities and databases where such records are located, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

§ 2.7 Nonwaiver of Rights By the Owner No action or inaction on the part of the Owner at any time in the exercise of any right or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the Owner of any of its rights or remedies

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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.

§ 3.1.1.1 Unless they leave the employ of the Contractor, the Contractor's Superintendent(s) and Project Manager(s) identified in this Agreement shall serve in these positions throughout the duration of the Contractor's performance of the Contract except as approved otherwise in writing in advance by the Owner. Persons named to replace those set out above shall be approved in writing in advance by the Owner. The Owner's approvals as required by this Clause shall not unreasonably be withheld. The Project Manager and Superintendent shall, among other things, supervise and coordinate all Work on the Project and shall attend and participate in all meetings throughout the Project unless excused from such attendance by the Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. applicable public contracting laws and in accordance with the rules, codes or requirements of any agency having jurisdiction over the Work.

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

§ 3.1.4 The Contractor shall be and operate as an independent contractor under this Contract and in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. In no event shall the Contractor be authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner. The Contractor accepts the relationship of trust and confidence between Contractor and the Owner and agrees to furnish its best professional skill, judgment and efforts to accomplish the Work in an expeditious manner consistent with the best interests of the Owner. Contractor acknowledges that it has a relationship of special trust with the Owner, and that the Owner is relying on Contractor's expertise in entering into this Contract. Nothing in the Contract Documents is intended or shall be construed as creating any other relationship or designating Contractor as an agent for or joint venturer with the Owner.

§ 3.1.5 The Contractor shall (a) record the progress of the Work; (b) submit to the Owner a written progress report every month; (c) submit to the Owner such reports and notifications as the Owner may reasonably request from time to time; and (d) keep a daily log of information reasonably relevant to the Work.

§ 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 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for

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information in such form as the Architect may require. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, except for unreported observed deficiencies or those items related to design-build or design-assist Work unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission, nonconformity or difference and failed to report it to the Architect and the Owner. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents without such notice to the Architect and the Owner, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.4.1 Contractor shall confirm applicable requirements appearing in any easements, covenants and other record documents and in the event of any discovered conflict between any such requirement and the Drawings and Specifications shall immediately notify the Owner and the Architect.

§ 3.2.4.2 Any investigations of hidden or subsurface conditions have been made for design purposes. The results of these investigations may be bound into or referenced in the Contract Documents for the convenience of the Contractor and Sub-contractors and are a part of the Contract Documents. There is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments not inferable from such investigations may not occur.

§ 3.2.4.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid by the Owner to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.5 Notwithstanding any other provision of the Contract, the Contractor hereby specifically acknowledges that the Contract Documents are sufficient to have enabled the Contractor to determine the cost of the Work therein in order to enter into the Contract, and that the Drawings, the Specifications and all Addenda and other Contract Documents are sufficient to enable the Contractor to perform the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations and otherwise to fulfill all of its obligations hereunder. The Contractor further acknowledges that (a) it has visited and made a thorough examination of the jobsite and existing documentation, (b) it has examined all conditions affecting the Work, (c) it has reviewed necessary tests, surveys, studies and reports and all other conditions which might reasonably affect the progress of the Work as the Contractor deems advisable, and that it has satisfied itself by such review, (d) having carefully examined the jobsite and all Drawings, Specifications, and documents, the Contractor has satisfied itself that there are no discrepancies or omissions in the Contract Documents that a Contractor exercising professional General Contracting practices, skills, judgment, etc. would have reasonably recognized, (e) the Contract Sum includes payment for all Work that may be necessary to overcome unanticipated conditions that a Contractor exercising professional General Contracting practices, skills, judgment, etc. would have reasonably recognized, and (f) except as otherwise expressly provided for herein, no Claim for unforeseen or unforeseeable conditions or limitations that exist or may arise affecting the Work or difficulties in performing the Work will be accepted, nor shall it give rise to a Claim, nor shall it constitute an excuse or basis for any failure or omission by the Contractor or for extra compensation, or as a basis for an extension of time in which to complete performance of the Contract.

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§ 3.2.6 By executing this Contract, the Contractor represents and acknowledges that the Contract Sum is reasonable compensation for all the Work, that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the contract documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the Contract Sum. The Contractor acknowledges that having carefully examined the jobsite and all Drawings, Specifications, and documents, the Contractor has satisfied itself that there are no discrepancies or omissions in the Contract Documents that a Contractor exercising professional General Contracting practices, skills, judgment, etc. would have reasonably recognized.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. Contractor shall not proceed with that portion of the Work without further written instructions from the Owner or the Architect. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall perform no portion of the Work without Contract Documents, or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work, unless authorized to do so by written instructions of the Owner. Where specific instructions are given in a Contract Document, the Contractor shall review the instructions, including those of manufacturers, and promptly notify the Architect and the Owner in writing if the specified instruction or procedure deviates from accepted construction practice, or normal procedure, or will affect warranties, or other responsibilities of the Contractor. The Contractor's notification shall include reasonable alternatives that the Contractor, exercising Professional judgment, believes will accomplish the original intent of the Contract Documents.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors at any tier design professionals performing services on behalf of the Contractor or Subcontractors, and their respective 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 at any tier. 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 its administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 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. Under no conditions shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times.

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§ 3.3.4 Prior to the commencement of construction, the Contractor shall prepare and obtain the Owner's approval of a construction site management plan, which will take into account requirements contained in the Specifications, and the Owner's requirements and restrictions concerning access and parking for construction personnel, staging areas and material delivery times, traffic flow requirements of the Owner and local governmental authorities, and work hours, among other things.

§ 3.3.5 The Contractor shall perform such detailed examination, inspection and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the latest issue of the Drawings and Specifications. The Contractor shall be responsible for examination, inspection and quality surveillance of all Work performed by any Subcontractor, and for each Subcontractors' performance of such Work itself. The Contractor shall determine when it is necessary to perform and shall perform, or arrange for the performance of, tests (in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. If any of the Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of Contractor's obligations hereunder.

§ 3.3.6 The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all work without delay or revision. The Contractor shall establish and maintain existing lot lines, restrictions, and bench marks. The Contractor shall establish and maintain all other grades, lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. For new building construction or additions, the Contractor shall employ a professional land surveyor registered in the State of Oregon to establish building corners and floor elevations. The land surveyor shall also provide a stamped and signed drawing certifying the actual location of the building corners in reference to the lot lines and actual floor elevations as constructed. The Contractor shall report errors or inconsistencies to the Owner and the Architect before commencing Work and review placement of the improvements on the site with the Owner and the Architect after all lines are staked out and before foundation work is started.

§ 3.3.7 Should the Specifications and Drawings fail to particularly describe the material or kind of goods to be used in any place, or their method or integration into the Work, Contractor shall have the duty to make inquiry of the Owner and the Architect as to what is required prior to performance of the Work. Absent Specifications to the contrary, the material that would normally be used to produce finished Work shall be considered a part of the Contract requirements.

§ 3.3.8 If any of the Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of Contractor's obligations hereunder.

§ 3.3.9 Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and Contractor shall use its best efforts to maintain labor peace by and/or among its employees and subcontractors for the duration of the project. In the event of a labor dispute related to this project, Contractor shall not be entitled to an increase in the Contract Sum or Contract Time if the dispute was caused by acts or omissions of Contractor, or Contractor's agents, Subcontractors or Suppliers.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.2.1 If prior to performing a certain portion of the Work, the Contractor desires to submit a substitute product or method for that Work in lieu of what has been specified, the Contractor shall provide written notice to the Architect and the Owner setting forth the following information and documents: .1 a full explanation of the proposed substitution and a submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operation procedures and other like information necessary for a complete evaluation of the substitution;

.2 reasons the substitution is advantageous and necessary, including but not limited to the benefits to the Owner and the Work in the event the substitution is accepted;

.3 the adjustment, if any, in the Contract Sum, in the event the substitution is accepted;

.4 the adjustment, if any, in the Contract Time and the Contractor's Construction Schedule in the event the substitution is accepted;

.5 an affidavit stating that (1) the proposed substitution meets all the requirements of the Drawings and Specifications and (2) the Contractor will perform or cause to be performed the warranty and correction of Work obligations with respect to the proposed substitution that would have been performed for the specified product or method; and

.6 the impact, if any, on the Subcontractors or other contractors performing Work on the Project, in the event the substitution is accepted.

Proposals for substitutions shall be submitted to the Architect and the Owner in sufficient time to allow the Architect and the Owner no less than fourteen (14) days for review.

By making requests for substitutions, the Contractor represents, warrants and certifies that: (1) the Contractor has personally investigated the proposed substitute product; (2) the Contractor will provide the same materials and labor warranty for the substitution that the Contractor would for that specified unless approved otherwise; (3) the substitute product is of equal or better quality and useful life to the originally-specified product; (4) the cost data presented is complete and includes all related costs under the Contract Documents except the Architect's redesign costs, and (5) the Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects. The Contractor will be responsible for the reasonable costs of any time the Owner and/or the Architect expends in reviewing a Contractor substitution request. Should the Contractor or the Owner request substitution with a material or system of lesser quality and/or cost, if approved by the Owner, the Contractor shall compensate the Owner for the difference in cost through a deductive Change Order or 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. The Contractor shall not permit at the site of the Work the use of alcohol, tobacco or cannabis, vaping, illegal use of drugs or other controlled substances, firearms or other weapons, verbal or other harassment, lewd or obscene language or behavior, or disregard for the property, privacy, or personal or business interests of the Owner or other occupants of adjacent or nearby parcels, or their respective contractors. The Contractor agrees to take prompt and effective corrective action in the event of violations of these standards of conduct. The Owner may require in writing the Contractor to immediately remove from the Work any employee or other person carrying out the Contract that the Owner considers objectionable. To the fullest extent permitted by Law, the Contractor shall not be entitled to any change to the Contract Sum or Contract Time as a result of any such removal required by the Owner.

§ 3.4.4 The Contractor shall coordinate, supervise and otherwise administer the Work so as to maintain labor harmony between and among the trades performing the Work and so as to avoid lockouts, strikes and other labor-related events or circumstances which delay or otherwise impact the Work; provided that the Contractor's obligations under this Section 3.4.4 shall be limited to events and circumstances which occur substantially where the Work is performed or which result substantially from the actions of persons or entities performing the Work.

§ 3.4.5 The Contractor agrees that each of its employees, subcontractors' employees and principals/owners involved in the Work may, at the option of the Owner, be subject to a security check, at any time, through the local police

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department or other venue. Notwithstanding the foregoing, Contractor, and not the Owner, remains solely responsible for performing background checks on, and screening for public safety all subcontractors at any tier and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to the Owner upon request.

§ 3.4.6 Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and Contractor shall use its best efforts to maintain labor peace by and/or among its employees and subcontractors at all tiers for the duration of the project. In the event of a labor dispute related to this project, Contractor shall not be entitled to an increase in the Contract Sum or Contract Time if the dispute was caused by acts or omissions of Contractor, or Contractor's agents, subcontractors at any tier or suppliers.

§ 3.4.7 If requested by the Owner, the Contractor and all Subcontractors' employees shall submit to fingerprinting and be subject to criminal background checks and any other rules and procedures of the Owner as a condition of entering the Project site.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Notwithstanding the above, the contractor's warranty for all elements of the work shall hold regardless of normal wear and tear. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to any other warranties required by the Specifications or provided by law. The Contractor shall assign to the Owner all other warranties at the time of final completion of the Work.

(Paragraph deleted)

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.Without limitation of any remedy of the Owner, upon Substantial Completion of the Work or termination of the Contract, the Owner shall be entitled to enforce at its option any and all Subcontractor and manufacturer warranties relating to Work performed and materials and equipment furnished by such Subcontractors. The Contractor agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties and Subcontractor warranties. The Contractor also shall collect, assemble in a binder, and submit to the Owner, in a manner acceptable to the Owner, written Subcontractor warranties, manufacturer warranties and related documents, including without limitation from Subcontractors performing Work and furnishing materials, equipment, appliances and other components of the Project. The Contractor shall assign to the Owner all other warranties at the time of final completion of the Work.

§ 3.5.3 The Contractor shall not be relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance and final payment. Contractor shall at Contractor's expense promptly pay and perform, to the reasonable satisfaction of the Owner, any repairs required of Contractor in fulfillment of the foregoing warranty obligations. Should Contractor fail to perform any maintenance or repair required of it pursuant to this Section 3.5 within seven (7) days of notice thereof from the Owner (provided no notice shall be required for emergency repairs), the Owner may make such repair and the Owner shall be entitled to recover directly from Contractor the reasonable cost thereof (including attorneys' fees) plus interest at the statutory rate thereon from the date of repair, immediately and upon demand by the Owner therefore.

§ 3.5.4 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.

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§ 3.6 Taxes

The Contractor shall pay sales, consumer, corporate, use Business and Occupation, income and similar taxes for the Materials and 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. Such taxes are either separately stated or included in the Contract Sum. Contractor shall indemnify, defend and hold harmless the Owner from any liability for taxes and relating to the employees of Contractor, any Subcontractor or any Sub-subcontractor, including taxes and contributions required under the Federal Social Security Act and the unemployment compensation law or any similar law of any state. Contractor is advised that income taxes in West Linn, Wilsonville and surrounding areas may include, but not be limited to, taxation by the State of Oregon, by Clackamas County, or any such agency with jurisdiction.

§ 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. Without limitation to the foregoing, Contractor shall procure all certificates of inspection, use, occupancy, permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work including without limitation street use and street closure permits. Certificates of inspection, use and temporary certificate of occupancy shall be delivered to the Owner by Contractor prior to (and as a condition to) Substantial Completion of the Work of each Phase in sufficient time for occupation of the Phase in accordance with the Contract Documents, and the final certificate of occupancy prior to (and as a condition to) Final Completion. The Owner will reimburse the Contractor for the actual cost, without markup, of the building permit, permanent utility connection permits and fees, and permits required for construction of work in the public right-of-way and associated bonds or assurances outside the Contract Sum. The Owner may, at its election, retain a firm to perform and pay for the permitting jurisdictions required special inspections. Any other required permits including trade permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work shall be the responsibility of the Contractor and are included in the Contract Sum. Contractor shall deliver an electronic copy in a PDF format of the building permit and attachments to the Architect and the Owner as soon as it is issued. Upon final completion, the Contractor shall deliver to the Owner all original permits, licenses and certificates of occupancy with photocopies to the Architect. The Building Permit and all other jurisdictional permits such as system development fees, shall be paid for by the Owner.

§ 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.

.1 Make prompt payment to all Persons supplying labor or material; contributions to Industrial Accident Fund; liens and withholding taxes (ORS 279C.505(1))

.2 Demonstrate that an employee drug testing program is in place ORS 279C.505(2);

.3 If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective

.4 If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2);

.5 Make payment of claims by public officers (ORS 279C.515(1))

.6 Be responsible for first-tier subcontractor liability for late payment on Public Improvement Contracts pursuant to ORS 279C.515(2), including the rate of interest

.7 Understand any Person's right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract (ORS 279C.515(3))

.8 Abide by hours of labor in compliance with ORS 279C.520

.9 Abide by environmental and natural resources regulations (279C.525)

.10 Make payment for medical care and attention to employees (ORS 279C.530(1)

.11 Understand all employers, including Contractor, that employ subject workers who Work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2))

.12 Abide by maximum hours, holidays and overtime (ORS 279C.540)

.13 Abide by time limitation on claims for overtime (ORS 279C.545)

.14 Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.875)

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.15 Pay Fees to BOLi (ORS 279C.830)
.16 Abide by Retainage rules (ORS 279C.550 to 279C.570)
.17 Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570)
.18 Maintain relations with subcontractors (ORS 279C.580)
.19 Make notice of claim (ORS 279C.605)
.20 Certify compliance with the Oregon tax laws in accordance with ORS 305.385
.21 Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.056 before the subcontractors commence Work under the Contract.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and such other costs and damages to the Owner as would have been avoided if the Contractor had performed its obligations

§ 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 7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4.1 In addition to Contractor's indemnification and other obligations set forth in this Agreement, and its confirmation that Contractor is acting as an independent contractor, Contractor will defend, indemnify and save harmless the Owner and its Separate Contractors, consultants, and agents and employees of any of them against any and all settlement amounts and all liabilities, costs, losses, damages, fees (including attorney fees), and expenses in connection with any third-party legal proceeding (including administrative action, enforcement action, or other conduct or allegation by an individual, the Internal Revenue Service, or any state or local government agency or any other court, entity, or agency) asserting or predicated upon an alleged employment relationship or co- or joint employment relationship between any employees of Contractor or subcontractors at any tier (or such individual's or entity's employees or subcontractors) and any of the indemnified parties, or any obligation of the indemnified parties to pay or provide wages, withholding or employee benefits, including but not limited to such claims that assert or are predicated upon wrongdoing or alleged wrongdoing by the indemnified parties.

§ 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.

§ 3.7.5.1 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 seven (7) days after first observance of the conditions; otherwise Contractor's Claim will be barred.

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The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner or 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 Owner or Architect shall promptly notify the Contractor in writing, stating the reasons. If either party disputes the Owner's or Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No increase to the Contract Sum or Contract Time shall be allowed if the Contractor knew of the concealed conditions prior to its executing the Contract or such conditions were reasonably discernable from the bidding documents or a careful review of the project site. If the Contractor encounters such a condition, and proceeds to perform any additional work or incur any additional jobsite costs in regard to such condition without prior written direction from the Owner, Contractor will be deemed to have acknowledged that such condition does not entitle Contractor to any additional compensation or extension of the Contract Time.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The Contractor shall not perform any Work covered by an allowance before the execution by the Owner of a Change Order or Construction Change Directive incorporating the Drawings and Specifications related to the allowance item and any adjustment to the Contract Sum. In the event that the Contractor performs Work covered by an allowance before the execution by the Owner of a Change Order or Construction Change Directive, any costs incurred in excess of the allowance amount will be at Contractor's expense and without reimbursement from the Owner. Periodically, during the course of construction, representatives of the Contractor shall advise the Owner of the cost status of each allowance. The Contractor shall provide this information in a timely manner, but always prior to the termination of the allowance Work. The intent of this subparagraph is to identify possible cost overrun exposure and bring same to the attention of the Owner as soon as possible.

§ 3.8.3 Materials and equipment under an allowance shall be proposed by Contractor and approved in writing by the Owner prior to procurement.

§ 3.9 Project Manager and 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 Contractor shall employ a competent project manager and necessary assistants during the performance of the Work. The project manager and superintendent shall represent the Contractor, and communications given to either shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed project manager and superintendent. Within 14 days of receipt of the information, the Owner and/or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the either the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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§ 3.9.5 Within ten (10) days after issuance of the Notice to Proceed, the Contactor shall furnish to the Architect and the Owner a chain-of-command organizational chart which includes all supervisory personnel, including the Project Manager, the project engineer and the Superintendent, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including but not limited to their ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, contract time, and issues affecting quality of the Work. The Contractor shall also provide the Owner with a list of telephone numbers for all key personnel of the Contractor and its principal Subcontractors at all tiers for purposes of contacting personnel as the Owner reasonably determines necessary. Contractor shall periodically update the list as necessary to ensure the Owner has the most current information.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly but in any event within twenty (20) days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work in accordance with the requirements of the Contract Documents. Contractor shall prepare the schedule using the critical path method (CPM).The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The Contractor shall load his labor resource requirements and constructed value to each task on the schedule unless the Owner elects to waive this requirement in writing. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The construction schedule shall be updated by Contractor to reflect actual conditions on a period described elsewhere herein. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to adjust the schedule to correct the delay, including overtime and/or additional labor, if necessary. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, or by Owner request.

§ 3.10.1.1 From time to time as appropriate during the performance of the Work but not less often than monthly, the Contractor shall prepare and submit to the Owner and the Architect, for the Owner's approval, a current, updated Contractor's construction schedule reflecting any and all changes and revisions.

§ 3.10.1.2 The Contractor shall take such actions as are necessary to adhere to the approved Contractor's construction schedule then in effect, which actions shall include as appropriate, but not be limited to, providing additional labor, supervision, materials, equipment, tools, Subcontractors and other services and facilities. For purposes of whether any Change Orders or Construction Change Directives extend the contractual dates of Substantial Completion and Final Completion, any "float" or "slack" time for the whole or any part of the Work shall not be for the exclusive use or benefit of either the Owner or the Contractor but shall be reserved and apportioned by the Owner and Contractor in accordance with the needs of the Project. The Contractor shall not be entitled to make a Claim based upon an alleged inability to complete the Project early.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. The Contractor must include a response time of at least ten (10) days for the Architect's review and at least fourteen (14) days for review by the Architect's consultants. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies. Failure to adhere to its own construction schedule shall be deemed a failure on the part of the Contractor to conduct the work in an organized and professional manner and will be considered a material breach of contract.

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§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the current, approved Contractor's construction schedule, the Owner shall have the right to order the Contractor to take corrective measures as necessary to restore the progress of the construction to the requirements of such schedule, including but not limited to (1) working additional shifts or overtime, (2) furnishing additional labor, services, materials, equipment and facilities and (3) other similar acceleration measures. The costs incurred by the Contractor pursuant to this Section 3.10.4 shall be paid by the Contractor.

§ 3.10.5 Without limiting the Owner's rights, upon demand by the Owner the Contractor shall prepare and submit to the Owner and the Architect a "Recovery Schedule," in a form and providing sufficient detail to explain and display how the Contractor intends to reschedule those activities to regain compliance with the Contractor's construction schedule during an agreed Recovery Period.

§ 3.10.5.1 Within seven (7) days after the Contractor's receipt of the Owner's demand for a Recovery Schedule, the Contractor shall present the Recovery Schedule to the Owner and the Architect. The Recovery Schedule shall represent the Contractor's best judgment as to how the Work should be made to comply with the Contractor's construction schedule within the agreed Recovery Period. The Recovery Schedule shall be prepared to a similar level of detail as the Contractor's construction schedule.

§ 3.10.6 Progress Meetings The Contractor shall participate in progress meetings held at least once every week or at more or less frequent intervals as may be described in the Contract Documents, with the Architect, the Owner, subcontractors at all tiers and other appropriate consultants. The Contractor shall fully brief the Architect and the Owner on the progress of the Work.

§ 3.10.7 Reports

.1 Progress Reports: Contractor shall prepare and deliver to the Owner at least monthly a progress report in a form and in sufficient detail as is reasonably acceptable to the Owner approved by the Owner. The progress report shall specify, among other things, an estimated percentage of completion, whether the Project is on schedule, and if not, the reasons therefore and the new proposed schedule, as well as the number of days worked for each category of labor and the projected Work to be completed in the next succeeding month. The report shall include a listing and the status of all Change Orders, Modifications, bulletins, and other relevant documents, and shall detail any issues challenging completion of the Work on schedule and Contractor's solutions to same.

.2 Additional Reports: Contractor shall prepare and deliver such additional reports as the Owner may reasonably request.

.3 Logs: Contractor shall prepare and keep current, for the Architect's and the Owner's approval, logs or schedules reflecting the date the items were submitted, when a response is reasonably due and when receipt occurred of Requests for Information (RFI's), Change Order Requests (COR's), Change Orders (CO's) and submittals which shall be coordinated by Contractor with Contractor's construction schedule and which allows the Architect and the Owner reasonable time to review submittals or other such documents. Contractor shall post all logs to eBuilder or if eBuilder is not used, give the Owner access to such logs and schedules at all times. Logs shall be kept on Excel spread sheets unless other format is approved by the Owner Representative.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. Contractor also shall maintain at the Project site for the Owner and the Architect one current copy of all subcontracts with Subcontractors, RFIs, Requests For Change Proposals and Change Proposals These shall be in electronic format, in a form acceptable to the Owner and Architect, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 The marked record Drawings and Specifications referenced shall be marked to show field decisions and selections affecting the Work, including but not limited to information regarding (1) approved or directed deviations from the Drawings and Specifications made during construction, (2) details of Work not previously shown or indicated, (3) changes to existing conditions or existing conditions found to differ from those shown on the Drawings

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or Specifications and (4) other information that the Architect or the Owner reasonably requests. The final set of marked Drawings shall be on drawings in PDF format and in reproducible hardcopy, with each hardcopy sheet stamped "As-Built" and signed by the Contractor. The final act of marked Specifications shall be in PDF format on disk and in reproducible hardcopy, with each hardcopy page stamped "As-Built" and signed by the Contractor.

§ 3.11.2 The location of all existing or new hidden piping, valves, and utilities, as located during the course of construction, shall be appropriately marked on plans. The approved permit set of plans shall also be available to the Architect and the Owner at the site.

§ 3.11.3 Contractor shall submit to the Architect with each Application for Payment an accurate and updated set of field drawings, in such format as the Architect may reasonably request, marked currently to record field changes and selections. Upon final completion of the Work the Contractor shall certify that the record documents reflect complete and accurate "as-built" conditions and shall deliver the documents as well as the approved permit set of plans in good condition to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents. Contractor shall indicate on the face of each as-built drawing its concurrence that the as-built drawings are accurate. Satisfactory maintenance and submission of up-to-date record drawings will be a requirement and condition for approval of progress payments. Notwithstanding the completion of the as-built drawings and any review and correction of such drawings by Contractor, neither the Architect nor Contractor shall be relieved of any responsibility each has under its contract with District for the execution and completion of Work in compliance with the Contract Documents.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. Any corrections or modifications to Shop Drawings requested by the Architect shall be deemed accepted by the Contractor, without change in Contract Sum or Contract Time, unless the Contractor provides the Architect with written notice specifically identifying the deviation and impact before commencing any Work from such Shop Drawings. The Contractor shall make all corrections and modifications requested by the Architect and, when requested by the Architect, provide a corrected Submittal. Notwithstanding the foregoing, 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 and the Owner's approval or review thereof. The Contractor shall be solely responsible for errors or omissions in all submittals and Shop Drawings, whether or not the submittals and Shop Drawings have been reviewed or approved by the Architect or the Owner. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall 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. Contractor shall cause such portions of the Work to be designed, engineered, and permitted, and to construct such Work in accordance with all such criteria, in accordance with all applicable laws and codes, and in a manner such that these systems are functioning and properly integrated into the remainder of the Work. Any of Contractor's (or any Subcontractor's) design or engineering professionals shall carry errors and omissions coverage of at least $1,000,000 for the design and engineering of such Work. The premium for errors and omissions coverages is included in the Contract Sum. The Owner will be the Owner of all design and engineering documents so generated for the Work. They are not to be used by Contractor or its Subcontractors on any other project and shall be given to the Owner or destroyed upon completion of the Work, at the Owner's discretion. Contractor shall cause shop drawings and designs for such Work to be submitted in a timely fashion to the Architect for review in accordance with the schedule requirements. 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 Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations,specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.12.11 Any corrections or modifications to Shop Drawings and other submittals made by the Architect shall be deemed acceptable by the Contractor, without change in the Contract Sum or Contract Time, unless said changes constitute changes to the Contract Documents and the Contractor provides the Architect with contrary written notice before commencing any such changed Work. In the absence of such notice, the Contractor shall make all corrections requested by the Architect and provide a corrected submittal without change in the Contract Sum or Contract Time.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Portions of the site may be occupied and in use during construction. Contractor shall maintain access and services to minimize disturbance to occupants and to allow the Owner to utilize the occupied portion of the site throughout the construction period. Without limitation, the Contractor shall at all times and at its expense fully comply with the requirements of all applicable laws pertaining to storm water discharges and mitigation requirements.

§ 3.13.1 The Owner shall have the exclusive rights to approve of any signs erected at the Project, including without limitation signs placed on cranes or other equipment, company names, advertising on trailers, or other signs. The Contractor and all Subcontractors shall notify the Owner before signs are erected and shall obtain approval of their placement. No signs or advertising media of any nature shall be permitted on the site of Work or enclosing structures without the written approval of the Owner. Any approved signs shall comply with the applicable laws, ordinances, and/or rules. Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representations of the Owner, except with prior specific written authorization from the Owner.

§ 3.13.2 Prior to the commencement of construction, the Contractor shall prepare and obtain the Owner's approval of a construction site management plan, which will take into account requirements contained in the Specifications, and the Owner's requirements and restrictions concerning access and parking for construction personnel, staging areas and material delivery times, traffic flow requirements of the Owner and local governmental authorities, and work hours, among other things.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect, the Owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work.

§ 3.15 Cleaning Up

(Paragraph deleted)

§ 3.15.1. The Contractor shall keep the premises and surrounding area in a clean condition, free from accumulation of waste materials and rubbish, excavated materials and "tracking" caused by operations under the Contract, on a daily basis or such other period as is acceptable to the Owner. At completion of the Work, the Contractor shall remove from the site, the surrounding area and contiguous roads, streets and sidewalks waste materials, waste materials, rubbish, the Contractor and Subcontractor tools, construction equipment, machinery, and surplus materials from and about the Project. If the Work resides within an occupied facility, Contractor shall keep common areas free of debris to the satisfaction of the Owner.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement, or an offset of charges from the Contractor for the costs (internal or external) incurred by the Owner..

§ 3.15.3 The Contractor's obligations under this Section 3.15 shall include the proper disposal of all such waste materials, rubbish and disposable surplus materials consistent with and in compliance with all applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities, including without limitation those relating to hazardous materials and the environment.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, 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. Contractor's duty of defense shall arise immediately upon assertion of any claim actually or allegedly covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any limitations upon Contractor's duty of indemnification.

§ 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.

§ 3.18.3 If any provision of this Contract is determined to require either party to indemnify, defend, reimburse, hold harmless or provide insurance to the other party (or that party's insurers or sureties) in a manner that would violate applicable law (including but not limited to ORS 30.140), then the offending provision shall be construed such that it is given the broadest meaning and effect allowed by law.

§ 3.18.4 The indemnities and other covenants of this Section 3.18 shall survive the termination of the Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Nothing herein shall require the Owner to designate the Architect. If no such party is designated, the Owner shall reserve, for itself or a third party under contract with the Owner, the administrative duties, rights, and responsibilities of the Architect herein.

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§ 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 Notwithstanding any provision of the Contract to the contrary, the Contractor agrees that any matter which is subject to the review, interpretation, approval, consent or direction of the Architect shall also be subject to the review, interpretation, approval, consent or direction of the Owner, whose opinions(s) shall govern and bind the Contractor in the event of any disagreement between the Owner (on the one hand) and the Architect (on the other hand).

§ 4.1.3 In the event of a termination of the Architect or a restriction of the duties, responsibilities or authority of the Architect as described in the Contract Documents, the Owner or a third party under contract with the Owner may carry out those duties, responsibilities and authority of the Architect; provided that all such duties, responsibilities and authorities that by law must be carried out by a licensed design professional shall be carried out by a licensed design professional.

§ 4.2 Administration of the Contract

§ 4.2.1 At the direction of the Owner, the Architect will provide administration of the Contract as described in the Contract Documents 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 and will provide administration of the Contract as described in the Contract Documents during construction until the date the Owner or 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.

.1 With the Owner's concurrence, the Architect may also provide administration from time to time during the period for correction of Work described in Section 12.2..

.2 Any act by the Architect that results in a change in cost or schedule on the part of the Contractor shall be approved by the Owner first and foremost.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.4.1 The Contractor shall provide the Owner with a direct copy of all written communications to or from the Architect, including all notes, requests, claims and potential changes in the Contract Sum or Time.

§ 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. (Why would we strike this. Recommend keeping)

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Ultimate authority to reject or accept Work shall reside with the Owner. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under the Contract Documents. The Architect's review is undertaken solely to satisfy its obligations to the Owner and shall not give rise to any claim by the Contractor or Subcontractors against the Architect or the Owner. The The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor should expect a submittal review cycle time of up to 14 days, although the Owner may in its discretion, at the request of Contractor, request that the Architect accelerate certain submittal reviews where these are shown to Owner to be necessary for the Project schedule. Neither the Owner nor the Architect can guarantee response times from governmental authorities.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until at least 15 days after written request is made for them accompanied by sufficient information for the determination.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 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.

4.2.15 Architect's services are performed solely for the Owner. No Contractor, subcontractor, sub-subcontractor, supplier, fabricator, or any other third party shall have a claim against Architect as a result of Architect's services under the Owner-Architect Agreement. Contractor shall include this provision in its contracts with its subcontractors.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. Unless the context indicates otherwise, the term "Subcontractor" also includes subcontractors, suppliers and consultants of the Contractor at all tiers, including subcontractors, suppliers and consultants of other Subcontractors.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within 7 days after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specifications Sections, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces). The list shall be accompanied by evidence of any qualifications required within the technical Sections of the Project Manual and satisfactory to the Architect and the Owner. This list shall be updated monthly as part of the payment process if additional Subcontractors are engaged. No progress payment will become due until this information is so furnished. No action or inaction of the Owner or the Architect in response to receipt of the names of the proposed Subcontractors or Suppliers of any tier shall constitute approval of any Subcontractor or Supplier of any tier or of its performance.Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. If the Owner concludes that a proposed Subcontractor has materially failed to perform satisfactorily (such as causing a material delay or an unsafe working environment) on one or more projects for the Owner within three years of the bidding date or that a proposed Subcontractor is otherwise not "responsible", at the Owner's request, objection will be deemed reasonable and the Contractor shall replace the Subcontractor. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the work or compliance with all of the requirements of the Contract within the Contract Sum or the Contract Time, except that the Owner will be responsible for the difference between the original Subcontractor's sub-bid and the replacement Subcontractor's sub-bid including any schedule impact. Notwithstanding the above, if the Owner finds the Subcontractor irresponsible based on past performance which was known to the Contractor or reasonably should have been known to the Contractor, then replacement with another Subcontractor shall not result in any change to Contract Sum and/or Contract Time.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or

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Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. . If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. Such removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Contract Time.

§ 5.2.5 Notwithstanding the foregoing procedures, the Contractor may only engage and substitute first tier subcontractors as permitted by ORS 279C370, 279C.585, and 279C.590.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by 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. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any subcontractor on request.

§ 5.3.2 Each subcontract, purchase order, and similar agreement shall state that the Subcontractor agrees to the contingent assignment of the subcontract, purchase order, or similar agreement to the Owner, consistent with Section 5.4. Each subcontract, purchase order and similar agreement at every tier shall provide that the Owner is and shall be a third-party beneficiary of such subcontract, purchase order and similar agreement, and that the Owner shall have the right, but not the obligation, to assert claims directly against the Subcontractor for breach of contract, breach of express warranties, breach of implied warranties including but not limited to warranties of merchantability and of fitness for a particular purpose, negligence and other claims arising out of or related to the Work or the Project. The Owner and Contractor acknowledge and agree that the purpose of this Section 5.3.2 is to enable the Owner at its discretion, in addition to the Contractor, to assert claims for damages and indemnification directly against Subcontractors that are or may be responsible for breach of the contract, defects in the Work, and other damages incurred by the Owner arising out of or related to the Work or the Project.

§ 5.3.3 Contractor shall include with every Subcontract agreement the following language: "Subcontractor binds itself to Contractor and Owner, and is obligated to Contractor and Owner, in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract. In the event of any dispute between the Owner and Contractor, Subcontractor shall be bound by all decisions, directives, interpretations and rulings of the Owner or the Architect, at Owner's option, including Owner's termination or suspension of Contractor."

§ 5.3.4 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors. No subcontracting of any of the Work shall relieve the Contractor its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents.

§ 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

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.5 Subcontractors as Assignees and Third-Party Beneficiaries § 5.5.1 Nothing in this Article 5 or elsewhere in the Contract Documents shall be interpreted to (1) constitute an assignment of the Contractor's rights against the Owner to any Subcontractor or (2) make any Subcontractor a third-party beneficiary of the Contract.

§ 5.6 SUBCONTRACTOR CLAIMS The Contractor shall promptly pay (and secure the discharge of any liens or claims asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited, to any Subcontractors). The Contractor shall furnish to the Owner such releases of claims, payment, bond and surety claims, and other documents as required by Section 9.3 and as the Owner may request to evidence such payment and discharge. The Owner, at its option, may withhold payment, in whole or in part, to the Contractor until such documents are furnished.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 The cost of any materials or equipment to be provided by the Owner shall not be included in the Contract Sum, and no Contractor Fee (if applicable) shall apply to such cost. The cost of installing such materials or equipment shall be included in the Contract Sum to the extent the Contract Documents require the Contractor to install such materials or equipment as part of the Work. Handling and storage of any such materials or equipment supplied by the Owner and delivered to the site for installation by the Contractor shall be the responsibility of the Contractor.

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§ 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. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not actually or readily apparent unless reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and at the Owner's discretion the Architect;A Construction Change Directive requires agreement by the Owner and at the Owner's direction the Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work, that has no effect on cost or on the overall project schedule, may be issued by the Architect alone, with Owner approval. Change Orders shall be deemed to cover all costs and time impacts associated with the Work change including, but not limited to, all direct and indirect costs, and Contractor shall be entitled to no further compensation or time adjustments related to such Work.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Before effectuating a change the Contractor shall propose the amount of change in the Contract Sum, if any, and the amount of change in the Contract Time, if any, arising from a proposed change in the work in the form of a Change Order Proposal. The Contractor shall submit its responsible proposal within no longer than seven (7) days after request from Owner or Architect, and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. If the Contractor fails to respond within this time or an agreed to extension thereof, the Contractor shall be liable for any delays or costs to other Work associated with accepting or denying the change. The Owner may accept the proposal in

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writing, in which case the Owner and Contractor are bound to the terms of the proposal, it will be deemed a Change Order, and the Contractor shall commence the change in the Work immediately in accordance with the proposal. The Owner shall include the accepted proposal in the next available formal Change Order. The Owner may reject the proposal, in which case the Owner may either not effectuate the change or may order the change through a Construction Change Directive or an 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.

§**7.2.2** In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

1. Contractor's/Subcontractors' markup shall be limited to the following:
   - Contractor markup for work by Contractor's own forces, raw materials or equipment rentals by Contractor - 15.0%
   - Contractor markup for work by subcontractor forces, raw materials or equipment rentals by subcontractors - 10.0%
   - Subcontractor markup for work by Subcontractor's own forces, raw materials or equipment rentals by Subcontractor - 15.0%
   - Subcontractor markup for work by sub-tier Subcontractors, raw materials or equipment rentals by sub-tier Subcontractors - 10.0%
   - Under no circumstance shall the Owner pay more than 30% of total value of a change as markup to the Contractor, all Subcontractors and all sub-tier Subcontractors.
   - All Change Orders shall include itemized breakdowns for all charges and shall specifically identify markup for all tiers.
   - Markup shall include all additional costs including but not limited to profit and overhead, supervision, field office personnel, premiums for all bonds and insurance, permit fees, taxes, safety programs, small tools, small equipment, fuel charges, etc.
   - If the net value of a change results in a credit to the Owner, the credit shall be the actual net cost, plus 5% for markup.

When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change

Small Tools/Equipment - Individual pieces of equipment having a replacement value of one thousand five hundred dollars ($1,500) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of markup defined herein.

§ 7.2.3 If the Change Order 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. At a minimum, the Contractor shall submit an itemized breakdown of the cost and/or time required by the Change in the Work, including but not limited to, the following: .a Material quantities and costs. .b Direct labor hours and hourly rates for specific work or operation to be performed. .c Equipment costs or rental charges. .d Specified overhead and profit. .2 Unit prices stated in the Contract Documents or subsequently agreed upon; or .3 As provided in Section 7.5; or .4 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or .5 As provided in Section 7.3.5.

§ 7.2.4 Agreement on any Amendment shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, the construction schedule, and the Contract Time.

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§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor's refusal to move forward with an approved Construction Change Directive will constitute a material breach of contract.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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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.

§ 7.3.11 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The 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.

§ 7.3.12 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, suchagreement shall be effective immediately and the Architect or Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.13 Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the progress schedule directly caused thereby.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 PRICING COMPONENTS

§ 7.5.1 The total cost of any changed Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

.1 Basic wages: The hourly wage (without markup, fringe benefits or labor burden) not to exceed that specified in the applicable "Prevailing Wage Publication" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the changed Work on the site. The premium portion of overtime wages is not included unless pre-approved by the Owner.

.2 Fringe benefits: Fringe benefits paid by the Contractor as established by the Oregon Bureau of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable. Costs paid or incurred by the Contractor for vacations, per diem, bonuses, stock options, or discretionary payments to employees are not reimbursable.

.3 Workers' insurances: Direct contributions to the State of Oregon as industrial insurance; medical aid; and supplemental pension by class and rates established by the Oregon Bureau of Labor and Industries.

.4 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

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§ 7.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect. Discounts and rebates based on prompt payment shall be included.

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Architect prior to performing the work. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright.

§ 7.5.4 Cost of change in insurance or bond premium. This is defined as:

.1 Contractors' liability insurance: The cost (expressed as a percentage) of any changes in the Contractor's liability insurance arising directly from the changed Work; and

.2 Payment and performance bond: The cost (expressed as a percentage) of the change in the Contractor's premium for the Contractor's bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

§ 7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined as the lesser of the manner stated in their Subcontract, or in the manner as prescribed in this Section 7.5 (and, if this is a CM/GC contract, as further limited pursuant to Sections 4 and 5 of the A133 Agreement). Payments to subcontractors or suppliers that are affiliates of Contractor for change work shall not exceed market rates for the services provided.

§ 7.5.6 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineers, project foreman, estimator, superintendent and their vehicles), taxes (except for sales tax), warranty, safety costs, quality control/assurance, purchasing, small or hand tool or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim preparation, and delay and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. The total aggregate amount of Fee allowed on Work performed by Contractor's own forces shall be limited to Contractor's original Fee percentage of the allowed costs of the change in the Work, but not more than 10% of the allowed costs of the change in the Work. The Contractor also shall receive the Fee identified in clause (2) below (or if less, Contractor's original fee percentage not exceeding 5%) on the amount owed directly to a Subcontractor or Supplier for materials supplied or work properly performed by that Subcontractor or Supplier.

.1 The Contractor shall receive as Overhead and Profit its Fee percentage of the cost of any materials or work performed by the Contractor's or its Affiliates' own forces or that labor performed or materials supplied by subcontractors; provided total Contractor Overhead and Profit charges cumulatively at all tiers shall not exceed 20%.

.2 Each Subcontractor at any tier (including lower tier subcontractor involved, but excluding an Affiliates of Contractor) shall receive a maximum of 10% of the cost of any materials or work

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directly performed by its own forces, and a maximum of 5% of the cost of any materials and labor performed by its sub-tier subcontractors.

If a change in the Work involves both additive and deductive items, the appropriate net Fee allowed will be added to the net positive difference of the items. If the net difference is negative, net negative Fee will be included in the negative figure as a further deduction. .

§ 7.5.7 The total cost of any change, including a Claim under Article 15, shall be limited to the reasonable value, as determined by the Owner (subject to appeal through the dispute resolution procedure of Article 15), of the items in this Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost of the work in the locality of the Project or the cost of the work in the current editions of R.S. Means Company, Inc. Building Construction cost Data as adjusted to local costs and conditions. The Owner or Architect may confer directly with Subcontractors or Suppliers of any tier concerning any item chargeable to the Owner under this Article to confirm balances due and to obtain statements or lien waivers.

§ 7.6 CHANGE PROPOSALS Within the time limits set out in this Section 7.6, after receipt of a Request For Change Order Proposal or a Construction Change Directive, the Contractor shall submit to the Owner and the Architect a written Change Order Proposal setting out any proposed adjustment in the Contract Sum or Contract Time, or both, to which the Contractor believes it (1) would be entitled as a result of the change in the Work proposed in the Request For Change Order Proposal or (2) is entitled as a result of the change in the Work directed by the Construction Change Directive. Such Change Order Proposal may be in the form of a lump sum proposal (with adequate cost substantiation as required by the Owner and calculations showing the amount of markups on costs), or a unit price proposal, or a combination thereof, for a proposed increase in the Contract Sum, and in similar form for a proposed extension of the ContractTime, and otherwise shall be in such form and in such detail as the Owner or the Architect may require. Such Change Order Proposal shall be submitted as soon as practicable after the Contractor's receipt of the Request For Change Order Proposal or the Construction Change Directive, but in no event later that thirty (30) days after the Contractor's receipt of the Request For Change Order Proposal or the Construction Change Directive.

§ 7.7 Contractor shall not be entitled to a Change Order for any change in the Work unless a Change Order has been signed by the Owner, a Construction Change Directive has been issued, a Change Proposal has been approved by the Owner in writing, or a similar written Authorization has been issued by the Owner, prior to initiation of such Work.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work;

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(3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The Contractor shall be required to use best efforts to mitigate both the necessity of the delay and the period of the delay. Extension shall not exceed the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby, but in no circumstance more than a day for day increase due to the number of days of legitimate occurrence as defined above, as the Owner may determine consistent with the provisions of the Contract Documents.

§ 8.3.1.1 No extensions of the Contract Time shall be allowed for delays or suspensions to the extent caused by the negligent or other wrongful acts or omissions of the Contractor, Subcontractors, or anyone for whose acts or omissions any of them are responsible, or by the failure of such persons or entities to perform as required by the Contract.

§ 8.3.1.2 Any such extension of the Contract Time shall be net of any contingency, weather delay, or "float" time allowance included in the Contractor's construction schedule. If more than one event causes concurrent delays, and the cause of at least one of those events is a cause of delay that would not entitle the Contractor to an extension of time, then to the extent of such concurrency, the Contractor shall not be entitled to an extension of time.

§ 8.3.2 All claims for extension of time shall be made in writing to the Owner no more than seven (7) days after the commencement of the delay; otherwise they shall be deemed waived and barred. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and shall notify the Owner within ten (10) days after the event causing the delay has ceased. Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 When the Contract Time has been extended (i) such extension of time shall be the Contractor's sole remedy for such delay, and the Contractor shall not be entitled to any delay, equitable adjustment or impact damages or other increase in compensation due to such extension, and (ii) the Contractor agrees to make no monetary claim under any legal theory for delay, interference or hindrance of any kind in the performance of this Contract for any reason, and (iii) agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work. This Section 8.3.4 shall not apply to the extent of unreasonable delay occasioned by any act or omission of the Owner or anyone acting by or through the Owner. Owner shall not be liable for any cost or claim for adjustment associated with the Contractor's inability to complete the Work prior to the established substantial or final completion dates for the Project.

§ 8.3.5 To the fullest extent allowed by law, the Contractor may recover an increase in the Contract Sum or Contract Time from the Owner for the Owner-directed changes only if the actions or inactions of the Owner or persons acting therefor were the actual cause of the delay. The Contractor shall not be entitled to an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence.

§ 8.3.6 In addition to the other limits stated in Section 8.3, to the fullest extent allowed by law, the Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, altitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar theories of damages.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

.1 The schedule of values shall include a line item for the final completion phase of the project close out deliverables, a value of 5% for of the contract valuation for projects under $500K, 2% for projects under $3M and 1% for projects over $5M, to be released by percentage complete and owners verification.

§ 9.2.1 If the contract sum exceeds $250,000.00, two percent (2%) of the total contract amount shall be allocated to a line item titled "closeout" and shall be payable as the closeout requirements stipulated in the Contract Documents, including but not limited to specification sections 01 77 00 and 01 78 00, are met by the Contractor. (Not sure if we should be citing specification sections that may or many not accurately represent closeout deliverables and contractor obligation). My recommendation is we stick with the A101 and A201 legal representation and utilize a general reference (.1).

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications of payments shall
be accompanied by certified payroll records for labor covered under the timeframe of the Application for Payment as required under public contracting requirements of the Contractor, its subcontractors and material men of all tiers requesting payment as a part of the payment request. Owner reserves the right to make two party checks at Owner's discretion.

§ 9.3.1.1 Draft Application: On or about the 25th of each month, the Contractor shall submit to the Architect and the Owner, a report on the current progress of the Work as compared to the Contractor's Construction Schedule, and a draft, itemized Application for Payment for work performed during the prior calendar month. This draft shall not constitute a payment request or formal Application for Payment. The Contractor, the Owner, and the Architect shall confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Owner or the Architect may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions from Subcontractors, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished. THE SUBMISSION OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE WORK IS CURRENT ON THE CONTRACTOR'S CONSTRUCTION SCHEDULE, unless otherwise noted on the application.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders; provided that the Owner may withhold payment of disputed Construction Change Directive amounts.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification For Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Furthermore, the issuance of a Certificate for Payment will not excuse Contractor from (1) defects in the quality or quantity of the Work, (2) Contractor's responsibility for construction means, methods, techniques, sequences or procedures, (3) deficiencies in requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, (4) Contractor's duty to properly use money previously paid on account of the Contract Sum or (5) any other obligation of Contractor under the Contract Documents.

§ 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

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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

.8 demonstrated failure by the Contractor and/or Subcontractors to abide by prevailing wage or other public contracting requirements incurring potential damages to the Owner to the extent payments withheld from Contractor satisfy any claim or reasonably anticipated claims from any third party including any agency unless security acceptable to the owner is provided by the Contractor.

.9 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;

.10 delay by the Contractor and/or its Subcontractor(s), or failure to comply with the Contractor's Construction Schedule requirements;

.11 failure of the Contractor to submit updates of the Contractor's construction schedule as required by Section 3.10.1.1;

.12 failure of the Contractor to provide satisfactions of claims of mechanics', material suppliers', design professionals', construction or similar liens;

.13 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;

.14 failure of the Contractor to provide waivers and releases from the Contractor and Subcontractors;

.15 liquidated damages; or

.16 any other grounds for withholding under this Contract or at law.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 The Owner will have the same rights of withholding as the Architect, under Section 9.5.1, regardless of whether the Architect withholds.

§ 9.5.4 To the fullest extent allowed by law, Contractor shall have no right to stop the Work if Contractor timely is paid for all undisputed invoices, and if so paid, Contractor shall proceed with the performance of its obligations hereunder with reservation of all rights and remedies it may have at law or in equity with respect to disputed invoices.

§ 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, absent any material breaches by Contractor and/or the Owner's good-faith belief that a withholding of payment is necessary to protect the Owner from Contractor's failure to perform its obligations hereunder.

§ 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

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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. If the Contractor does not receive payment for any cause which is not the fault of a particular subcontractor, but does receive payment for work done by the particular subcontractor, the Contractor shall pay that subcontractor on demand, made at any time after which such payment to the Contractor would have been made, for its satisfactorily completed work of such subcontractor, less the retained percentage.

§ 9.6.2.1 Should the Contractor withhold payment from a first-tier Subcontractor due to a bona fide dispute, the Contractor shall notify the Owner. The Owner may then withhold such funds from the Contractor until the dispute is resolved; provided that this Section 9.6.2.1 shall not be construed or applied to prevent the Contractor from receiving payment from the Owner for Work performed by the Contractor or by another Subcontractor when such Work is the subject of a back-charge by the Contractor against the Subcontractor involved in the bona fide dispute. In accordance with ORS Chapter 279C, unless payment is subject to a good-faith dispute as defined in ORS Chapter 279C, if Contractor or any first-tier Subcontractor fails, neglects, or refuses to make payment to person or entity furnishing labor or materials for this Project within thirty (30) days after receipt of payment from the Owner, the Contractor or first-tier Subcontractor shall owe the person or entity the amount due plus interest charges commencing at end of ten (10) day period that payment is due, unless payment is subject to good faith dispute as defined in ORS Chapter 279C. The rate of interest charged shall be equal to three (3) times the discount rate on ninety (90) day commercial paper in effect at Federal Reserve Bank on the date thirty (30) days after date payment was received from the Owner, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived. Additionally, if Contractor or any Subcontractor fails, neglects, or refuses to pay person or entity furnishing labor or material for the Project, the person or entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS Chapter 279C. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.6.9 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or Supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner may notify the Contractor. Should any Subcontractor, Supplier or other person make, record or file, or maintain any action on or respecting a claim of construction lien, mechanic's lien, stop notice or lis pendens, relating to the Work, then the Contractor shall immediately and at its sole expense cause the same to be removed, extinguished and expunged.

§ 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 fourteen (14) 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Contractor shall have no right to stop or suspend the Work, withhold services or Work, or terminate this Agreement if Contractor timely is paid all undisputed amounts after applicable withholdings, and if so paid, Contractor shall proceed with the performance of its obligations hereunder with reservation of rights, but subject to the other terms of this Agreement regarding assertion of Claims.

§ 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, including without limitation issuance of a certificate of occupancy or passage of any necessary governmental inspection; or (b) the date of the Owner's receipt of the Certificate of Substantial Completion from the Architect. The Work will be considered not Substantially Complete if the Owner determines that appropriate cleaning has not occurred. The only remaining Work after Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not interfere with or hamper the Owner's or its occupants' normal operations. Without limitation, no building or facility will be considered to have reached Substantial Completion unless all utilities and systems (mechanical, electrical, etc.) are connected, commissioned, and operating as required for normal use including balancing of the HVAC system, any receiving area and areas for loading and unloading are completed, the Contractor has completed all of the building systems training procedures with the Owner and the building or facility is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or designated portion thereof alone does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change liquidated damages owed to the Owner and the Owner can perform "move-in" activities without interruption or risk of damages to people or property.

§ 9.8.1.1 For Substantial Completion of the Work or designated portion thereof to be achieved, the Owner also must have received a temporary or final certificate of occupancy (if necessary for occupancy) and all other governmental approvals necessary and required for the Owner to occupy or utilize the Work or designated portion for its intended purpose.

§ 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 Owner's and 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 Owner, Contractor and the Architect to determine Substantial Completion. In the event the Architect is required to make more than two (2) observations to determine Substantial Completion because of the Contractor's fault, the Contractor shall reimburse the Owner for compensation for the Architect's services and expenses incurred in

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conducting the third (3rd) and subsequent such observations. If upon observation of the Work or designated portion thereof pursuant to this Section 9.8.3 there is not agreement between or among the Owner, Contractor and the Architect as to whether Substantial Completion has been achieved, the stage of the progress of the Work shall be determined by decision of the Architect.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion, or in other sections of the contract documents. With respect to components or portions of the Work for which Substantial Completion is achieved after the date of Substantial Completion of the Work as a whole, such warranties shall commence on the dates of Substantial Completion of such components or portions.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Commissioning of Critical Systems: The following systems of the Work, and any other systems designated in the Contract Documents, are considered "Critical Systems":

.1 HVAC system;
.2 Electrical system;
.3 Data communication system(s);
.4 Intercom system, the life safety system(s);
.5 Security system.
.6 Specialized systems integral to performing arts facilities necessary to fully function.

When the Contractor considers that the Critical Systems are up and running and ready for normal operation as specified for each phase, the Contractor shall so notify the Architect and Owner in writing a minimum of 14 days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect will then schedule a pre- commissioning inspection of these systems to determine whether the Critical Systems are complete and ready for normal operation. If the Architect's or Owner's inspection discloses that the Critical Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine completion of the Critical Systems and pay the costs associated with the re-inspections, including fees of the Architect and its consultants. When the Critical Systems are ready for operation, the Architect will notify the Owner in writing, which shall establish the Date of Commissioning. Warranties on the Critical Systems required by the Contract Documents shall commence on the later of the Date of Commissioning or Date of Substantial Completion, unless otherwise provided in the Contract Documents. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor..

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§ 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. A reasonable sum may be withheld by Owner until Contractor delivers to Owner record Drawings, Specifications, Addenda, Change Orders and other Modifications, and the warranties, instructions, and maintenance manuals required by the Specifications, and a final statement of the cost of the Work allocated in accordance with the budget and in a form approved by Owner.

§ 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 , nor start the period for correction of Work mentioned in Section 12.2.2, nor establish Substantial Completion of the portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of any of its obligations under the Contract.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Owner and the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. In the event the Architect is required to make more than two (2) observations to determine Final Completion, the contractor shall reimburse the Owner for compensation for the Architect's services and expenses incurred in conducting the third (3rd) and subsequent such observations.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. The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all fees and expenses incurred by the Owner for services performed after the required Final Completion date of all the Work due to the delay of the Contractor, whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.1 The term "Final Completion" as used in the Contract Documents shall mean that (1) Substantial Completion of the Work or designated portion thereof has been achieved and the punch list work completed, (2) the Owner has received a final certificate of occupancy and all other governmental approvals as necessary and required for the Owner to occupy or utilize the Work for its intended purpose and (3) the Contractor has performed all of its obligations under the Contract except for those obligations that, by their nature, extend beyond Final Completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and the Owner (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 the 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 thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (6) all warranties, guarantees, manuals, operation instructions, certificates, spare parts, maintenance stock, specified excess material, as-built drawings and other documents or items required by the Contract Documents; (7) originals of all permits, licenses and certificates, together with a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health departments and utility owners, provided to Owner with a copy of all closed or signed off permits; (8) proof satisfactory to Owner that the Contractor has fully complied with the requirements of ORS 279C.845(7); (9) if the Contractor is not domiciled in or registered to do business in the State of Oregon, confirmation the Contractor has complied with the requirements of ORS 279A.120.2; (10) as-built Drawings in CAD format acceptable to the Owner to the extent required by the Specifications or this Agreement; and (11) all other documents and items required by the Contract Documents to be provided as a condition of achieving Final

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Completion. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Owner may (1) retain funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount; or (2) accept from the Contractor, a bond or other security satisfactory to the Owner, in its sole discretion, to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including but not limited to all costs, disbursements, expenses and reasonable attorneys' fees.
§ 9.10.2.1 In addition to other documentation required by the Architect and the Owner as a condition of final payment, the application for final payment shall be accompanied by final waivers and releases of claims, executed by the Contractor and Subcontractors.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.3.1 If the Owner elects to make such payment in advance of Final Completion, the Owner may retain an amount no less than one hundred fifty percent (150%) of the value of such Work for the Contractor to finally complete the Work, as determined by the Architect.
§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 Records The Contractor shall maintain books, records, documents, and other evidence pertaining to the costs incurred by the Contractor in connection with or related to the Contract ("records") to such extent and in such detail as will properly reflect and fully support all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. The Contractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. In the event of a claim or dispute, the Contractor agrees to make available at the office of the Contractor at all reasonable times all records for inspection, audit and reproduction by the Owner and its representatives. These requirements shall be applicable to and included in each Subcontract and purchase order issued with respect to the Work, except fixed price Subcontracts where the price is $25,000 or less.

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 and the entirety of the Work.

§ 10.1.1 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof will:

- .1 Relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation;
- .2 Impose any obligation upon the Owner or the Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; and

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.3 Impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other person or entity.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 the work, materials, equipment, tools, machinery and facilities of or being utilized by the Owner's own forces or their separate design professionals, consultants or contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 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 and give the Owner and the Architect reasonable prior notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When required by law or for the safety of the work or the safety of adjoining property, Contractor shall shore up, brace, underpin or otherwise protect the foundations and other portions of existing structures which are in any way affected by the work. Contractor, before commencement of the work, shall give notices as required to adjoining land owners or other parties.

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§ 10.2.10 The Contractor shall, and shall require its Subcontractors to: be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying; furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, the name of an individual on each shift who has completed the OSHA Supervisory Training Course and a posted list of emergency facilities; take prompt action to correct any hazardous conditions reported; comply with the requirements of the Occupational Safety and Health Act ("OSHA") and all other applicable federal, state and local worker safety laws, rules and regulations, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, Subcontractors, Sub-subcontractors, and materialmen and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of the failure of its agents, employees, materialmen, Subcontractors or Sub-subcontractors to so comply. Contractor shall provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumber's torches and other flame and spark producing apparatus and comply with NFPA Standard No. 51B, as amended, or its replacement. The Contractor shall submit its Safety Plan for the Project in hardcopy form as a submittal to the Owner to demonstrate the general level of safety program he will conduct and his general adherence to good safety practices. The Owner's review, comment upon, approval or disapproval of such Safety Plan or any portion thereof shall not relieve Contractor for full responsibility for Project safety.

§ 10.2.10 The Contractor, in all cases, shall comply with OSHA, EPA and all other Governmental Workplace Requirements. The term "Governmental Workplace Requirements" as used in the Contract Documents shall mean building, traffic, environmental, occupancy health, accessibility for disabled and other applicable laws, statutes, ordinances, regulations or decrees, of any federal, state, county, municipal or other governmental or quasi-governmental authority or agency pertaining (a) to the Project, (b) to the use and operation of the Project for their intended purposes, or (c) if the context of the sentence establishes this term is being used in connection with a different subject than those described in clauses (a) or (b), then to the subject matter described in the Section in which the term is used.

§ 10.2.11 Injury or Damage to Person or Property If the Contractor 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 the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding seventy-two (72) hours after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter.

§ 10.2.12 Contractor shall protect adjoining private or municipal property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

§ 10.2.13 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion, and all Work in process and completed Work or designated portion. Contractor shall maintain Work materials and equipment free from damage from rain, wind, storms, frost or heat. If adverse weather makes it impossible to continue operations safely in spite of weather precautions, Contractor shall cease Work and immediately notify the Owner and the Architect of such cessation. Contractor shall not permit open fires or smoking on the Project site.

§ 10.3 Hazardous Materials and Substances

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

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§ 10.3.1.1 As used in this Article 10, the term "hazardous material" shall mean and include any "hazardous substance" as defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), any "hazardous waste" as defined in the federal Resource Conservation Recovery Act (RCRA), and similar terms as used in applicable federal, state and local statutes, rules and regulations.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Contractor shall indemnify and reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3,except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

(Paragraphs deleted)
§ 10.3.5 In the event the Contractor ceases the Work under any of the circumstances described in Section 10.3.1, the Owner in consultation with the Architect and Contractor shall arrange at the Owner's cost for such governmental reviews, professional services and laboratory and other analyses as are reasonably necessary to determine the presence or absence of the suspected hazardous material, wetland condition or archeological site. In so doing, the Owner shall inform the Architect and Contractor of the nature of the governmental reviews, professional services and laboratory and other analyses that the Owner intends to arrange, and the identity of the agencies, firms and individuals the Owner intends to involve. If the Contractor has a reasonable objection to the nature of the reviews, services or analyses that the Owner intends to arrange, or to the identity of the agencies, firms or individuals that the Owner intends to involve, the Owner and Contractor shall negotiate in good faith and with expediency to determine alternative means or parties to perform the reviews, services or analyses. The Contractor shall cooperate in good faith with the Owner, the Architect, the Architect's consultants, the Owner's separate consultants and contractors and other agencies, firms and individuals that perform services or work at the Project site to analyze, control, remediate, render harmless or protect the suspected hazardous material, wetland condition or archeological site. Upon a determination based on such completed reviews, services or analyses as are reasonably necessary that the suspected hazardous material in fact does not exist, or has been controlled, remediated, rendered harmless or protected, the Owner shall transmit a written order to the Contractor to resume the construction of the Work in the affected area. Upon receipt of such order, the Contractor shall resume the Work as ordered. The Contractor shall be entitled to an extension of the Contract Time to the extent the Contractor is delayed in the progress of the Work by cessation of the Work under Section 10.3.1. If the Contractor claims additional costs as a result of such cessation of the Work, it shall make a Claim pursuant to Article 15.

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§ 10.3.6 The Contractor shall not permit or allow any Hazardous Substance to be deposited, disposed, placed, generated, buried, discharged, manufactured, refined, transported, treated, handled or located on or about the Project. Except as reasonably required for and are in quantities appropriate to the performance of the Work then being done, the Contractor shall exercise oversight over the use and storage of such Hazardous Substances and compliance with Governmental Requirements applicable to such use and storage. The Contractor shall store all hazardous materials safely, whether or not required by the Contract Documents. To the extent required by applicable Governmental Requirements, the Contractor shall have Material Safety Data Sheets (MSDS) for all Hazardous Substances used in the workplace and make them available to employees who are potentially exposed to those Hazardous Substances. The MSDS and other information shall be available at the jobsite with two (2) full copies of all information to be turned over to the Owner as it is received. The Contractor will be solely responsible for compliance with any "Right to Know" law relating to notice to its employees and others concerning Hazardous Substances to which they could be exposed in the course or the conduct of the Work, including the labeling of such materials, the filing of any necessary reports relating thereto, and related requirements. The Owner shall not be responsible under this Section 10.3 forhazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances, or by the failure of Contractor to perform as required by this Section 10.3.

§ 10.3.7 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 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.

§ 10.5 SPILL RESPONSIBILITY

§ 10.5.1 The Contractor is responsible for any and all releases of environmental pollution during performance of the Contract which occur as a result of, or are contributed to by, actions of its agents, employees, or Subcontractors. The Contractor agrees to promptly remediate such releases to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner.

§ 10.5.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

.1 properly handle, use and dispose of all environmental pollutants and hazardous materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

.2 be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous materials that the Contractor has brought onto the Work site; and

.3 promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

§ 10.5.3 The Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by the Contractor's (i) fault or (ii) failure to perform in accordance with the Contract Documents. Nothing in this Section 10.5 shall limit the Contractor's liability or responsibility under any other provision of the Contract Documents.

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§ 10.5.4 The Contractor shall report all reportable quantity releases described in this Section 10.5 to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, the Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to the Owner within forty-eight (48) hours of the telephonic report. Such written report shall contain, at a minimum:

.1 Description of items released (identity, quantity, manifest number, and all other documentation required by law);
.2 Whether amount of items released is EPA/DOE reportable and, if so, when it was reported;
.3 Exact time and location of release, including a description of the area involved;
.4 Containment procedures initiated;
.5 Summary of communications about the release the Contractor has had with members of the press or state officials other than the Owner;
.6 Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue; and
.7 Personnel injuries, if any, resulting from, or aggravated by, the release.

§ 10.6 BUILDING SECURITY

The Contractor shall be responsible for the security of the construction area at all times. When working in an occupied facility, Contractor shall also be responsible for the security of the entire building to the extent the building's security is influenced by the Project. Should the Contractor knowingly compromise the building's security, including but not limited to, compromising security system, altering the security measures so that they are ineffective or knowingly leave the building vacant without activating the security system, the Contractor shall be responsible for any and all costs incurred by the Client, including but not limited to cost for security agents to secure the building, police response, Client staff response or loss/damage to the building. Additionally, such actions by Contractor under the terms of this section may be considered by the Client to be a material breach of contract by the Contractor and this Agreement may be terminated for cause at the Client's discretion.

§ 10.6.1 If access keys are provided to and subsequently lost by the Contractor, Contractor shall be fined ten thousand dollars ($10,000.00) per facility to pay for the Client's costs in having to re-key the affected facilities.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's consultants, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or the Architect, be uncovered for the Owner's or the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Owner or the Architect has not specifically requested to examine prior to its being covered, the Architect or the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense without reimbursement from the Owner

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or the Owner as defective 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 without reimbursement from the Owner. Roadways, pavements and curbs that are broken, damaged, settled or otherwise defective as a result of receiving, handling, storage of materials or the performance of any Work under the Contract Documents shall be fully restored to the satisfaction of the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, (i) within one year after the date of Substantial Completion of the Work; (ii) within two years after the date of Substantial Completion of the Work, as to those components of the Work that include, alter or affect any portion of the building envelope and penetration components; or (iii) within the period established by the terms of an applicable special warranty required by the Contract Documents or by law; or (iv) after the date for commencement of warranties established under Section 9.9.1, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Contractor shall correct it at the Contractor's expense without reimbursement from the Owner promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

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an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor on grounds of breach of warranty. The obligations of Contractor under this Section 12.2 shall survive acceptance of the Work under the Contract and termination of the Contact, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages. If the Contractor fails to correct defective or nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or the Architect, the Owner may correct it in accordance with Section 2.5. If payment of the Contract Sum has already been made by the Owner then upon demand the Contractor shall reimburse the Owner pursuant to Section 2.5. Without voiding specified warranties or relieving the Contractor of its responsibilities under this Section 12.2.2, the Owner reserves the right to make repairs as necessary to maintain the structure and its contents and operability. In addition:

.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of the facility and/or immediate response is required to present further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), Contractor shall initiate corrective work on site the same day if the Contactor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours. .

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, affects internal security, or limits the use of the facility (e.g. loss of heat in a single classroom, failure of one or more plumbing fixtures, interior door locks not working, etc.), Contractor shall initiate corrective work on site within two working days and shall complete corrective action within 5 working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within 14 calendar days and shall complete corrective action within 28 calendar days.

§ 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. For example, if a portion of the Work is completed 15 days after Substantial Completion, the period of correction shall commence as to such Work 15 days after Substantial Completion.
§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.22, for such corrective Work for that period of time that equals the amount of time after Substantial Completion of the Work as a whole that the corrected portions of the Work were defective or nonconforming. Such extensions shall be applicable only to corrected portions of the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 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.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is defective or 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 or applicable law. Establishment of the period for

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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 nor shall otherwise be deemed to limit the time within which the obligation to comply with the Contract Documents or applicable law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Prior to the first anniversary of Substantial Completion, the Contractor shall walk the project together with the Owner to identify items requiring to be corrected by the Contractor. The Contractor shall be responsible for scheduling this meeting, or shall attend such meeting together with relevant Subcontractors if scheduled by the Owner.

§ 12.3 Acceptance of Nonconforming Work If the Owner prefers to accept Work that is defective or 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. The Owner shall never be obligated to accept defective or non-conforming Work, or damages for the difference in value between conforming and defective or nonconforming Work, and in all cases the Owner shall be entitled to full removal and correction of defective or non-conforming Work.

§ 12.4 EFFECT OF OBSERVATIONS AND APPROVALS OF THE WORK
§ 12.4.1 The Contractor shall not be relieved from its obligations to perform the Work pursuant to the Contract Documents, or from responsibility for defects or nonconformities in the Work, either by the observations or reviews of the Work by the Owner, the Architect or other persons or entities or by other inspections, tests or approvals of the Work by any agency, entity or person.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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. The Contractor shall not assign its rights or obligations under the Contract in whole or in part, for any purpose, except to Subcontractors approved pursuant to the Contract, without the prior written consent of the Owner. If the Contractor makes or attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract and such assignment shall be null, void and of no force or effect. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing bonds or construction financing for the Project or to a successor school owner or another government agency, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The Contractor's sole remedy for claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to the Contact Documents or breach thereof, except claims which have been waived, is the dispute resolution procedure of Article 15.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.3.3 Notwithstanding any provision in this Contract to the contrary, in the event requirements of the Owner's lender or bond financing source, if any, regarding the conditions, calculation or timing of progress payments differ from those set forth in this Contract, Contractor shall cooperate to comply with such requirements provided the same are not unduly burdensome to Contractor.

§ 13.3.4 If the majority of the Ownership or the control of the Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, determines the Owner cannot itself reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty days written notice of termination and the opportunity for the Contractor to cure prior to termination.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and the Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. If the Contractor arranges for an inspection and the inspector is required to wait, to leave without inspection, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within 30 days of billing, the Owner may pay the charges directly and back charge the Contractor on the next progress payment the amount plus a 10% handling fee.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing. Contractor shall provide Architect seven (7) business days prior notice of such testing.

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

§ 13.4.7 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failure to inspect or test by the Owner, the Owner's representative, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery.

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§ 13.4.8 To the extent Owner is responsible for providing testing and inspection services coordinated by the Contractor, Contractor shall plan and organize the Work and coordinate with required testing and inspections as to eliminate excessive costs, including but not limited to, standby time, call-out when Contractor is not ready for inspections/testing, overtime, repeat site visits in any given day. Inspection costs associated with repeat inspections or tests or excessive costs as listed previously in this paragraph in excess of five (5.0) percent of total testing and inspection expenditures by Owner governed herein to this paragraph shall be the responsibility of the Contractor.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as specified by ORS 279C.570 from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located for public improvement contracts.

§ 13.6 TIME ACCRUAL OF CLAIMS For claims by the Owner against Contractor based on the so-called "discovery rule," the applicable period of limitations or claims shall not commence to run and any alleged cause of action shall not be deemed to have accrued, whether such claims or actions involve strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory, unless and until the party making the claim is fully aware of all three (3) of the following: (a) the identity of the party(ies) responsible; (b) the magnitude of the damage or the injury; and (c) the cause(s) of the damage or injury, provided this Section 13.6 shall not act to accelerate the accrual of any claim. The discovery rule provided herein applies in lieu of any other applicable statute or related case law. This provision does not accelerate the accrual of any claim earlier than what accrual would have been in the absence of this provision.

§ 13.7 EXCULPATORY PROVISION No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against any affiliate, partner, member, officer, director, trustee or beneficiary of the Owner on account of any agreement contained in the Agreement or any other Contract Documents, whether expressed or implied. Liability with respect to the entry and performance of this Agreement and all other Contract Documents, however it may arise, with respect to the Owner shall be asserted and enforced only against the Owner, and Contractor shall have no recourse to any assets of any affiliate, partner, member, director, officer, employee, trustee, beneficiary or other representative of the Owner. Any and all personal liability, if any, beyond that which may be asserted against the Owner is expressly waived and released by Contractor and by all persons or entities claiming by, through and under Contractor.

§ 13.8 INTERPRETATION The Contract Documents have been carefully reviewed by Contractor and its counsel and they shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel. Paragraph headings are for convenience only and shall not be a part of the Contract Documents or considered in their interpretation. The Exhibits attached hereto are made a part hereof.

§ 13.9 SURVIVAL § 13.9.1 If the full performance of an obligation is not required prior to the termination of this Contract, such obligation shall survive the termination and be fully enforceable thereafter. In addition, except as otherwise waived or barred, all rights and obligations set out in the Contract shall survive completion of the Project or termination of the Contract (1) as to the parties rights and obligations that arose before such completion of the Project or termination and (2) as is necessary to give effect to rights and obligations that arise after such completion of the Project or termination but derive from a breach or performance failure that occurred prior to such completion or termination.

§ 13.10 WAIVER, AMENDMENT AND EXTENSION; RIGHTS No waiver, amendment, extension or variation in the terms of the Contract Documents shall be valid against a party unless in writing and signed by such party and then only to the extent specifically set forth in the writing. No failure or delay on the part of Owner in exercising any right, power or privilege under the Contract Documents, nor any course of dealing between the parties, will waive, amend or vary the terms of the Contract Documents. The Owner's rights and remedies provided by the Contract are cumulative and the use of any one right or remedy by the Owner shall not preclude or waive the right to use any or all other remedies. The Owner's rights and remedies are given in addition to any other rights the Owner may have by law, statute, ordinance or otherwise.

§ 13.11 EXTENT OF CONTRACT The terms of the Contract Documents are intended by the parties to be a final expression of their understanding with respect to the Project and may not be contradicted by evidence of any prior or

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contemporaneous statements or understandings. No addition to, deletion from or modification of any term or provision of the Contract Documents shall be effective unless it is made in a writing signed by the parties hereto.

§ 13.12 SEVERABILITY § 13.12.1 This Contract is deemed to incorporate all provisions as required by law. Such incorporated provisions will have priority over any conflicting provision herein. Should any provision of the Contract, at any time, be in conflict with any law, statute, code, ordinance, rule, regulation or lawful order of a public authority, or be unenforceable or inoperative for any reason, then the remaining provisions of the Contract nonetheless shall continue in full force and effect and the court shall give the offending provision the fullest meaning and effect allowed by law.

§ 13.13 COUNTERPARTS This Contract may be executed in counterparts, a complete set of which shall be considered an original.

§ 13.14 AUTHORITY The Contractor represents and warrants that he or she or it has the full right, power, legal capacity and authority to enter into and perform the Contractor's respective obligations hereunder, and that such obligations shall be binding upon the Contractor without the requirement of the approval or consent of any other person or entity in connection herewith. Each person signing the Contract on behalf of the Contractor represents and warrants that he or she has the full right, power, legal capacity and authority to sign the Contract on behalf of the Contractor.

§ 13.15 REPRESENTATIONS Contractor represents that (1) it has sufficient knowledge and expertise to construct the Work in accordance with all applicable codes and regulations; (2) it has reviewed, analyzed, and has current knowledge of the site; and (3) it has reviewed, analyzed, and has found sufficient for completion of the Work the Contract Documents. Contractor acknowledges and warrants that any exceptions to this representation have been specifically identified in the Contract Documents.

§ 13.16 OPERATION AND MAINTENANCE MANUALS As part of the Work, Contractor shall submit one hard copy and two electronic media copies (on memory stick, CD or DVD and in standard Microsoft or Adobe format) of completed operation and maintenance manuals for review by the Owner's Representative prior to submission of any pay request for more than ninety percent (90%) of the work. No payments beyond ninety percent (90%) will be made by the Owner until the O & M Manual has been received. The O & M Manual shall contain a complete set of all submittals; all product data as required by the specifications; training information; a telephone list of consultants, manufacturers, installer and suppliers; manufacturer's printed data; balance reports; record and shop drawings; schematic diagrams of systems; appropriate equipment indices; warranties; bonds; etc. The Owner's Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, complete and approved sets of O & M Manuals shall be delivered to the Owner's Representative by the Contractor.

§ 13.17 Training As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Representative training sessions for all equipment and systems, as required in the individual specifications sections. The Contractor shall schedule training sessions at least two (2) weeks in advance of the date of training to allow the Owner's personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

§ 13.18 Compliance with All Governmental Laws and Regulations. The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and this Agreement. ORS Chapters 279A and 279C and the Attorney General's Model Public Contracting Rules (as such rules may have been modified by the Owner) ("Rules") contain certain requirements for public contracts, including but not limited to certain required contract provisions. Required contract provisions are attached as Exhibit C and are incorporated herein by this reference. Furthermore, Contractor and the Owner agree to comply with all requirements of ORS Chapter 297A and 279C, the Rules and all other applicable laws and regulations (collectively "Laws"), whether or not such applicable provisions are included in Exhibit C and whether or not such provisions are excised in Exhibit C. In the event of aconflict between any applicable Law and the provisions of this Contract, including Exhibit C, the Law shall prevail and control.

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§ 13.20 Contractor hereby agrees that the Project will be completed substantially in accordance with building permits and any other permits related to development of the Project, the Contract Documents and unless otherwise provided in the Contract Documents all manufacturers' or suppliers' recommended installation procedures so as to preserve any warranties with respect thereto, free and clear of all liens or encumbrances and within the time set forth in the Contract Documents. Contractor does further agree that on the date of Substantial Completion, the Project shall comply with all applicable building laws, ordinances, rules and regulations known, or which should in the exercise of reasonable care be known, to Contractor, and that all utility services necessary for the operation of the Project shall have been provided to the Project within the time for completion of construction.

§ 13.21 If the Contractor fails, neglects or refuses to make prompt payment for labor, materials, equipment or other services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the Owner may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

§ 13.22 This Contract is subject to the State of Oregon Bureau of Labor and Industries Prevailing Wage Rates, and Contractor shall pay or cause to be paid all workers accordingly.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or [120 days (adjust if there's a prospect for delay between signature and construction)] 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, andif the Owner fails to cure such reasons during the seven day period, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 Notwithstanding any provision of the Contract seemingly to the contrary, to the fullest extent allowed by law, Contractor shall not stop or suspend the Work or terminate this Contract in the event the Owner withholds any disputed payment, so long as the Owner continues to make undisputed payments for which the Architect has issued a Certificate of Payment.

§ 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;

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.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

.5 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;

.6 fails to comply with the current Contractor's construction schedule;

.7 is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

.8 submits one or more Applications for Payment that the Contractor overstates the amount to be paid, by the Owner.

.9 any other failure to perform on the part of the Contractor as may be defined in the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the Owner completes the Work and costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived exceeded the unpaid Contract Sum,, such excess shall be paid by the Contractor to the Owner
Contractor shall be responsible and shall pay all the Owners' claims for costs and damages upon demand, pending reconciliation pursuant to this Section 14.2.4. The amount to be paid to the Contractor or the Owner, as the case may be, shall be determined and, at the Owner's option, certified by the Architect upon application by the Owner. This obligation for payment shall survive termination of the Contract. Any other provision of this or any other Agreement, Contractor shall not be entitled to any compensation for work or associated profit or overhead that is not completed as of the date of termination when governed by this section 14.2 including but not limited to, lost profits on pending or incomplete work, materials in transit to the Project or opportunity costs.

§ 14.2.5 In the event the Owner terminates the Contract for cause under this Section 14.2 and such termination subsequently is determined in a final arbitrated award or a final judgment to have been wrongful, the termination shall automatically be converted to a termination for the Owner's convenience pursuant to Section 14.4.

§ 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 modifications in the cost and time caused by suspension, delay, or interruption under Section 14.3.1 on all Work executed only. Adjustment of the Contract Sum shall be consistent with the terms of the Contract Documents, provided to the fullest extent allowed by law Contractor waives all claims for additional profit as a result of such suspension.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.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the Contract for the Owner's convenience and without cause.

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, and also except for Work covered by the termination, terminate all existing subcontracts and purchase orders and similar agreements and enter into no further subcontracts and purchase orders, and similar agreements.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to section 14.5.

§ 14.4.4 If the Owner terminates for cause, the Owner at any time may, by notice to Contractor, convert the termination to a termination for convenience. In the event the Owner terminates for cause and it is determined that the Owner did not have sufficient cause for termination, such termination shall be deemed at the Owner's convenience under this Section. Termination for convenience shall not impair the Owner's other rights, including its rights and remedies for any breach of this Contract. In no event shall Contractor have a claim for damages, lost profits or otherwise on account of the termination of the Contract by the Owner, with or without cause.

§ 14.5 TERMINATION AND SUSPENSION BY THE OWNER

§ 14.5.1 In the event the Owner terminates the Contract in part under Section 14.2 or 14.4 or suspends the Contract in part under Section 14.3, the Contractor shall cooperate with the Owner and all other persons and entities performing work or services on the Project as necessary and required to facilitate the efficient and proper performance and completion of (1) the overall Project, if the Owner completes the entire Project, or (2) the portion of the Project the Owner completes, if the Owner completes less than the entire Project. In the event of a termination, the Owner expressly reserves the right to recover damages arising out of or related to Contractor's performance of the Contract, regardless of whether (a) such performance occurred before or after the effective date of termination or (b) the Owner provided Contractor with the opportunity to cure. Unless the Owner directs otherwise, after receipt of a notice of termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

.1 Stop Work under the Contract on the date and as specified in the Notice of Termination;

.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

.3 Procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;

.4 Assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the Owner shall have the right, in its discretion, to accept such assignments or any of them, and settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 With the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

.6 Transfer title and deliver to the entity or entities designated by the Owner the fabricated or un-fabricated parts. Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 Use its best efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the

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conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;

.8 Take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 Continue performance only to the extent not terminated.

§ 14.5.2 The Contractor shall, from the effective Date of Termination until the expiration of three (3) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work.

§ 14.5.3 In arriving at any amount due the Contractor after termination, in addition to any other permitted deductions, the following deductions shall be made:

.1 All un-liquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 Any claim pursued under the Contract which the Owner may have against the Contractor, including without limitation liquidated damages;

.3 An amount necessary to protect the Owner against outstanding or potential liens or claims;

.4 The agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of section 14.5.1.7, and not otherwise recovered by or credited to the Owner.

§ 14.5.4 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a claim for equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any claim by the Contractor for an equitable adjustment under this section must be asserted within thirty days from the effective date of the partial termination or it shall be deemed barred.

§ 14.5.5 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.6 The Owner may have costs reimbursable under this Article 14 audited and certified by accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.7 To the fullest extent allowed by law, the damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of 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, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the

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other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 The Contractor shall reimburse the Owner for additional costs incurred by the Architect for the following causes:

.1 More than two reviews of each Shop Drawing, Product Data Item, Sample and similar submittal of the Contractor .
.2 More than two site visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents .
.3 More than two site visits for any portion of the Work to determine final completion .
.4 Review of the Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect and Contractor .
.5 Responses to Contractor's requests for information where such information is available to the Contractor from a reasonable and careful study and comparison of the Contract Documents, or Contractor - prepared coordination drawings .
.6 Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. The Architect will consider a recommendation for a time extension under this Subparagraph only if all the following conditions are satisfied:

.1 The weather experienced at the Project site during the Contract periods is found to be unusually severe, that is, more severe than the normal adverse weather days anticipated for the Project location during any given month as published by the National Oceanic and Atmospheric Administration .
.2 The unusually severe weather actually caused a delay to the completion of the Project.
.3 The Contractor's original schedule and completion date reflected normal anticipated adverse weather delays in all weather dependent upon activities.

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§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

NEED TO DISCUSS IF THE INITIAL DECISION MAKER IS GOING TO BE KEPT

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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

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within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for

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

...

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.~~Contractor..

§ 1.1.2.1 Notwithstanding Section 1.1.2, the Owner is (1) a third-party beneficiary of subcontracts, purchase orders and similar agreements between the Contractor and its Subcontractors and between Subcontractors and their Subcontractors, as set out in Section 5.3, and (2) a contingent assignee of such subcontracts, purchase orders and similar agreements, as set out in Section 5.4.

...

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.~~shall consist of all items set forth in, required by or reasonably inferable from Contract Documents in order to fully complete the Project, including, unless otherwise specifically excluded, all demolition and construction services, supervision, administration, coordination, tests, inspections, clean up, repairs and other items that are necessary and appropriate, together with the additional, collateral and incidental work and services required for completion of the Work as set forth in the Contract Documents.

...

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. The

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stamped, signed and permitted Contract Documents are the official documents from which the Project is to be constructed. In the event that BIM documents are generated, BIM documents are solely for the purpose of facilitating the parties' understanding of the Project. BIM documents are diagrammatic and may not represent actual conditions. Actual conditions may vary.

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The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with ~~Section 15.2.~~ Section 15.2 and certify termination of the Agreement under Section 14.2.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

...

§ 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. The Work includes, unless specifically excluded, all demolition and construction services, construction supervision, administration, coordination, acquisition of permits and approvals, tests, inspections, clean up, repairs, and other items that are necessary and appropriate to complete construction of the Work together with the additional collateral and incidental work and services required for completion of the Work as set forth in the Contract Documents. Contractor is responsible for performing and completing the Work in a manner that provides a complete and functional Project for the Owner, and the Work includes all materials and labor required for provision of such a Project. References in the specifications to an article, device or piece of equipment in the singular shall apply to as many such articles, devices or pieces of equipment as are necessary to complete the installation.

§ 1.2.1.1 If any provision of this Contract at any time is determined to be invalid, void or otherwise unenforceable for any reason, then the remaining provisions or portions of provisions shall remain in full force and effect and the offending provision shall be given the broadest meaning and effect allowed by law. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

...

§ 1.2.4 In the event of conflicts, inconsistencies, discrepancies or ambiguities between or among the Contract Documents, interpretations shall be based on the following order of precedence:

.1 Modifications of the Contract, with those of later date having precedence over those of earlier date, and with those of the same date having precedence based upon Clauses
.2 through .6 of this Section 1.2.4; .2 the Agreement;
.3 these General Conditions;
.4 addenda, with those of later date having precedence over those of earlier date;
.5 the Drawings, with those in larger scale having precedence over those in smaller scale, and with notes and schedules thereon having precedence over the remainder; and
.6 the Specifications.
.7 Owner's Solicitation

§ 1.2.5 In the event of conflicts, inconsistencies, discrepancies or ambiguities between or among the Drawings, or between or among the Specifications, remaining after application of Section 1.2.4, those Drawings or Specifications of later date shall have precedence over those of earlier date. Drawings govern Specifications for quantity and location and Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the better quality shall govern. Work described in the specifications that is not specifically located on the drawings is nonetheless included in the Work. Items reasonably inferred from the Drawings but not in the Drawings (e.g., missing doorknobs, electrical connections to HVAC, etc.) shall be deemed part of the Drawings.

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Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Figured or written dimensions govern scale dimensions, and large scale Drawings govern small scale Drawings; provided that where the Contract Documents provide for different or conflicting standards or requirements as to any portion of the Work, Contractor shall be obligated to provide the better quality, greater quantity, or comply with the more stringent requirements. Dimensions shall be computed rather than determined by ruler or scaling the drawings.
In the event that work is shown on Drawings but not contained in Specifications or contained in the Specifications and not shown on the Drawings, it will be assumed the work as shown shall be provided at no change in the Contract Sum or Contract Time, according to the Drawings and/or Specifications. The Contractor shall not be entitled to an increase in the Contract Sum or Time arising out of an error or conflict where the Contractor failed adequately to review the Contract Documents and timely report the error or conflict to the Owner and the Architect. If a conflict, inconsistency, discrepancy or ambiguity nonetheless remains, the Contractor shall provide written notice thereof to the Architect and the Owner. Thereafter, unless otherwise ordered in writing by the Architect, the Contractor shall provide the better quality of, and the greater quantity of, the Work. The provisions of this Section 1.2.5 shall apply only to conflicts, inconsistencies, discrepancies or ambiguities in express requirements of the Drawings and Specifications and not to interpretations thereof by the Owner or the Architect.

§ 1.2.6 Where a conflict in Contract Document requirements occurs between the Specifications and Drawings or between Drawings only and clarification is not secured in writing prior to the Contractor's bid date or execution of this Agreement, whichever is earlier, the Contractor and its subcontractors at all tiers assume the responsibility and bear the risk that the bid assumption differs from the actual requirements of the Project. The Architect shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and subject to the approval of the Owner, the Contractor shall perform the Work consistent with the Architect's decision without adjustment of the Contract Sum or Contract Time.

Copied above.

Covered above.
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, and identified references to Sections and Clauses in the document, or (3) the titles of other documents published by the American Institute of ~~Architects.~~Architects or by Owner.
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§ 1.5.1 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor and its Sub-Contractors may retain one record set. Unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise agreed with the Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights.

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

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Owner (the Contractor acknowledges the Architect's consent also may be required and if so the Contractor shall procure such consent).

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~~The parties shall agree upon protocols governing the transmission and use of Instruments of Service~~ If the parties intend to transmit Drawings or Specifications or any other information or documentation in digital ~~form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~form, they shall comply with the Owner's identified protocols or, in the absence of such protocol, shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. (Need to discuss or determine what is used to establish digital transmission)

§ 1.9 Execution of Contract Documents The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Contractor is responsible for identifying such unsigned Document prior to initiating the Work.

...

§ 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. . Changes to the Contract involving modifications to the Contract Time or Contract Sum must be signed by an authorized representative of the Owner. The term "Owner" means the Owner or the Owner's authorized representative. The only entity or person authorized to act for the Owner means the authorized representative outlined above, including any substituted authorized representative. Teachers, staff, a principal, custodians or others at the school who are not the Owner's authorized representatives are not authorized to act for Owner as to any matter regarding this Contract.

...

§ 2.1.3 Owner shall have the right, but not the obligation, to have a representative on-site (who need not be the Owner's Representative identified above) to observe the progress of the Work. The presence of the Owner's representative shall in no way relieve the Contractor of Contractor's obligations to supervise the Work so that the Work is in conformity with the Contract Documents. The presence of Owner's representative on-site shall not he deemed in any respect to constitute an approval or concurrence by Owner that any portion of the Work has been properly executed, installed or completed in accordance with the Contract Documents, nor an assumption of any duty for the means and methods of performance of the Work. Owner's representative shall be entitled to make notes or audio or video recordings of conditions and activities observed and shall have the right to inspect and review activity reports, Contractor's logs or other information available on-site, or at Contractor's offices, provided that Owner Representative shall not materially delay the progress of the Work in undertaking such activities.

§ 2.2 Evidence of the Owner's Financial Arrangements (This is broken out from Information and services required of the owner to its own section. I would suggest staying with what is in 2007 but either works)

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§ 2.3.2 ~~The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~
(Requirement for retaining a architect was in section 4.1.1 move to here should be discussed as to verbiage)
§ 2.3.3 ~~If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~
(Moved from 4.1.3 discuss)

...

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.
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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. This right shall be in addition to, and not in restriction of, the Owner's other rights under this Agreement and at law, and its exercise shall not excuse the Contractor from damages caused by breach of this Agreement or its responsibility for full performance of this Agreement Any order issued under the terms of this paragraph shall be construed as a delay to the Work caused by the Contractor and shall in no way be interpreted as to be attributable the Owner.

...

§ 2.6 Owner's Audit Rights § 2.6.1 The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and the Architect at regular intervals, using Contractor's job-cost tracking system. The Contractor shall make available to the Owner any and all financial record documents and auditable project records, as it relates to this agreement, upon written request, within a timely manner.

§ 2.6.2 The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Owner's agents or authorized representatives. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract and records relating to the performance of the Work. The Contractor shall preserve such records for a period of at least three years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract

§ 2.6.3 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agents or authorized representatives shall have access to said records from the commencement of the Contract for the duration of the Work and thereafter.

§ 2.6.4 The Owner's agents or authorized representatives shall have access to all of the Contractor's facilities and databases where such records are located, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

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§ 2.7 Nonwaiver of Rights By the Owner No action or inaction on the part of the Owner at any time in the exercise of any right or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the Owner of any of its rights or remedies

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§ 3.1.1.1 Unless they leave the employ of the Contractor, the Contractor's Superintendent(s) and Project Manager(s) identified in this Agreement shall serve in these positions throughout the duration of the Contractor's performance of the Contract except as approved otherwise in writing in advance by the Owner. Persons named to replace those set out above shall be approved in writing in advance by the Owner. The Owner's approvals as required by this Clause shall not unreasonably be withheld. The Project Manager and Superintendent shall, among other things, supervise and coordinate all Work on the Project and shall attend and participate in all meetings throughout the Project unless excused from such attendance by the Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. applicable public contracting laws and in accordance with the rules, codes or requirements of any agency having jurisdiction over the Work.

...

§ 3.1.4 The Contractor shall be and operate as an independent contractor under this Contract and in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. In no event shall the Contractor be authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner. The Contractor accepts the relationship of trust and confidence between Contractor and the Owner and agrees to furnish its best professional skill, judgment and efforts to accomplish the Work in an expeditious manner consistent with the best interests of the Owner. Contractor acknowledges that it has a relationship of special trust with the Owner, and that the Owner is relying on Contractor's expertise in entering into this Contract. Nothing in the Contract Documents is intended or shall be construed as creating any other relationship or designating Contractor as an agent for or joint venturer with the Owner.

§ 3.1.5 The Contractor shall (a) record the progress of the Work; (b) submit to the Owner a written progress report every month; (c) submit to the Owner such reports and notifications as the Owner may reasonably request from time to time; and (d) keep a daily log of information reasonably relevant to the Work.

...

§ 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. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~authorities, except for unreported observed deficiencies or those items related to design-build or design-assist Work unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission, nonconformity or difference and failed to report it to the Architect and the Owner. If the Contractor performs any construction activity it knows or reasonably

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should have known involves an error, inconsistency or omission in the Contract Documents without such notice to the Architect and the Owner, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.4.1 Contractor shall confirm applicable requirements appearing in any easements, covenants and other record documents and in the event of any discovered conflict between any such requirement and the Drawings and Specifications shall immediately notify the Owner and the Architect.

§ 3.2.4.2 Any investigations of hidden or subsurface conditions have been made for design purposes. The results of these investigations may be bound into or referenced in the Contract Documents for the convenience of the Contractor and Sub-contractors and are a part of the Contract Documents. There is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments not inferable from such investigations may not occur.

§ 3.2.4.3 The Owner shall be entitled to deduct from the Contract Sum amounts paid by the Owner to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.5 Notwithstanding any other provision of the Contract, the Contractor hereby specifically acknowledges that the Contract Documents are sufficient to have enabled the Contractor to determine the cost of the Work therein in order to enter into the Contract, and that the Drawings, the Specifications and all Addenda and other Contract Documents are sufficient to enable the Contractor to perform the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations and otherwise to fulfill all of its obligations hereunder. The Contractor further acknowledges that (a) it has visited and made a thorough examination of the jobsite and existing documentation, (b) it has examined all conditions affecting the Work, (c) it has reviewed necessary tests, surveys, studies and reports and all other conditions which might reasonably affect the progress of the Work as the Contractor deems advisable, and that it has satisfied itself by such review, (d) having carefully examined the jobsite and all Drawings, Specifications, and documents, the Contractor has satisfied itself that there are no discrepancies or omissions in the Contract Documents that a Contractor exercising professional General Contracting practices, skills, judgment, etc. would have reasonably recognized, (e) the Contract Sum includes payment for all Work that may be necessary to overcome unanticipated conditions that a Contractor exercising professional General Contracting practices, skills, judgment, etc. would have reasonably recognized, and (f) except as otherwise expressly provided for herein, no Claim for unforeseen or unforeseeable conditions or limitations that exist or may arise affecting the Work or difficulties in performing the Work will be accepted, nor shall it give rise to a Claim, nor shall it constitute an excuse or basis for any failure or omission by the Contractor or for extra compensation, or as a basis for an extension of time in which to complete performance of the Contract.

§ 3.2.6 By executing this Contract, the Contractor represents and acknowledges that the Contract Sum is reasonable compensation for all the Work, that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the contract documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the Contract Sum. The Contractor acknowledges that having carefully examined the jobsite and all Drawings, Specifications, and documents, the Contractor has satisfied itself that there are no discrepancies or omissions in the Contract Documents that a Contractor exercising professional General Contracting practices, skills, judgment, etc. would have reasonably recognized.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. Contractor shall not proceed with that portion of the Work without further written instructions from the Owner or the Architect. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall perform no portion of the Work without Contract Documents, or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work, unless authorized to do so by written instructions of the Owner. Where specific instructions are given in a Contract Document, the Contractor shall review the instructions, including those of manufacturers, and promptly notify the Architect and the Owner in writing if the specified instruction or procedure deviates from accepted construction practice, or normal procedure, or will affect warranties, or other responsibilities of the Contractor. The Contractor's notification shall include reasonable alternatives that the Contractor, exercising Professional judgment, believes will accomplish the original intent of the Contract Documents.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors at any tier design professionals performing services on behalf of the Contractor or Subcontractors, and their respective 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.~~any of its Subcontractors at any tier. 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 its administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 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. Under no conditions shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times.

§ 3.3.4 Prior to the commencement of construction, the Contractor shall prepare and obtain the Owner's approval of a construction site management plan, which will take into account requirements contained in the Specifications, and the Owner's requirements and restrictions concerning access and parking for construction personnel, staging areas and material delivery times, traffic flow requirements of the Owner and local governmental authorities, and work hours, among other things.

§ 3.3.5 The Contractor shall perform such detailed examination, inspection and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the latest issue of the Drawings and Specifications. The Contractor shall be responsible for examination, inspection and quality surveillance of all Work performed by any Subcontractor, and for each Subcontractors' performance of such Work itself. The Contractor shall determine when it is necessary to perform and shall perform, or arrange for the performance of, tests (in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. If any of the Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of Contractor's obligations hereunder.

§ 3.3.6 The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all work without delay or revision. The Contractor shall establish and maintain existing lot lines, restrictions, and bench marks. The

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Contractor shall establish and maintain all other grades, lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. For new building construction or additions, the Contractor shall employ a professional land surveyor registered in the State of Oregon to establish building corners and floor elevations. The land surveyor shall also provide a stamped and signed drawing certifying the actual location of the building corners in reference to the lot lines and actual floor elevations as constructed. The Contractor shall report errors or inconsistencies to the Owner and the Architect before commencing Work and review placement of the improvements on the site with the Owner and the Architect after all lines are staked out and before foundation work is started.

§ 3.3.7 Should the Specifications and Drawings fail to particularly describe the material or kind of goods to be used in any place, or their method or integration into the Work, Contractor shall have the duty to make inquiry of the Owner and the Architect as to what is required prior to performance of the Work. Absent Specifications to the contrary, the material that would normally be used to produce finished Work shall be considered a part of the Contract requirements.

§ 3.3.8 If any of the Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of Contractor's obligations hereunder.

§ 3.3.9 Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and Contractor shall use its best efforts to maintain labor peace by and/or among its employees and subcontractors for the duration of the project. In the event of a labor dispute related to this project, Contractor shall not be entitled to an increase in the Contract Sum or Contract Time if the dispute was caused by acts or omissions of Contractor, or Contractor's agents, Subcontractors or Suppliers.

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§ 3.4.2.1 If prior to performing a certain portion of the Work, the Contractor desires to submit a substitute product or method for that Work in lieu of what has been specified, the Contractor shall provide written notice to the Architect and the Owner setting forth the following information and documents: .1 a full explanation of the proposed substitution and a submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operation procedures and other like information necessary for a complete evaluation of the substitution;

.2 reasons the substitution is advantageous and necessary, including but not limited to the benefits to the Owner and the Work in the event the substitution is accepted;

.3 the adjustment, if any, in the Contract Sum, in the event the substitution is accepted;

.4 the adjustment, if any, in the Contract Time and the Contractor's Construction Schedule in the event the substitution is accepted;

.5 an affidavit stating that (1) the proposed substitution meets all the requirements of the Drawings and Specifications and (2) the Contractor will perform or cause to be performed the warranty and correction of Work obligations with respect to the proposed substitution that would have been performed for the specified product or method; and

.6 the impact, if any, on the Subcontractors or other contractors performing Work on the Project, in the event the substitution is accepted.

Proposals for substitutions shall be submitted to the Architect and the Owner in sufficient time to allow the Architect and the Owner no less than fourteen (14) days for review.

By making requests for substitutions, the Contractor represents, warrants and certifies that: (1) the Contractor has personally investigated the proposed substitute product; (2) the Contractor will provide the same materials and labor warranty for the substitution that the Contractor would for that specified unless approved otherwise; (3) the substitute product is of equal or better quality and useful life to the originally-specified product; (4) the cost data presented is complete and includes all related costs under the Contract Documents except the Architect's redesign costs, and (5) the Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for

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the Work to be completed in all respects. The Contractor will be responsible for the reasonable costs of any time the Owner and/or the Architect expends in reviewing a Contractor substitution request. Should the Contractor or the Owner request substitution with a material or system of lesser quality and/or cost, if approved by the Owner, the Contractor shall compensate the Owner for the difference in cost through a deductive Change Order or 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. The Contractor shall not permit at the site of the Work the use of alcohol, tobacco or cannabis, vaping, illegal use of drugs or other controlled substances, firearms or other weapons, verbal or other harassment, lewd or obscene language or behavior, or disregard for the property, privacy, or personal or business interests of the Owner or other occupants of adjacent or nearby parcels, or their respective contractors. The Contractor agrees to take prompt and effective corrective action in the event of violations of these standards of conduct. The Owner may require in writing the Contractor to immediately remove from the Work any employee or other person carrying out the Contract that the Owner considers objectionable. To the fullest extent permitted by Law, the Contractor shall not be entitled to any change to the Contract Sum or Contract Time as a result of any such removal required by the Owner.

§ 3.4.4 The Contractor shall coordinate, supervise and otherwise administer the Work so as to maintain labor harmony between and among the trades performing the Work and so as to avoid lockouts, strikes and other labor-related events or circumstances which delay or otherwise impact the Work; provided that the Contractor's obligations under this Section 3.4.4 shall be limited to events and circumstances which occur substantially where the Work is performed or which result substantially from the actions of persons or entities performing the Work.

§ 3.4.5 The Contractor agrees that each of its employees, subcontractors' employees and principals/owners involved in the Work may, at the option of the Owner, be subject to a security check, at any time, through the local police department or other venue. Notwithstanding the foregoing, Contractor, and not the Owner, remains solely responsible for performing background checks on, and screening for public safety all subcontractors at any tier and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to the Owner upon request.

§ 3.4.6 Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and Contractor shall use its best efforts to maintain labor peace by and/or among its employees and subcontractors at all tiers for the duration of the project. In the event of a labor dispute related to this project, Contractor shall not be entitled to an increase in the Contract Sum or Contract Time if the dispute was caused by acts or omissions of Contractor, or Contractor's agents, subcontractors at any tier or suppliers.

§ 3.4.7 If requested by the Owner, the Contractor and all Subcontractors' employees shall submit to fingerprinting and be subject to criminal background checks and any other rules and procedures of the Owner as a condition of entering the Project site.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Notwithstanding the above, the contractor's warranty for all elements of the work shall hold regardless of normal wear and tear. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to any other warranties required by the Specifications or provided by law. The Contractor shall assign to the Owner all other warranties at the time of final completion of the Work.

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

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.Without limitation of any remedy of the Owner, upon Substantial Completion of the Work or termination of the Contract, the Owner shall be entitled to enforce at its option any and all Subcontractor and manufacturer warranties relating to Work performed and materials and equipment furnished by such Subcontractors. The Contractor agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties and Subcontractor warranties. The Contractor also shall collect, assemble in a binder, and submit to the Owner, in a manner acceptable to the Owner, written Subcontractor warranties, manufacturer warranties and related documents, including without limitation from Subcontractors performing Work and furnishing materials, equipment, appliances and other components of the Project. The Contractor shall assign to the Owner all other warranties at the time of final completion of the Work.

§ 3.5.3 The Contractor shall not be relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance and final payment. Contractor shall at Contractor's expense promptly pay and perform, to the reasonable satisfaction of the Owner, any repairs required of Contractor in fulfillment of the foregoing warranty obligations. Should Contractor fail to perform any maintenance or repair required of it pursuant to this Section 3.5 within seven (7) days of notice thereof from the Owner (provided no notice shall be required for emergency repairs), the Owner may make such repair and the Owner shall be entitled to recover directly from Contractor the reasonable cost thereof (including attorneys' fees) plus interest at the statutory rate thereon from the date of repair, immediately and upon demand by the Owner therefore.

§ 3.5.4 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.

The Contractor shall pay sales, consumer, corporate, use Business and Occupation, income and similar taxes for the Materials and 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. Such taxes are either separately stated or included in the Contract Sum. Contractor shall indemnify, defend and hold harmless the Owner from any liability for taxes and relating to the employees of Contractor, any Subcontractor or any Sub-subcontractor, including taxes and contributions required under the Federal Social Security Act and the unemployment compensation law or any similar law of any state. Contractor is advised that income taxes in West Linn, Wilsonville and surrounding areas may include, but not be limited to, taxation by the State of Oregon, by Clackamas County, or any such agency with jurisdiction.

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§ 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. Without limitation to the foregoing, Contractor shall procure all certificates of inspection, use, occupancy, permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work including without limitation street use and street closure permits. Certificates of inspection, use and temporary certificate of occupancy shall be delivered to the Owner by Contractor prior to (and as a condition to) Substantial Completion of the Work of each Phase in sufficient time for occupation of the Phase in accordance with the Contract Documents, and the final certificate of occupancy prior to (and as a condition to) Final Completion. The Owner will reimburse the Contractor for the actual cost, without markup, of the building permit, permanent utility connection permits and fees, and permits required for construction of work in the public right-of-way and associated bonds or assurances outside the Contract Sum. The Owner may, at its election, retain a firm to perform and pay for the permitting jurisdictions required special inspections. Any other required permits including trade permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work shall be the responsibility of the Contractor and are included in the Contract Sum. Contractor shall deliver an electronic copy in a PDF format of the building permit and attachments to the Architect and the Owner as soon as it is issued. Upon final completion, the Contractor shall deliver to the Owner all original permits, licenses and certificates of occupancy with photocopies to the Architect. The Building Permit and all other jurisdictional permits such as system development fees, shall be paid for by the Owner.

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...

.1 Make prompt payment to all Persons supplying labor or material; contributions to Industrial Accident Fund; liens and withholding taxes (ORS 279C.505(1))

.2 Demonstrate that an employee drug testing program is in place ORS 279C.505(2);

.3 If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective

.4 If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2);

.5 Make payment of claims by public officers (ORS 279C.515(1))

.6 Be responsible for first-tier subcontractor liability for late payment on Public Improvement Contracts pursuant to ORS 279C.515(2), including the rate of interest

.7 Understand any Person's right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract (ORS 279C.515(3))

.8 Abide by hours of labor in compliance with ORS 279C.520

.9 Abide by environmental and natural resources regulations (279C.525)

.10 Make payment for medical care and attention to employees (ORS 279C.530(1)

.11 Understand all employers, including Contractor, that employ subject workers who Work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2))

.12 Abide by maximum hours, holidays and overtime (ORS 279C.540)

.13 Abide by time limitation on claims for overtime (ORS 279C.545)

.14 Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.875)

.15 Pay Fees to BOLi (ORS 279C.830)

.16 Abide by Retainage rules (ORS 279C.550 to 279C.570)

.17 Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570)

.18 Maintain relations with subcontractors (ORS 279C.580)

.19 Make notice of claim (ORS 279C.605)

.20 Certify compliance with the Oregon tax laws in accordance with ORS 305.385

.21 Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.056 before the subcontractors commence Work under the Contract.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~correction.~~correction and such other costs and damages to the Owner as would have been avoided if the Contractor had performed its obligations

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If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ 7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.4.1 In addition to Contractor's indemnification and other obligations set forth in this Agreement, and its confirmation that Contractor is acting as an independent contractor, Contractor will defend, indemnify and save harmless the Owner and its Separate Contractors, consultants, and agents and employees of any of them against any and all settlement amounts and all liabilities, costs, losses, damages, fees (including attorney fees), and expenses in connection with any third-party legal proceeding (including administrative action, enforcement action, or other conduct or allegation by an individual, the Internal Revenue Service, or any state or local government agency or any other court, entity, or agency) asserting or predicated upon an alleged employment relationship or co- or joint employment relationship between any employees of Contractor or subcontractors at any tier (or such individual's or entity's employees or subcontractors) and any of the indemnified parties, or any obligation of the indemnified parties to pay or provide wages, withholding or employee benefits, including but not limited to such claims that assert or are predicated upon wrongdoing or alleged wrongdoing by the indemnified parties.

...

§ 3.7.5.1 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 seven (7) days after first observance of the conditions; otherwise Contractor's Claim will be barred. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner or 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 Owner or Architect shall promptly notify the Contractor in writing, stating the reasons. If either party disputes the Owner's or Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No increase to the Contract Sum or Contract Time shall be allowed if the Contractor knew of the concealed conditions prior to its executing the Contract or such conditions were reasonably discernable from the bidding documents or a careful review of the project site. If the Contractor encounters such a condition, and proceeds to perform any additional work or incur any additional jobsite costs in regard to such condition without prior written direction from the Owner, Contractor will be deemed to have acknowledged that such condition does not entitle Contractor to any additional compensation or extension of the Contract Time.

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The Contractor shall not perform any Work covered by an allowance before the execution by the Owner of a Change Order or Construction Change Directive incorporating the Drawings and Specifications related to the allowance item and any adjustment to the Contract Sum. In the event that the Contractor performs Work covered by an allowance before the execution by the Owner of a Change Order or Construction Change Directive, any costs incurred in excess of the allowance amount will be at Contractor's expense and without reimbursement from the Owner. Periodically, during the course of construction, representatives of the Contractor shall advise the Owner of the cost status of each allowance. The Contractor shall provide this information in a timely manner, but always prior to the termination of the allowance Work. The intent of this subparagraph is to identify possible cost overrun exposure and bring same to the attention of the Owner as soon as possible.

§ 3.8.3 Materials and equipment under an allowance shall be ~~selected by the Owner with reasonable promptness.~~proposed by Contractor and approved in writing by the Owner prior to procurement.

§ 3.9 Project Manager and 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 Contractor shall employ a competent project manager and necessary assistants during the performance of the Work. The project manager and superintendent shall represent the Contractor, and communications given to ~~the superintendent~~ either shall be as binding as if given to the Contractor.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed project manager and superintendent. Within 14 days of receipt of the information, the Owner and/or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the either the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.9.5 Within ten (10) days after issuance of the Notice to Proceed, the Contactor shall furnish to the Architect and the Owner a chain-of-command organizational chart which includes all supervisory personnel, including the Project Manager, the project engineer and the Superintendent, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including but not limited to their ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, contract time, and issues affecting quality of the Work. The Contractor shall also provide the Owner with a list of telephone numbers for all key personnel of the Contractor and its principal Subcontractors at all tiers for purposes of contacting personnel as the Owner reasonably determines necessary. Contractor shall periodically update the list as necessary to ensure the Owner has the most current information.

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§ 3.10.1 The Contractor, promptly but in any event within twenty (20) days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the ~~Work. The~~ Work in accordance with the requirements of the Contract Documents. Contractor shall prepare the schedule using the critical path method (CPM).The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The Contractor shall load his labor resource requirements and constructed value to each task on the schedule unless the Owner elects to waive this requirement in writing. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The construction schedule shall be updated by Contractor to reflect actual conditions on a period described elsewhere herein. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to adjust the schedule to correct the delay, including overtime and/or additional labor, if necessary. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and ~~Project.~~Project, or by Owner request.

§ 3.10.1.1 From time to time as appropriate during the performance of the Work but not less often than monthly, the Contractor shall prepare and submit to the Owner and the Architect, for the Owner's approval, a current, updated Contractor's construction schedule reflecting any and all changes and revisions.

§ 3.10.1.2 The Contractor shall take such actions as are necessary to adhere to the approved Contractor's construction schedule then in effect, which actions shall include as appropriate, but not be limited to, providing additional labor, supervision, materials, equipment, tools, Subcontractors and other services and facilities. For purposes of whether any Change Orders or Construction Change Directives extend the contractual dates of Substantial Completion and Final Completion, any "float" or "slack" time for the whole or any part of the Work shall not be for the exclusive use or benefit of either the Owner or the Contractor but shall be reserved and apportioned by the Owner and Contractor in accordance with the needs of the Project. The Contractor shall not be entitled to make a Claim based upon an alleged inability to complete the Project early.

...

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. The Contractor must include a response time of at least ten (10) days for the Architect's review and at least fourteen (14) days for review by the Architect's consultants. Neither the Owner nor the Architect can

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guarantee response times from governmental authorities, such as permitting agencies. Failure to adhere to its own construction schedule shall be deemed a failure on the part of the Contractor to conduct the work in an organized and professional manner and will be considered a material breach of contract.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the current, approved Contractor's construction schedule, the Owner shall have the right to order the Contractor to take corrective measures as necessary to restore the progress of the construction to the requirements of such schedule, including but not limited to (1) working additional shifts or overtime, (2) furnishing additional labor, services, materials, equipment and facilities and (3) other similar acceleration measures. The costs incurred by the Contractor pursuant to this Section 3.10.4 shall be paid by the Contractor.

§ 3.10.5 Without limiting the Owner's rights, upon demand by the Owner the Contractor shall prepare and submit to the Owner and the Architect a "Recovery Schedule," in a form and providing sufficient detail to explain and display how the Contractor intends to reschedule those activities to regain compliance with the Contractor's construction schedule during an agreed Recovery Period.

§ 3.10.5.1 Within seven (7) days after the Contractor's receipt of the Owner's demand for a Recovery Schedule, the Contractor shall present the Recovery Schedule to the Owner and the Architect. The Recovery Schedule shall represent the Contractor's best judgment as to how the Work should be made to comply with the Contractor's construction schedule within the agreed Recovery Period. The Recovery Schedule shall be prepared to a similar level of detail as the Contractor's construction schedule.

§ 3.10.6 Progress Meetings The Contractor shall participate in progress meetings held at least once every week or at more or less frequent intervals as may be described in the Contract Documents, with the Architect, the Owner, subcontractors at all tiers and other appropriate consultants. The Contractor shall fully brief the Architect and the Owner on the progress of the Work.

§ 3.10.7 Reports

.1 Progress Reports: Contractor shall prepare and deliver to the Owner at least monthly a progress report in a form and in sufficient detail as is reasonably acceptable to the Owner approved by the Owner. The progress report shall specify, among other things, an estimated percentage of completion, whether the Project is on schedule, and if not, the reasons therefore and the new proposed schedule, as well as the number of days worked for each category of labor and the projected Work to be completed in the next succeeding month. The report shall include a listing and the status of all Change Orders, Modifications, bulletins, and other relevant documents, and shall detail any issues challenging completion of the Work on schedule and Contractor's solutions to same.

.2 Additional Reports: Contractor shall prepare and deliver such additional reports as the Owner may reasonably request.

.3 Logs: Contractor shall prepare and keep current, for the Architect's and the Owner's approval, logs or schedules reflecting the date the items were submitted, when a response is reasonably due and when receipt occurred of Requests for Information (RFI's), Change Order Requests (COR's), Change Orders (CO's) and submittals which shall be coordinated by Contractor with Contractor's construction schedule and which allows the Architect and the Owner reasonable time to review submittals or other such documents. Contractor shall post all logs to eBuilder or if eBuilder is not used, give the Owner access to such logs and schedules at all times. Logs shall be kept on Excel spread sheets unless other format is approved by the Owner Representative.

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. ~~These shall be in electronic form or paper copy,~~ Contractor also shall maintain at the Project site for the Owner and the Architect one current copy of all subcontracts with Subcontractors, RFIs, Requests For Change Proposals and Change Proposals These shall be in electronic format, in a form acceptable to the Owner and Architect, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.11.1 The marked record Drawings and Specifications referenced shall be marked to show field decisions and selections affecting the Work, including but not limited to information regarding (1) approved or directed deviations from the Drawings and Specifications made during construction, (2) details of Work not previously shown or indicated, (3) changes to existing conditions or existing conditions found to differ from those shown on the Drawings or Specifications and (4) other information that the Architect or the Owner reasonably requests. The final set of marked Drawings shall be on drawings in PDF format and in reproducible hardcopy, with each hardcopy sheet stamped "As-Built" and signed by the Contractor. The final act of marked Specifications shall be in PDF format on disk and in reproducible hardcopy, with each hardcopy page stamped "As-Built" and signed by the Contractor.

§ 3.11.2 The location of all existing or new hidden piping, valves, and utilities, as located during the course of construction, shall be appropriately marked on plans. The approved permit set of plans shall also be available to the Architect and the Owner at the site.

§ 3.11.3 Contractor shall submit to the Architect with each Application for Payment an accurate and updated set of field drawings, in such format as the Architect may reasonably request, marked currently to record field changes and selections. Upon final completion of the Work the Contractor shall certify that the record documents reflect complete and accurate "as-built" conditions and shall deliver the documents as well as the approved permit set of plans in good condition to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents. Contractor shall indicate on the face of each as-built drawing its concurrence that the as-built drawings are accurate. Satisfactory maintenance and submission of up-to-date record drawings will be a requirement and condition for approval of progress payments. Notwithstanding the completion of the as-built drawings and any review and correction of such drawings by Contractor, neither the Architect nor Contractor shall be relieved of any responsibility each has under its contract with District for the execution and completion of Work in compliance with the Contract Documents.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. Any corrections or modifications to Shop Drawings requested by the Architect shall be deemed accepted by the Contractor, without change in Contract Sum or Contract Time, unless the Contractor provides the Architect with written notice specifically identifying the deviation and impact before commencing any Work from such Shop Drawings. The Contractor shall make all corrections and modifications requested by the Architect and, when requested by the Architect, provide a corrected Submittal. Notwithstanding the foregoing, 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 and the Owner's approval or review thereof. The Contractor shall be solely responsible for errors or omissions in all submittals and Shop Drawings, whether or not the submittals and Shop Drawings have been reviewed or approved by the Architect or the Owner. 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.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall 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. Contractor shall cause such portions of the Work to be designed, engineered, and permitted, and to construct such Work in accordance with all such criteria, in accordance with all applicable laws and codes, and in a manner such that these systems are functioning and properly integrated into the remainder of the Work. Any of Contractor's (or any Subcontractor's) design or engineering professionals shall carry errors and omissions coverage of at least $1,000,000 for the design and engineering of such Work. The premium for errors and omissions coverages is included in the Contract Sum. The Owner will be the Owner of all design and engineering documents so generated for the Work. They are not to be used by Contractor or its Subcontractors on any other project and shall be given to the Owner or destroyed upon completion of the Work, at the Owner's discretion. Contractor shall cause shop drawings

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and designs for such Work to be submitted in a timely fashion to the Architect for review in accordance with the schedule requirements. 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 Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, ~~calculations, specifications,~~ calculations,specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
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§ 3.12.11 Any corrections or modifications to Shop Drawings and other submittals made by the Architect shall be deemed acceptable by the Contractor, without change in the Contract Sum or Contract Time, unless said changes constitute changes to the Contract Documents and the Contractor provides the Architect with contrary written notice before commencing any such changed Work. In the absence of such notice, the Contractor shall make all corrections requested by the Architect and provide a corrected submittal without change in the Contract Sum or Contract Time.

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Portions of the site may be occupied and in use during construction. Contractor shall maintain access and services to minimize disturbance to occupants and to allow the Owner to utilize the occupied portion of the site throughout the construction period. Without limitation, the Contractor shall at all times and at its expense fully comply with the requirements of all applicable laws pertaining to storm water discharges and mitigation requirements.

§ 3.13.1 The Owner shall have the exclusive rights to approve of any signs erected at the Project, including without limitation signs placed on cranes or other equipment, company names, advertising on trailers, or other signs. The Contractor and all Subcontractors shall notify the Owner before signs are erected and shall obtain approval of their placement. No signs or advertising media of any nature shall be permitted on the site of Work or enclosing structures without the written approval of the Owner. Any approved signs shall comply with the applicable laws, ordinances, and/or rules. Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representations of the Owner, except with prior specific written authorization from the Owner.
§ 3.13.2 Prior to the commencement of construction, the Contractor shall prepare and obtain the Owner's approval of a construction site management plan, which will take into account requirements contained in the Specifications, and the Owner's requirements and restrictions concerning access and parking for construction personnel, staging areas and material delivery times, traffic flow requirements of the Owner and local governmental authorities, and work hours, among other things.

...

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect, the Owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work.

~~**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.~~

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§ 3.15.1. The Contractor shall keep the premises and surrounding area in a clean condition, free from accumulation of waste materials and rubbish, excavated materials and "tracking" caused by operations under the Contract, on a daily basis or such other period as is acceptable to the Owner. At completion of the Work, the Contractor shall remove from the site, the surrounding area and contiguous roads, streets and sidewalks waste materials, waste materials, rubbish, the Contractor and Subcontractor tools, construction equipment, machinery, and surplus materials from and about the Project. If the Work resides within an occupied facility, Contractor shall keep common areas free of debris to the satisfaction of the Owner.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to ~~reimbursement from the Contractor.~~reimbursement, or an offset of charges from the Contractor for the costs (internal or external) incurred by the Owner..

§ 3.15.3 The Contractor's obligations under this Section 3.15 shall include the proper disposal of all such waste materials, rubbish and disposable surplus materials consistent with and in compliance with all applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities, including without limitation those relating to hazardous materials and the environment.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, 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. Contractor's duty of defense shall arise immediately upon assertion of any claim actually or allegedly covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any limitations upon Contractor's duty of indemnification.

...

§ 3.18.3 If any provision of this Contract is determined to require either party to indemnify, defend, reimburse, hold harmless or provide insurance to the other party (or that party's insurers or sureties) in a manner that would violate applicable law (including but not limited to ORS 30.140), then the offending provision shall be construed such that it is given the broadest meaning and effect allowed by law.

§ 3.18.4 The indemnities and other covenants of this Section 3.18 shall survive the termination of the Contract.

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Nothing herein shall require the Owner to designate the Architect. If no such party is designated, the Owner shall reserve, for itself or a third party under contract with the Owner, the administrative duties, rights, and responsibilities of the Architect herein.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~Owner Notwithstanding any provision of the Contract to the contrary, the Contractor agrees that any matter which is subject to the review, interpretation, approval, consent or direction of the Architect shall also be subject to the review, interpretation, approval, consent or direction of the Owner, whose opinions(s) shall govern and bind the Contractor in the event of any disagreement between the Owner (on the one hand) and the Architect (on the other hand).

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§ 4.1.3 In the event of a termination of the Architect or a restriction of the duties, responsibilities or authority of the Architect as described in the Contract Documents, the Owner or a third party under contract with the Owner may carry out those duties, responsibilities and authority of the Architect; provided that all such duties, responsibilities and authorities that by law must be carried out by a licensed design professional shall be carried out by a licensed design professional.

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§ 4.2.1 ~~The~~ At the direction of the Owner, the Architect will provide administration of the Contract as described in the Contract Documents 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 and will ~~be an Owner's representative during construction until the date~~ provide administration of the Contract as described in the Contract Documents during construction until the date the Owner or 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.

.1 With the Owner's concurrence, the Architect may also provide administration from time to time during the period for correction of Work described in Section 12.2..

.2 Any act by the Architect that results in a change in cost or schedule on the part of the Contractor shall be approved by the Owner first and foremost.

...

§ 4.2.4.1 The Contractor shall provide the Owner with a direct copy of all written communications to or from the Architect, including all notes, requests, claims and potential changes in the Contract Sum or Time.

§ 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.~~ Contractor. (Why would we strike this. Recommend keeping)

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Ultimate authority to reject or accept Work shall reside with the Owner. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under the Contract Documents. The Architect's review is undertaken solely to satisfy its obligations to the Owner and shall not give rise to any claim by the Contractor or Subcontractors against the Architect or the Owner. The The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor should expect a submittal review cycle time of up to 14 days, although the Owner may in its discretion, at the request of Contractor, request that the Architect accelerate certain submittal reviews where these are shown to Owner to be necessary for the Project schedule. Neither the Owner nor the Architect can guarantee response times from governmental authorities.

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

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§ 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. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until at least 15 days after written request is made for them accompanied by sufficient information for the determination.

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4.2.15 Architect's services are performed solely for the Owner. No Contractor, subcontractor, sub-subcontractor, supplier, fabricator, or any other third party shall have a claim against Architect as a result of Architect's services under the Owner-Architect Agreement. Contractor shall include this provision in its contracts with its subcontractors.

...

§ 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. Unless the context indicates otherwise, the term "Subcontractor" also includes subcontractors, suppliers and consultants of the Contractor at all tiers, including subcontractors, suppliers and consultants of other Subcontractors.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, ~~as soon as practicable~~ within 7 days after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. ~~Within~~ The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specifications Sections, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces). The list shall be accompanied by evidence of any qualifications required within the technical Sections of the Project Manual and satisfactory to the Architect and the Owner. This list shall be updated monthly as part of the payment process if additional Subcontractors are engaged. No progress payment will become due until this information is so furnished. No action or inaction of the Owner or the Architect in response to receipt of the names of the proposed Subcontractors or Suppliers of any tier shall constitute approval of any Subcontractor or Supplier of any tier or of its performance.Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. If the Owner concludes that a proposed Subcontractor has materially failed to perform satisfactorily (such as causing a material delay or an unsafe working environment) on one or more projects for the Owner within three years of the bidding date or that a proposed Subcontractor is otherwise not "responsible", at the Owner's request, objection will be deemed reasonable and the Contractor shall replace the Subcontractor. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the work or compliance with all of the requirements of the Contract within the Contract Sum or the Contract Time, except that the Owner will be responsible for the difference between the original Subcontractor's sub-bid and the replacement Subcontractor's sub-bid including any schedule impact. Notwithstanding the above, if the Owner finds the Subcontractor irresponsible based on past performance which was known to the Contractor or reasonably should have been known to the Contractor, then replacement with another Subcontractor shall not result in any change to Contract Sum and/or Contract Time.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. . If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. Such removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Contract Time.

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§ 5.2.5 Notwithstanding the foregoing procedures, the Contractor may only engage and substitute first tier subcontractors as permitted by ORS 279C370, 279C.585, and 279C.590.

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by 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. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any subcontractor on request.

§ 5.3.2 Each subcontract, purchase order, and similar agreement shall state that the Subcontractor agrees to the contingent assignment of the subcontract, purchase order, or similar agreement to the Owner, consistent with Section 5.4. Each subcontract, purchase order and similar agreement at every tier shall provide that the Owner is and shall be a third-party beneficiary of such subcontract, purchase order and similar agreement, and that the Owner shall have the right, but not the obligation, to assert claims directly against the Subcontractor for breach of contract, breach of express warranties, breach of implied warranties including but not limited to warranties of merchantability and of fitness for a particular purpose, negligence and other claims arising out of or related to the Work or the Project. The Owner and Contractor acknowledge and agree that the purpose of this Section 5.3.2 is to enable the Owner at its discretion, in addition to the Contractor, to assert claims for damages and indemnification directly against Subcontractors that are or may be responsible for breach of the contract, defects in the Work, and other damages incurred by the Owner arising out of or related to the Work or the Project.

§ 5.3.3 Contractor shall include with every Subcontract agreement the following language: "Subcontractor binds itself to Contractor and Owner, and is obligated to Contractor and Owner, in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract. In the event of any dispute between the Owner and Contractor, Subcontractor shall be bound by all decisions, directives, interpretations and rulings of the Owner or the Architect, at Owner's option, including Owner's termination or suspension of Contractor."

§ 5.3.4 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors. No subcontracting of any of the Work shall relieve the Contractor its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents.

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§ 5.5 Subcontractors as Assignees and Third-Party Beneficiaries § 5.5.1 Nothing in this Article 5 or elsewhere in the Contract Documents shall be interpreted to (1) constitute an assignment of the Contractor's rights against the Owner to any Subcontractor or (2) make any Subcontractor a third-party beneficiary of the Contract.

§ 5.6 SUBCONTRACTOR CLAIMS The Contractor shall promptly pay (and secure the discharge of any liens or claims asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited, to any Subcontractors). The Contractor shall furnish to the Owner such releases of claims, payment, bond and surety claims, and other documents as required by Section 9.3 and as the Owner may request to evidence such payment and discharge. The Owner, at its option, may withhold payment, in whole or in part, to the Contractor until such documents are furnished.

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§ 6.1.5 The cost of any materials or equipment to be provided by the Owner shall not be included in the Contract Sum, and no Contractor Fee (if applicable) shall apply to such cost. The cost of installing such materials or equipment shall be included in the Contract Sum to the extent the Contract Documents require the Contractor to install such materials or equipment as part of the Work. Handling and storage of any such materials or equipment supplied by the Owner and delivered to the site for installation by the Contractor shall be the responsibility of the Contractor.

§ 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. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent.~~actually or readily apparent unless reasonably discoverable.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and ~~Architect. A~~ at the Owner's discretion the Architect;A Construction Change Directive requires agreement by the Owner and at the Owner's direction the Architect and may or may not be agreed to by the Contractor. An order for a minor change in ~~the Work~~ the Work, that has no effect on cost or on the overall project schedule, may be issued by the Architect ~~alone.~~alone, with Owner approval. Change Orders shall be deemed to cover all costs and time impacts associated with the Work change including, but not limited to, all direct and indirect costs, and Contractor shall be entitled to no further compensation or time adjustments related to such Work.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Before effectuating a change the Contractor shall propose the amount of change in the Contract Sum, if any, and the amount of change in the Contract Time, if any, arising from a proposed change in the work in the form of a Change Order Proposal. The Contractor shall submit its responsible proposal within no longer than seven (7) days after request from Owner or Architect, and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. If the Contractor fails to respond within this time or an agreed to extension thereof, the Contractor shall be liable for any delays or costs to other Work associated with accepting or denying the change. The Owner may accept the proposal in writing, in which case the Owner and Contractor are bound to the terms of the proposal, it will be deemed a Change Order, and the Contractor shall commence the change in the Work immediately in accordance with the proposal. The Owner shall include the accepted proposal in the next available formal Change Order. The Owner may reject the proposal, in which case the Owner may either not effectuate the change or may order the change through a Construction Change Directive or an order for a minor change in the Work.

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§**7.2.2** In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

1. Contractor's/Subcontractors' markup shall be limited to the following:
   - Contractor markup for work by Contractor's own forces, raw materials or equipment rentals by Contractor - 15.0%
   - Contractor markup for work by subcontractor forces, raw materials or equipment rentals by subcontractors - 10.0%

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• Subcontractor markup for work by Subcontractor's own forces, raw materials or equipment rentals by Subcontractor - 15.0%
• Subcontractor markup for work by sub-tier Subcontractors, raw materials or equipment rentals by sub-tier Subcontractors - 10.0%
• Under no circumstance shall the Owner pay more than 30% of total value of a change as markup to the Contractor, all Subcontractors and all sub-tier Subcontractors.
• All Change Orders shall include itemized breakdowns for all charges and shall specifically identify markup for all tiers.
• Markup shall include all additional costs including but not limited to profit and overhead, supervision, field office personnel, premiums for all bonds and insurance, permit fees, taxes, safety programs, small tools, small equipment, fuel charges, etc.
• If the net value of a change results in a credit to the Owner, the credit shall be the actual net cost, plus 5% for markup.

When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change

Small Tools/Equipment - Individual pieces of equipment having a replacement value of one thousand five hundred dollars ($1,500) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of markup defined herein.

§ 7.2.3 If the Change Order 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. At a minimum, the Contractor shall submit an itemized breakdown of the cost and/or time required by the Change in the Work, including but not limited to, the following: .a Material quantities and costs. .b Direct labor hours and hourly rates for specific work or operation to be performed. .c Equipment costs or rental charges. .d Specified overhead and profit. .2 Unit prices stated in the Contract Documents or subsequently agreed upon; or .3 As provided in Section 7.5; or .4 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or .5 As provided in Section 7.3.5.

§ 7.2.4 Agreement on any Amendment shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, the construction schedule, and the Contract Time.

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor's refusal to move forward with an approved Construction Change Directive will constitute a material breach of contract.

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§ 7.3.11 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The 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.

§ 7.3.12 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, suchagreement shall be effective immediately and the Architect or Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.3.13 Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the progress schedule directly caused thereby.

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§ 7.5 PRICING COMPONENTS

§ 7.5.1 The total cost of any changed Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

.1 Basic wages: The hourly wage (without markup, fringe benefits or labor burden) not to exceed that specified in the applicable "Prevailing Wage Publication" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the changed Work on the site. The premium portion of overtime wages is not included unless pre-approved by the Owner.

.2 Fringe benefits: Fringe benefits paid by the Contractor as established by the Oregon Bureau of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable. Costs paid or incurred by the Contractor for vacations, per diem, bonuses, stock options, or discretionary payments to employees are not reimbursable.

.3 Workers' insurances: Direct contributions to the State of Oregon as industrial insurance; medical aid; and supplemental pension by class and rates established by the Oregon Bureau of Labor and Industries.

.4 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

§ 7.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect. Discounts and rebates based on prompt payment shall be included.

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Architect prior to performing the work. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright.

§ 7.5.4 Cost of change in insurance or bond premium. This is defined as:

.1 Contractors' liability insurance: The cost (expressed as a percentage) of any changes in the Contractor's liability insurance arising directly from the changed Work; and

.2 Payment and performance bond: The cost (expressed as a percentage) of the change in the Contractor's premium for the Contractor's bond arising directly from the changed Work.

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Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

§ 7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined as the lesser of the manner stated in their Subcontract, or in the manner as prescribed in this Section 7.5 (and, if this is a CM/GC contract, as further limited pursuant to Sections 4 and 5 of the A133 Agreement). Payments to subcontractors or suppliers that are affiliates of Contractor for change work shall not exceed market rates for the services provided.

§ 7.5.6 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineers, project foreman, estimator, superintendent and their vehicles), taxes (except for sales tax), warranty, safety costs, quality control/assurance, purchasing, small or hand tool or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim preparation, and delay and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. The total aggregate amount of Fee allowed on Work performed by Contractor's own forces shall be limited to Contractor's original Fee percentage of the allowed costs of the change in the Work, but not more than 10% of the allowed costs of the change in the Work. The Contractor also shall receive the Fee identified in clause (2) below (or if less, Contractor's original fee percentage not exceeding 5%) on the amount owed directly to a Subcontractor or Supplier for materials supplied or work properly performed by that Subcontractor or Supplier.

.1 The Contractor shall receive as Overhead and Profit its Fee percentage of the cost of any materials or work performed by the Contractor's or its Affiliates' own forces or that labor performed or materials supplied by subcontractors; provided total Contractor Overhead and Profit charges cumulatively at all tiers shall not exceed 20%.

.2 Each Subcontractor at any tier (including lower tier subcontractor involved, but excluding an Affiliates of Contractor) shall receive a maximum of 10% of the cost of any materials or work directly performed by its own forces, and a maximum of 5% of the cost of any materials and labor performed by its sub-tier subcontractors.

If a change in the Work involves both additive and deductive items, the appropriate net Fee allowed will be added to the net positive difference of the items. If the net difference is negative, net negative Fee will be included in the negative figure as a further deduction. .

§ 7.5.7 The total cost of any change, including a Claim under Article 15, shall be limited to the reasonable value, as determined by the Owner (subject to appeal through the dispute resolution procedure of Article 15), of the items in this Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost of the work in the locality of the Project or the cost of the work in the current editions of R.S. Means Company, Inc. Building Construction cost Data as adjusted to local costs and conditions. The Owner or Architect may confer directly with Subcontractors or Suppliers of any tier concerning any item chargeable to the Owner under this Article to confirm balances due and to obtain statements or lien waivers.

§ 7.6 CHANGE PROPOSALS Within the time limits set out in this Section 7.6, after receipt of a Request For Change Order Proposal or a Construction Change Directive, the Contractor shall submit to the Owner and the Architect a written Change Order Proposal setting out any proposed adjustment in the Contract Sum or Contract Time, or both, to which the Contractor believes it (1) would be entitled as a result of the change in the Work proposed in the Request For Change Order Proposal or (2) is entitled as a result of the change in the Work directed by the Construction Change Directive. Such Change Order Proposal may be in the form of a lump sum proposal (with adequate cost substantiation as required by the Owner and calculations showing the amount of markups on costs), or a unit price proposal, or a combination thereof, for a proposed increase in the Contract Sum, and in similar form for a proposed extension of the ContractTime, and otherwise shall be in such form and in such detail as the Owner or the Architect may require. Such Change Order Proposal shall be submitted as soon as practicable after the Contractor's receipt of the Request For Change Order Proposal or the Construction Change Directive, but in no event later that thirty (30) days after the Contractor's receipt of the Request For Change Order Proposal or the Construction Change Directive.

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§ 7.7 Contractor shall not be entitled to a Change Order for any change in the Work unless a Change Order has been signed by the Owner, a Construction Change Directive has been issued, a Change Proposal has been approved by the Owner in writing, or a similar written Authorization has been issued by the Owner, prior to initiation of such Work.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The Contractor shall be required to use best efforts to mitigate both the necessity of the delay and the period of the delay. Extension shall not exceed the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby, but in no circumstance more than a day for day increase due to the number of days of legitimate occurrence as defined above, as the Owner may determine consistent with the provisions of the Contract Documents.

§ 8.3.1.1 No extensions of the Contract Time shall be allowed for delays or suspensions to the extent caused by the negligent or other wrongful acts or omissions of the Contractor, Subcontractors, or anyone for whose acts or omissions any of them are responsible, or by the failure of such persons or entities to perform as required by the Contract.

§ 8.3.1.2 Any such extension of the Contract Time shall be net of any contingency, weather delay, or "float" time allowance included in the Contractor's construction schedule. If more than one event causes concurrent delays, and the cause of at least one of those events is a cause of delay that would not entitle the Contractor to an extension of time, then to the extent of such concurrency, the Contractor shall not be entitled to an extension of time.

§ 8.3.2 All claims for extension of time shall be made in writing to the Owner no more than seven (7) days after the commencement of the delay; otherwise they shall be deemed waived and barred. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and shall notify the Owner within ten (10) days after the event causing the delay has ceased. Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.4 When the Contract Time has been extended (i) such extension of time shall be the Contractor's sole remedy for such delay, and the Contractor shall not be entitled to any delay, equitable adjustment or impact damages or other increase in compensation due to such extension, and (ii) the Contractor agrees to make no monetary claim under any legal theory for delay, interference or hindrance of any kind in the performance of this Contract for any reason, and (iii) agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work. This Section 8.3.4 shall not apply to the extent of unreasonable delay occasioned by any act or omission of the Owner or anyone acting by or through the Owner. Owner shall not be liable for any cost or claim for adjustment associated with the Contractor's inability to complete the Work prior to the established substantial or final completion dates for the Project.

§ 8.3.5 To the fullest extent allowed by law, the Contractor may recover an increase in the Contract Sum or Contract Time from the Owner for the Owner-directed changes only if the actions or inactions of the Owner or persons acting therefor were the actual cause of the delay. The Contractor shall not be entitled to an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence.

§ 8.3.6 In addition to the other limits stated in Section 8.3, to the fullest extent allowed by law, the Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, altitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar theories of damages.

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.1 The schedule of values shall include a line item for the final completion phase of the project close out deliverables, a value of 5% for of the contract valuation for projects under $500K, 2% for projects under $3M and 1% for projects over $5M, to be released by percentage complete and owners verification.

§ 9.2.1 If the contract sum exceeds $250,000.00, two percent (2%) of the total contract amount shall be allocated to a line item titled "closeout" and shall be payable as the closeout requirements stipulated in the Contract Documents, including but not limited to specification sections 01 77 00 and 01 78 00, are met by the Contractor. (Not sure if we should be citing specification sections that may or many not accurately represent closeout deliverables and contractor obligation). My recommendation is we stick with the A101 and A201 legal representation and utilize a general reference (.1).

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications of payments shall be accompanied by certified payroll records for labor covered under the timeframe of the Application for Payment as required under public contracting requirements of the Contractor, its subcontractors and material men of all tiers requesting payment as a part of the payment request. Owner reserves the right to make two party checks at Owner's discretion.

§ 9.3.1.1 Draft Application: On or about the 25th of each month, the Contractor shall submit to the Architect and the Owner, a report on the current progress of the Work as compared to the Contractor's Construction Schedule, and a draft, itemized Application for Payment for work performed during the prior calendar month. This draft shall not constitute a payment request or formal Application for Payment. The Contractor, the Owner, and the Architect shall confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Owner or the Architect may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions from Subcontractors, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished. THE SUBMISSION OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE WORK IS CURRENT ON THE CONTRACTOR'S CONSTRUCTION SCHEDULE, unless otherwise noted on the application.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change ~~Orders.~~Orders; provided that the Owner may withhold payment of disputed Construction Change Directive amounts.

§ 9.3.1.3 The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification For Payment, supported by AIA Document G703, Continuation Sheet.

...

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Furthermore, the issuance of a Certificate for Payment will not excuse Contractor from (1) defects in the quality or quantity of the Work, (2) Contractor's responsibility for construction means, methods, techniques, sequences or procedures, (3) deficiencies in requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, (4) Contractor's duty to properly use money previously paid on account of the Contract Sum or (5) any other obligation of Contractor under the Contract Documents.

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.8 demonstrated failure by the Contractor and/or Subcontractors to abide by prevailing wage or other public contracting requirements incurring potential damages to the Owner to the extent payments withheld from Contractor satisfy any claim or reasonably anticipated claims from any third party including any agency unless security acceptable to the owner is provided by the Contractor.

.9 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;

.10 delay by the Contractor and/or its Subcontractor(s), or failure to comply with the Contractor's Construction Schedule requirements;

.11 failure of the Contractor to submit updates of the Contractor's construction schedule as required by Section 3.10.1.1;

.12 failure of the Contractor to provide satisfactions of claims of mechanics', material suppliers', design professionals', construction or similar liens;

.13 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;

.14 failure of the Contractor to provide waivers and releases from the Contractor and Subcontractors;

.15 liquidated damages; or

.16 any other grounds for withholding under this Contract or at law.

...

§ 9.5.5 The Owner will have the same rights of withholding as the Architect, under Section 9.5.1, regardless of whether the Architect withholds.

§ 9.5.4 To the fullest extent allowed by law, Contractor shall have no right to stop the Work if Contractor timely is paid for all undisputed invoices, and if so paid, Contractor shall proceed with the performance of its obligations hereunder with reservation of all rights and remedies it may have at law or in equity with respect to disputed invoices.

§ 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.~~absent any material breaches by Contractor and/or the Owner's good-faith belief that a withholding of payment is necessary to protect the Owner from Contractor's failure to perform its obligations hereunder.

§ 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. If the Contractor does not receive payment for any cause which is not the fault of a particular subcontractor, but does receive payment for work done by the particular subcontractor, the Contractor shall pay that subcontractor on demand, made at any time after which such payment to the Contractor would have been made, for its satisfactorily completed work of such subcontractor, less the retained percentage.

§ 9.6.2.1 Should the Contractor withhold payment from a first-tier Subcontractor due to a bona fide dispute, the Contractor shall notify the Owner. The Owner may then withhold such funds from the Contractor until the dispute is

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resolved; provided that this Section 9.6.2.1 shall not be construed or applied to prevent the Contractor from receiving payment from the Owner for Work performed by the Contractor or by another Subcontractor when such Work is the subject of a back-charge by the Contractor against the Subcontractor involved in the bona fide dispute. In accordance with ORS Chapter 279C, unless payment is subject to a good-faith dispute as defined in ORS Chapter 279C, if Contractor or any first-tier Subcontractor fails, neglects, or refuses to make payment to person or entity furnishing labor or materials for this Project within thirty (30) days after receipt of payment from the Owner, the Contractor or first-tier Subcontractor shall owe the person or entity the amount due plus interest charges commencing at end of ten (10) day period that payment is due, unless payment is subject to good faith dispute as defined in ORS Chapter 279C. The rate of interest charged shall be equal to three (3) times the discount rate on ninety (90) day commercial paper in effect at Federal Reserve Bank on the date thirty (30) days after date payment was received from the Owner, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived. Additionally, if Contractor or any Subcontractor fails, neglects, or refuses to pay person or entity furnishing labor or material for the Project, the person or entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS Chapter 279C. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
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§ 9.6.9 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or Supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner may notify the Contractor. Should any Subcontractor, Supplier or other person make, record or file, or maintain any action on or respecting a claim of construction lien, mechanic's lien, stop notice or lis pendens, relating to the Work, then the Contractor shall immediately and at its sole expense cause the same to be removed, extinguished and expunged.

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~~ fourteen (14) 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Contractor shall have no right to stop or suspend the Work, withhold services or Work, or terminate this Agreement if Contractor timely is paid all undisputed amounts after applicable withholdings, and if so paid, Contractor shall proceed with the performance of its obligations hereunder with reservation of rights, but subject to the other terms of this Agreement regarding assertion of Claims.

...

§ 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.~~use, including without limitation issuance of a certificate of occupancy or passage of any necessary governmental inspection; or (b) the date of the Owner's receipt of the Certificate of Substantial Completion from the Architect. The Work will be considered not Substantially Complete if the Owner determines that appropriate cleaning has not occurred. The only remaining Work after Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not interfere with or hamper the Owner's or its occupants' normal operations. Without limitation, no building or facility will be considered to have reached Substantial Completion unless all utilities and systems (mechanical, electrical, etc.) are connected, commissioned, and operating as required for normal use including balancing of the HVAC system, any receiving area and areas for loading and unloading are completed, the Contractor has completed all of the building systems training procedures with the Owner and the building or facility is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or designated portion thereof alone does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change liquidated damages owed to the Owner and the Owner can perform "move-in" activities without interruption or risk of damages to people or property.
§ 9.8.1.1 For Substantial Completion of the Work or designated portion thereof to be achieved, the Owner also must have received a temporary or final certificate of occupancy (if necessary for occupancy) and all other governmental

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approvals necessary and required for the Owner to occupy or utilize the Work or designated portion for its intended purpose.

...

§ 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 Owner's and 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 Owner, Contractor and the Architect to determine Substantial Completion. In the event the Architect is required to make more than two (2) observations to determine Substantial Completion because of the Contractor's fault, the Contractor shall reimburse the Owner for compensation for the Architect's services and expenses incurred in conducting the third (3rd) and subsequent such observations. If upon observation of the Work or designated portion thereof pursuant to this Section 9.8.3 there is not agreement between or among the Owner, Contractor and the Architect as to whether Substantial Completion has been achieved, the stage of the progress of the Work shall be determined by decision of the Architect.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial ~~Completion.~~Completion, or in other sections of the contract documents. With respect to components or portions of the Work for which Substantial Completion is achieved after the date of Substantial Completion of the Work as a whole, such warranties shall commence on the dates of Substantial Completion of such components or portions.

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§ 9.8.6 Commissioning of Critical Systems: The following systems of the Work, and any other systems designated in the Contract Documents, are considered "Critical Systems":

.1 HVAC system;
.2 Electrical system;
.3 Data communication system(s);
.4 Intercom system, the life safety system(s);
.5 Security system.
.6 Specialized systems integral to performing arts facilities necessary to fully function.

When the Contractor considers that the Critical Systems are up and running and ready for normal operation as specified for each phase, the Contractor shall so notify the Architect and Owner in writing a minimum of 14 days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect will then schedule a pre- commissioning inspection of these systems to determine whether the Critical Systems are complete and ready for normal operation. If the Architect's or Owner's inspection discloses that the Critical Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine completion of the Critical Systems and pay the costs associated with the re-inspections, including fees of the Architect and its consultants. When the Critical Systems are ready for operation, the Architect will notify the Owner in writing, which shall establish the Date of Commissioning. Warranties on the Critical Systems required by the Contract Documents shall commence on the later of the Date of Commissioning or Date of Substantial Completion, unless otherwise provided in the Contract Documents. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use

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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.~~Contractor..

§ 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. A reasonable sum may be withheld by Owner until Contractor delivers to Owner record Drawings, Specifications, Addenda, Change Orders and other Modifications, and the warranties, instructions, and maintenance manuals required by the Specifications, and a final statement of the cost of the Work allocated in accordance with the budget and in a form approved by Owner.

§ 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.~~Documents , nor start the period for correction of Work mentioned in Section 12.2.2, nor establish Substantial Completion of the portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of any of its obligations under the Contract.

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§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Owner and the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. ~~The~~ In the event the Architect is required to make more than two (2) observations to determine Final Completion, the contractor shall reimburse the Owner for compensation for the Architect's services and expenses incurred in conducting the third (3rd) and subsequent such observations.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. The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all fees and expenses incurred by the Owner for services performed after the required Final Completion date of all the Work due to the delay of the Contractor, whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.1 The term "Final Completion" as used in the Contract Documents shall mean that (1) Substantial Completion of the Work or designated portion thereof has been achieved and the punch list work completed, (2) the Owner has received a final certificate of occupancy and all other governmental approvals as necessary and required for the Owner to occupy or utilize the Work for its intended purpose and (3) the Contractor has performed all of its obligations under the Contract except for those obligations that, by their nature, extend beyond Final Completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and the Owner (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 the Owner) have been paid or otherwise ~~satisfied,~~ satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in ~~effect,~~ effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract ~~Documents,~~ Documents; (4) consent of surety, if any, to final ~~payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6)~~ payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner; (6) all warranties, guarantees, manuals,

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operation instructions, certificates, spare parts, maintenance stock, specified excess material, as-built drawings and other documents or items required by the Contract Documents; (7) originals of all permits, licenses and certificates, together with a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health departments and utility owners, provided to Owner with a copy of all closed or signed off permits; (8) proof satisfactory to Owner that the Contractor has fully complied with the requirements of ORS 279C.845(7); (9) if the Contractor is not domiciled in or registered to do business in the State of Oregon, confirmation the Contractor has complied with the requirements of ORS 279A.120.2; (10) as-built Drawings in CAD format acceptable to the Owner to the extent required by the Specifications or this Agreement; and (11) all other documents and items required by the Contract Documents to be provided as a condition of achieving Final Completion. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the ~~Contractor may furnish a bond satisfactory to the Owner~~ Owner may (1) retain funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount; or (2) accept from the Contractor, a bond or other security satisfactory to the Owner, in its sole discretion, to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including ~~all costs and reasonable attorneys' fees.~~but not limited to all costs, disbursements, expenses and reasonable attorneys' fees.
§ 9.10.2.1 In addition to other documentation required by the Architect and the Owner as a condition of final payment, the application for final payment shall be accompanied by final waivers and releases of claims, executed by the Contractor and Subcontractors.

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§ 9.10.3.1 If the Owner elects to make such payment in advance of Final Completion, the Owner may retain an amount no less than one hundred fifty percent (150%) of the value of such Work for the Contractor to finally complete the Work, as determined by the Architect.

...

§ 9.11 Records The Contractor shall maintain books, records, documents, and other evidence pertaining to the costs incurred by the Contractor in connection with or related to the Contract ("records") to such extent and in such detail as will properly reflect and fully support all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. The Contractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. In the event of a claim or dispute, the Contractor agrees to make available at the office of the Contractor at all reasonable times all records for inspection, audit and reproduction by the Owner and its representatives. These requirements shall be applicable to and included in each Subcontract and purchase order issued with respect to the Work, except fixed price Subcontracts where the price is $25,000 or less.

...

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the ~~Contract.~~Contract and the entirety of the Work.

§ 10.1.1 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof will:

.1 Relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation;

.2 Impose any obligation upon the Owner or the Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; and

.3 Impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other person or entity.

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.4 the work, materials, equipment, tools, machinery and facilities of or being utilized by the Owner's own forces or their separate design professionals, consultants or contractors.

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...

§ 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.~~personnel and give the Owner and the Architect reasonable prior notice.

...

§ 10.2.9 When required by law or for the safety of the work or the safety of adjoining property, Contractor shall shore up, brace, underpin or otherwise protect the foundations and other portions of existing structures which are in any way affected by the work. Contractor, before commencement of the work, shall give notices as required to adjoining land owners or other parties.

§ 10.2.10 The Contractor shall, and shall require its Subcontractors to: be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying; furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, the name of an individual on each shift who has completed the OSHA Supervisory Training Course and a posted list of emergency facilities; take prompt action to correct any hazardous conditions reported; comply with the requirements of the Occupational Safety and Health Act ("OSHA") and all other applicable federal, state and local worker safety laws, rules and regulations, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, Subcontractors, Sub-subcontractors, and materialmen and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of the failure of its agents, employees, materialmen, Subcontractors or Sub-subcontractors to so comply. Contractor shall provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumber's torches and other flame and spark producing apparatus and comply with NFPA Standard No. 51B, as amended, or its replacement. The Contractor shall submit its Safety Plan for the Project in hardcopy form as a submittal to the Owner to demonstrate the general level of safety program he will conduct and his general adherence to good safety practices. The Owner's review, comment upon, approval or disapproval of such Safety Plan or any portion thereof shall not relieve Contractor for full responsibility for Project safety.

§ 10.2.10 The Contractor, in all cases, shall comply with OSHA, EPA and all other Governmental Workplace Requirements. The term "Governmental Workplace Requirements" as used in the Contract Documents shall mean building, traffic, environmental, occupancy health, accessibility for disabled and other applicable laws, statutes, ordinances, regulations or decrees, of any federal, state, county, municipal or other governmental or quasi-governmental authority or agency pertaining (a) to the Project, (b) to the use and operation of the Project for their intended purposes, or (c) if the context of the sentence establishes this term is being used in connection with a different subject than those described in clauses (a) or (b), then to the subject matter described in the Section in which the term is used.

§ 10.2.11 Injury or Damage to Person or Property If the Contractor 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 the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding seventy-two (72) hours after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter.

§ 10.2.12 Contractor shall protect adjoining private or municipal property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

§ 10.2.13 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion, and all Work in process and completed Work or designated portion. Contractor shall maintain Work materials and equipment free from damage from rain, wind, storms, frost or heat. If

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adverse weather makes it impossible to continue operations safely in spite of weather precautions, Contractor shall cease Work and immediately notify the Owner and the Architect of such cessation. Contractor shall not permit open fires or smoking on the Project site.

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

§ 10.3.1.1 As used in this Article 10, the term "hazardous material" shall mean and include any "hazardous substance" as defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), any "hazardous waste" as defined in the federal Resource Conservation Recovery Act (RCRA), and similar terms as used in applicable federal, state and local statutes, rules and regulations.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The ~~Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except~~ Contractor shall indemnify and reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3,except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

~~**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

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

§ 10.3.5 In the event the Contractor ceases the Work under any of the circumstances described in Section 10.3.1, the Owner in consultation with the Architect and Contractor shall arrange at the Owner's cost for such governmental reviews, professional services and laboratory and other analyses as are reasonably necessary to determine the presence or absence of the suspected hazardous material, wetland condition or archeological site. In so doing, the Owner shall inform the Architect and Contractor of the nature of the governmental reviews, professional services and laboratory and other analyses that the Owner intends to arrange, and the identity of the agencies, firms and individuals the Owner intends to involve. If the Contractor has a reasonable objection to the nature of the reviews, services or analyses that the Owner intends to arrange, or to the identity of the agencies, firms or individuals that the Owner intends to involve, the Owner and Contractor shall negotiate in good faith and with expediency to determine alternative means or parties to perform the reviews, services or analyses. The Contractor shall cooperate in good faith with the Owner, the Architect, the Architect's consultants, the Owner's separate consultants and contractors and other agencies, firms and individuals that perform services or work at the Project site to analyze, control, remediate, render harmless or protect the suspected hazardous material, wetland condition or archeological site. Upon a determination based on such completed reviews, services or analyses as are reasonably necessary that the suspected hazardous material in fact does not exist, or has been controlled, remediated, rendered harmless or protected, the Owner shall transmit a written order to the Contractor to resume the construction of the Work in the affected area. Upon receipt of such order, the Contractor shall resume the Work as ordered. The Contractor shall be entitled to an extension of the Contract Time to the extent the Contractor is delayed in the progress of the Work by cessation of the Work under Section 10.3.1. If the Contractor claims additional costs as a result of such cessation of the Work, it shall make a Claim pursuant to Article 15.

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§ 10.3.6 The Contractor shall not permit or allow any Hazardous Substance to be deposited, disposed, placed, generated, buried, discharged, manufactured, refined, transported, treated, handled or located on or about the Project. Except as reasonably required for and are in quantities appropriate to the performance of the Work then being done, the Contractor shall exercise oversight over the use and storage of such Hazardous Substances and compliance with Governmental Requirements applicable to such use and storage. The Contractor shall store all hazardous materials safely, whether or not required by the Contract Documents. To the extent required by applicable Governmental Requirements, the Contractor shall have Material Safety Data Sheets (MSDS) for all Hazardous Substances used in the workplace and make them available to employees who are potentially exposed to those Hazardous Substances. The MSDS and other information shall be available at the jobsite with two (2) full copies of all information to be turned over to the Owner as it is received. The Contractor will be solely responsible for compliance with any "Right to Know" law relating to notice to its employees and others concerning Hazardous Substances to which they could be exposed in the course or the conduct of the Work, including the labeling of such materials, the filing of any necessary reports relating thereto, and related requirements. The Owner shall not be responsible under this Section 10.3 forhazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances, or by the failure of Contractor to perform as required by this Section 10.3.

§ 10.3.7 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

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§ 10.5 SPILL RESPONSIBILITY

§ 10.5.1 The Contractor is responsible for any and all releases of environmental pollution during performance of the Contract which occur as a result of, or are contributed to by, actions of its agents, employees, or Subcontractors. The Contractor agrees to promptly remediate such releases to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner.

§ 10.5.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

.1 properly handle, use and dispose of all environmental pollutants and hazardous materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

.2 be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous materials that the Contractor has brought onto the Work site; and

.3 promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

§ 10.5.3 The Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by the Contractor's (i) fault or (ii) failure to perform in accordance with the Contract Documents. Nothing in this Section 10.5 shall limit the Contractor's liability or responsibility under any other provision of the Contract Documents.

§ 10.5.4 The Contractor shall report all reportable quantity releases described in this Section 10.5 to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, the Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to the Owner within forty-eight (48) hours of the telephonic report. Such written report shall contain, at a minimum:

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.1 Description of items released (identity, quantity, manifest number, and all other documentation required by law);
.2 Whether amount of items released is EPA/DOE reportable and, if so, when it was reported;
.3 Exact time and location of release, including a description of the area involved;
.4 Containment procedures initiated;
.5 Summary of communications about the release the Contractor has had with members of the press or state officials other than the Owner;
.6 Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue; and
.7 Personnel injuries, if any, resulting from, or aggravated by, the release.

§ 10.6 BUILDING SECURITY

The Contractor shall be responsible for the security of the construction area at all times. When working in an occupied facility, Contractor shall also be responsible for the security of the entire building to the extent the building's security is influenced by the Project. Should the Contractor knowingly compromise the building's security, including but not limited to, compromising security system, altering the security measures so that they are ineffective or knowingly leave the building vacant without activating the security system, the Contractor shall be responsible for any and all costs incurred by the Client, including but not limited to cost for security agents to secure the building, police response, Client staff response or loss/damage to the building. Additionally, such actions by Contractor under the terms of this section may be considered by the Client to be a material breach of contract by the Contractor and this Agreement may be terminated for cause at the Client's discretion.

§ 10.6.1 If access keys are provided to and subsequently lost by the Contractor, Contractor shall be fined ten thousand dollars ($10,000.00) per facility to pay for the Client's costs in having to re-key the affected facilities.

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§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's consultants, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or the Architect, be uncovered for the Owner's or the Architect's examination and be replaced at the Contractor's expense without change in the ~~Contract Time.~~Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Owner or the Architect has not specifically requested to examine prior to its being covered, the Architect or the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's ~~expense.~~expense without reimbursement from the Owner

...

The Contractor shall promptly correct Work rejected by the Architect or the Owner as defective 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.~~expense without reimbursement from the Owner. Roadways, pavements and curbs that are broken, damaged, settled or otherwise defective as a result of receiving, handling, storage of materials or the performance of any Work under the Contract Documents shall be fully restored to

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the satisfaction of the Owner.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, (i) within one year after the date of Substantial Completion of the Work; (ii) within two years after the date of Substantial Completion of the ~~Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any~~ Work, as to those components of the Work that include, alter or affect any portion of the building envelope and penetration components; or (iii) within the period established by the terms of an applicable special warranty required by the Contract ~~Documents,~~ Documents or by law; or (iv) after the date for commencement of warranties established under Section 9.9.1, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Contractor shall correct it at the Contractor's expense without reimbursement from the Owner 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.~~ so. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor ~~and to make a claim for breach of warranty.~~ on grounds of breach of warranty. The obligations of Contractor under this Section 12.2 shall survive acceptance of the Work under the Contract and termination of the Contact, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages. If the Contractor fails to correct defective or nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or the Architect, the Owner may correct it in accordance with ~~Section 2.5.~~Section 2.5. If payment of the Contract Sum has already been made by the Owner then upon demand the Contractor shall reimburse the Owner pursuant to Section 2.5. Without voiding specified warranties or relieving the Contractor of its responsibilities under this Section 12.2.2, the Owner reserves the right to make repairs as necessary to maintain the structure and its contents and operability. In addition:

.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of the facility and/or immediate response is required to present further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), Contractor shall initiate corrective work on site the same day if the Contactor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours. .

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, affects internal security, or limits the use of the facility (e.g. loss of heat in a single classroom, failure of one or more plumbing fixtures, interior door locks not working, etc.), Contractor shall initiate corrective work on site within two working days and shall complete corrective action within 5 working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within 14 calendar days and shall complete corrective action within 28 calendar days.

§ 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. For example, if a portion of the Work is completed 15 days after Substantial Completion, the period of correction shall commence as to such Work 15 days after Substantial Completion.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this ~~Section 12.2.~~Section 12.22, for such corrective Work for that period of time that equals the amount of time after Substantial Completion of the Work as a whole that the corrected portions of the Work were defective or nonconforming. Such extensions shall be applicable only to corrected portions of the Work.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is defective or 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 or applicable law. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time nor shall otherwise be deemed to limit the time within which the obligation

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to comply with the Contract Documents or applicable law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Prior to the first anniversary of Substantial Completion, the Contractor shall walk the project together with the Owner to identify items requiring to be corrected by the Contractor. The Contractor shall be responsible for scheduling this meeting, or shall attend such meeting together with relevant Subcontractors if scheduled by the Owner.

§ 12.3 Acceptance of Nonconforming Work If the Owner prefers to accept Work that is defective or 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. The Owner shall never be obligated to accept defective or non-conforming Work, or damages for the difference in value between conforming and defective or nonconforming Work, and in all cases the Owner shall be entitled to full removal and correction of defective or non-conforming Work.

§ 12.4 EFFECT OF OBSERVATIONS AND APPROVALS OF THE WORK
§ 12.4.1 The Contractor shall not be relieved from its obligations to perform the Work pursuant to the Contract Documents, or from responsibility for defects or nonconformities in the Work, either by the observations or reviews of the Work by the Owner, the Architect or other persons or entities or by other inspections, tests or approvals of the Work by any agency, entity or person.

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§ 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. The Contractor shall not assign its rights or obligations under the Contract in whole or in part, for any purpose, except to Subcontractors approved pursuant to the Contract, without the prior written consent of the Owner. If the Contractor makes or attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract and such assignment shall be null, void and of no force or effect. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing ~~construction financing for the Project,~~ bonds or construction financing for the Project or to a successor school owner or another government agency, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

...

§ 13.3.1 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. The Contractor's sole remedy for claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to the Contact Documents or breach thereof, except claims which have been waived, is the dispute resolution procedure of Article 15.

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§ 13.3.3 Notwithstanding any provision in this Contract to the contrary, in the event requirements of the Owner's lender or bond financing source, if any, regarding the conditions, calculation or timing of progress payments differ from those set forth in this Contract, Contractor shall cooperate to comply with such requirements provided the same are not unduly burdensome to Contractor.

§ 13.3.4 If the majority of the Ownership or the control of the Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, determines the Owner cannot itself reconcile, then the Owner may terminate this Contract at any time pursuant to

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Section 14.2, except that the Owner shall give the Contractor thirty days written notice of termination and the opportunity for the Contractor to cure prior to termination.

...

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and the Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. If the Contractor arranges for an inspection and the inspector is required to wait, to leave without inspection, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within 30 days of billing, the Owner may pay the charges directly and back charge the Contractor on the next progress payment the amount plus a 10% handling fee.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing. Contractor shall provide Architect seven (7) business days prior notice of such testing.

...

§ 13.4.7 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failure to inspect or test by the Owner, the Owner's representative, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery.

§ 13.4.8 To the extent Owner is responsible for providing testing and inspection services coordinated by the Contractor, Contractor shall plan and organize the Work and coordinate with required testing and inspections as to eliminate excessive costs, including but not limited to, standby time, call-out when Contractor is not ready for inspections/testing, overtime, repeat site visits in any given day. Inspection costs associated with repeat inspections or tests or excessive costs as listed previously in this paragraph in excess of five (5.0) percent of total testing and inspection expenditures by Owner governed herein to this paragraph shall be the responsibility of the Contractor. Payments due and unpaid under the Contract Documents shall bear interest as specified by ORS 279C.570 from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is ~~located.~~located for public improvement contracts.

§ 13.6 TIME ACCRUAL OF CLAIMS For claims by the Owner against Contractor based on the so-called "discovery rule," the applicable period of limitations or claims shall not commence to run and any alleged cause of action shall not be deemed to have accrued, whether such claims or actions involve strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory, unless and until the party making the claim is fully aware of all three (3) of the following: (a) the identity of the party(ies) responsible; (b) the magnitude of the damage or the injury; and (c) the cause(s) of the damage or injury, provided this Section 13.6 shall not act to accelerate the accrual of any claim. The discovery rule provided herein applies in lieu of any other

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applicable statute or related case law. This provision does not accelerate the accrual of any claim earlier than what accrual would have been in the absence of this provision.

§ 13.7 EXCULPATORY PROVISION No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against any affiliate, partner, member, officer, director, trustee or beneficiary of the Owner on account of any agreement contained in the Agreement or any other Contract Documents, whether expressed or implied. Liability with respect to the entry and performance of this Agreement and all other Contract Documents, however it may arise, with respect to the Owner shall be asserted and enforced only against the Owner, and Contractor shall have no recourse to any assets of any affiliate, partner, member, director, officer, employee, trustee, beneficiary or other representative of the Owner. Any and all personal liability, if any, beyond that which may be asserted against the Owner is expressly waived and released by Contractor and by all persons or entities claiming by, through and under Contractor.

§ 13.8 INTERPRETATION The Contract Documents have been carefully reviewed by Contractor and its counsel and they shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel. Paragraph headings are for convenience only and shall not be a part of the Contract Documents or considered in their interpretation. The Exhibits attached hereto are made a part hereof.

§ 13.9 SURVIVAL § 13.9.1 If the full performance of an obligation is not required prior to the termination of this Contract, such obligation shall survive the termination and be fully enforceable thereafter. In addition, except as otherwise waived or barred, all rights and obligations set out in the Contract shall survive completion of the Project or termination of the Contract (1) as to the parties rights and obligations that arose before such completion of the Project or termination and (2) as is necessary to give effect to rights and obligations that arise after such completion of the Project or termination but derive from a breach or performance failure that occurred prior to such completion or termination.

§ 13.10 WAIVER, AMENDMENT AND EXTENSION; RIGHTS No waiver, amendment, extension or variation in the terms of the Contract Documents shall be valid against a party unless in writing and signed by such party and then only to the extent specifically set forth in the writing. No failure or delay on the part of Owner in exercising any right, power or privilege under the Contract Documents, nor any course of dealing between the parties, will waive, amend or vary the terms of the Contract Documents. The Owner's rights and remedies provided by the Contract are cumulative and the use of any one right or remedy by the Owner shall not preclude or waive the right to use any or all other remedies. The Owner's rights and remedies are given in addition to any other rights the Owner may have by law, statute, ordinance or otherwise.

§ 13.11 EXTENT OF CONTRACT The terms of the Contract Documents are intended by the parties to be a final expression of their understanding with respect to the Project and may not be contradicted by evidence of any prior or contemporaneous statements or understandings. No addition to, deletion from or modification of any term or provision of the Contract Documents shall be effective unless it is made in a writing signed by the parties hereto.

§ 13.12 SEVERABILITY § 13.12.1 This Contract is deemed to incorporate all provisions as required by law. Such incorporated provisions will have priority over any conflicting provision herein. Should any provision of the Contract, at any time, be in conflict with any law, statute, code, ordinance, rule, regulation or lawful order of a public authority, or be unenforceable or inoperative for any reason, then the remaining provisions of the Contract nonetheless shall continue in full force and effect and the court shall give the offending provision the fullest meaning and effect allowed by law.

§ 13.13 COUNTERPARTS This Contract may be executed in counterparts, a complete set of which shall be considered an original.

§ 13.14 AUTHORITY The Contractor represents and warrants that he or she or it has the full right, power, legal capacity and authority to enter into and perform the Contractor's respective obligations hereunder, and that such obligations shall be binding upon the Contractor without the requirement of the approval or consent of any other person or entity in connection herewith. Each person signing the Contract on behalf of the Contractor represents and warrants that he or she has the full right, power, legal capacity and authority to sign the Contract on behalf of the Contractor.

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§ 13.15 REPRESENTATIONS Contractor represents that (1) it has sufficient knowledge and expertise to construct the Work in accordance with all applicable codes and regulations; (2) it has reviewed, analyzed, and has current knowledge of the site; and (3) it has reviewed, analyzed, and has found sufficient for completion of the Work the Contract Documents. Contractor acknowledges and warrants that any exceptions to this representation have been specifically identified in the Contract Documents.

§ 13.16 OPERATION AND MAINTENANCE MANUALS As part of the Work, Contractor shall submit one hard copy and two electronic media copies (on memory stick, CD or DVD and in standard Microsoft or Adobe format) of completed operation and maintenance manuals for review by the Owner's Representative prior to submission of any pay request for more than ninety percent (90%) of the work. No payments beyond ninety percent (90%) will be made by the Owner until the O & M Manual has been received. The O & M Manual shall contain a complete set of all submittals; all product data as required by the specifications; training information; a telephone list of consultants, manufacturers, installer and suppliers; manufacturer's printed data; balance reports; record and shop drawings; schematic diagrams of systems; appropriate equipment indices; warranties; bonds; etc. The Owner's Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, complete and approved sets of O & M Manuals shall be delivered to the Owner's Representative by the Contractor.

§ 13.17 Training As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Representative training sessions for all equipment and systems, as required in the individual specifications sections. The Contractor shall schedule training sessions at least two (2) weeks in advance of the date of training to allow the Owner's personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

§ 13.18 Compliance with All Governmental Laws and Regulations. The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and this Agreement. ORS Chapters 279A and 279C and the Attorney General's Model Public Contracting Rules (as such rules may have been modified by the Owner) ("Rules") contain certain requirements for public contracts, including but not limited to certain required contract provisions. Required contract provisions are attached as Exhibit C and are incorporated herein by this reference. Furthermore, Contractor and the Owner agree to comply with all requirements of ORS Chapter 297A and 279C, the Rules and all other applicable laws and regulations (collectively "Laws"), whether or not such applicable provisions are included in Exhibit C and whether or not such provisions are excised in Exhibit C. In the event of aconflict between any applicable Law and the provisions of this Contract, including Exhibit C, the Law shall prevail and control.

§ 13.20 Contractor hereby agrees that the Project will be completed substantially in accordance with building permits and any other permits related to development of the Project, the Contract Documents and unless otherwise provided in the Contract Documents all manufacturers' or suppliers' recommended installation procedures so as to preserve any warranties with respect thereto, free and clear of all liens or encumbrances and within the time set forth in the Contract Documents. Contractor does further agree that on the date of Substantial Completion, the Project shall comply with all applicable building laws, ordinances, rules and regulations known, or which should in the exercise of reasonable care be known, to Contractor, and that all utility services necessary for the operation of the Project shall have been provided to the Project within the time for completion of construction.

§ 13.21 If the Contractor fails, neglects or refuses to make prompt payment for labor, materials, equipment or other services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the Owner may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

§ 13.22 This Contract is subject to the State of Oregon Bureau of Labor and Industries Prevailing Wage Rates, and Contractor shall pay or cause to be paid all workers accordingly.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ~~120 days~~ [120 days (adjust if there's a prospect for delay between signature and construction)] in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' ~~notice to the Owner and Architect,~~ written notice to the Owner, andif the Owner fails to cure such reasons during the seven day period, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

...

§ 14.1.5 Notwithstanding any provision of the Contract seemingly to the contrary, to the fullest extent allowed by law, Contractor shall not stop or suspend the Work or terminate this Contract in the event the Owner withholds any disputed payment, so long as the Owner continues to make undisputed payments for which the Architect has issued a Certificate of Payment.

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.5 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;

.6 fails to comply with the current Contractor's construction schedule;

.7 is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

.8 submits one or more Applications for Payment that the Contractor overstates the amount to be paid, by the Owner.

.9 any other failure to perform on the part of the Contractor as may be defined in the Contract Documents.

...

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ Owner completes the Work and costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly ~~waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.~~ waived exceeded the unpaid Contract Sum,, such excess shall be paid by the Contractor to the Owner

Contractor shall be responsible and shall pay all the Owners' claims for costs and damages upon demand, pending reconciliation pursuant to this Section 14.2.4. The amount to be paid to the Contractor or the Owner, as the case may be, shall be ~~certified by the Initial Decision Maker, upon application, and this~~ determined and, at the Owner's option, certified by the Architect upon application by the Owner. This obligation for payment shall survive termination of the Contract. Any other provision of this or any other Agreement, Contractor shall not be entitled to any compensation for work or associated profit or overhead that is not completed as of the date of termination when governed by this section 14.2 including but not limited to, lost profits on pending or incomplete work, materials in transit to the Project or opportunity costs.

§ 14.2.5 In the event the Owner terminates the Contract for cause under this Section 14.2 and such termination subsequently is determined in a final arbitrated award or a final judgment to have been wrongful, the termination shall automatically be converted to a termination for the Owner's convenience pursuant to Section 14.4.

...

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for ~~increases~~ modifications in the cost and time caused by suspension, delay, or interruption under ~~Section 14.3.1.~~ Section 14.3.1 on all Work executed only. Adjustment of the Contract Sum shall ~~include profit. No~~ be consistent with the terms of the Contract Documents, provided to the fullest extent allowed by law Contractor waives all claims for additional profit as a result of such suspension.No adjustment shall be made to the extent

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§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the Contract for the Owner's convenience and without cause.

...

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, and also except for Work covered by the termination, terminate all existing subcontracts and purchase orders and similar agreements and enter into no further subcontracts and purchase ~~orders.~~orders, and similar agreements.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to section 14.5.

§ 14.4.4 If the Owner terminates for cause, the Owner at any time may, by notice to Contractor, convert the termination to a termination for convenience. In the event the Owner terminates for cause and it is determined that the Owner did not have sufficient cause for termination, such termination shall be deemed at the Owner's convenience under this Section. Termination for convenience shall not impair the Owner's other rights, including its rights and remedies for any breach of this Contract. In no event shall Contractor have a claim for damages, lost profits or otherwise on account of the termination of the Contract by the Owner, with or without cause.

§ 14.5 TERMINATION AND SUSPENSION BY THE OWNER

§ 14.5.1 In the event the Owner terminates the Contract in part under Section 14.2 or 14.4 or suspends the Contract in part under Section 14.3, the Contractor shall cooperate with the Owner and all other persons and entities performing work or services on the Project as necessary and required to facilitate the efficient and proper performance and completion of (1) the overall Project, if the Owner completes the entire Project, or (2) the portion of the Project the Owner completes, if the Owner completes less than the entire Project. In the event of a termination, the Owner expressly reserves the right to recover damages arising out of or related to Contractor's performance of the Contract, regardless of whether (a) such performance occurred before or after the effective date of termination or (b) the Owner provided Contractor with the opportunity to cure. Unless the Owner directs otherwise, after receipt of a notice of termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

.1 Stop Work under the Contract on the date and as specified in the Notice of Termination;

.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

.3 Procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;

.4 Assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the Owner shall have the right, in its discretion, to accept such assignments or any of them, and settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 With the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

.6 Transfer title and deliver to the entity or entities designated by the Owner the fabricated or un-fabricated parts. Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 Use its best efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner

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to the Contractor;

.8 Take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 Continue performance only to the extent not terminated.

§ 14.5.2 The Contractor shall, from the effective Date of Termination until the expiration of three (3) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work.

§ 14.5.3 In arriving at any amount due the Contractor after termination, in addition to any other permitted deductions, the following deductions shall be made:

.1 All un-liquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 Any claim pursued under the Contract which the Owner may have against the Contractor, including without limitation liquidated damages;

.3 An amount necessary to protect the Owner against outstanding or potential liens or claims;

.4 The agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of section 14.5.1.7, and not otherwise recovered by or credited to the Owner.

§ 14.5.4 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a claim for equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any claim by the Contractor for an equitable adjustment under this section must be asserted within thirty days from the effective date of the partial termination or it shall be deemed barred.

§ 14.5.5 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.6 The Owner may have costs reimbursable under this Article 14 audited and certified by accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.7 To the fullest extent allowed by law, the damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

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§ 15.1.5.1 The Contractor shall reimburse the Owner for additional costs incurred by the Architect for the following causes:

.1 More than two reviews of each Shop Drawing, Product Data Item, Sample and similar submittal of the Contractor .

.2 More than two site visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents .

.3 More than two site visits for any portion of the Work to determine final completion .

.4 Review of the Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect and Contractor .

.5 Responses to Contractor's requests for information where such information is available to the Contractor from a reasonable and careful study and comparison of the Contract Documents, or Contractor - prepared coordination drawings .

.6 Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. The Architect will consider a recommendation for a time extension under this Subparagraph only if all the following conditions are satisfied:

.1 The weather experienced at the Project site during the Contract periods is found to be unusually severe, that is, more severe than the normal adverse weather days anticipated for the Project location during any given month as published by the National Oceanic and Atmospheric Administration .

.2 The unusually severe weather actually caused a delay to the completion of the Project.

.3 The Contractor's original schedule and completion date reflected normal anticipated adverse weather delays in all weather dependent upon activities.

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NEED TO DISCUSS IF THE INITIAL DECISION MAKER IS GOING TO BE KEPT

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:34:15 ET on 05/15/2020 under Order No. 4623998893 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

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.

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

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

Causes of Loss	Sub-Limit
N/A	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[N/A] § **A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[N/A] § **A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[N/A] § **A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[N/A] § **A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[N/A] § **A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[N/A] § **A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[N/A] § **A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[N/A] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[N/A?] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Combined Single Limit Bodily Injury, Property Damage and Personal Injury each person ($ $1,000,000) each occurrence, $2,000,000 ($ 2,000,000) general aggregate, and ($ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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

.2 personal injury and advertising injury;

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.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

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

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

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(Paragraph deleted)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ 1,000,000) per claim and ($ 2,000,000) in the aggregate. Verify with Owner if applicable on assigned project.

§ A.3.3 Contractor's Other Insurance Coverage

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

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

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[**N/A**] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Contractor shall provide property insurance to cover portions of the Work stored off the site, and also portions of the work in transit.

[ ]

[**N/A**] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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

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

[ ] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

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Coverage	Limits
Builders Risk over $5 million	Representative of the contract summation, Work put in place.
Personal and Adv. Injury	$1,000,000
Fire Damage	$ 50,000

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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.

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AIA® Document A101® – 2017 Exhibit A

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N/A

...

N/A

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[**N/A**] § **A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

...

[**N/A**] § **A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

...

[**N/A**] § **A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

...

[**N/A**] § **A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

...

[**N/A**] § **A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

...

[**N/A**] § **A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

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...

[N/A] § **A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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[N/A] § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

...

[N/A?] § **A.2.5.2 Other Insurance**

...

...

§ **A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Combined Single Limit Bodily Injury, Property Damage and Personal Injury each person ($ $1,000,000) each occurrence, $2,000,000 ($ 2,000,000) general aggregate, and ($ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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

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~~§ **A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ **A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ 1,000,000) per claim and ($ 2,000,000) in the aggregate. Verify with Owner if applicable on assigned project.

...

[N/A] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

Contractor shall provide property insurance to cover portions of the Work stored off the site, and also

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portions of the work in transit.

[ ]

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

[ ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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

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

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Builders Risk over $5 million	Representative of the contract summation, Work put in place.
Personal and Adv. Injury	$1,000,000
Fire Damage	$ 50,000

...

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.

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