

Project: RVTD Transportation Building (2017.01)

Date: June 1, 2023

To: Interested Bidders

Prepared by: Burke Wardle, AIA



This Addendum modifies the Project Manual, Specifications, and Drawings as follows:

1. General Information

- 1.1. Pre-bid sign-in sheet, agenda, and presentation are attached.
 - 1.1.1. Bidders wishing to receive a recording of the pre-bid meeting project overview can contact Paige West at RVTD.

2. Changes to the Project Manual

- 2.1. Section 00 0102 Project Information
 - 2.1.1. (Reissued) Section 1.04. G. Revised Final Completion date and added mobilization for submittals and long-lead items.
- 2.2. Section 00 4100 Bid Form
 - 2.2.1. (Reissued) Section 1.10. Revised language in Contract Time of Completion and added mobilization for submittals and long-lead items.
 - 2.2.2. (Reissued) Section 1.22. Added item C, long-lead items list.
- 2.3. Section 00 7200 General Conditions (Appendix A - AIA Document A201)
 - 2.3.1. (Reissued) Deleted references to Liquidated Damages, sections 9.5.1.8 and 9.11.
- 2.4. Section 23 0929 BAS SEQUENCE OF OPERATIONS FOR HVAC
 - 2.4.1. (Reissued) Added language to clarify and revise sequence of operations
- 2.5. Section 23 0923 BUILDING AUTOMATION SYSTEMS FOR HVAC
 - 2.5.1. (Reissued) Revise Part 2.01 Acceptable Manufacturers to include Distech Controls by CFH Controls.

3. Changes to the Drawings

- 3.1. Sheet C200
 - 3.1.1. (Reissued) – Removal of property line
 - a. Added keynote 15 to address removal of internal property line between both RVTD properties.

3.2. Sheet C201

- 3.2.1. (Reissued) – Updated sanitary sewer connection at Ford Drive and removal of property line
- a. Added sanitary sewer lateral from main in Ford Drive to property line that will be existing at time of construction. Adjusted limits of asphalt removal.
 - b. Added keynote 15 to address removal of internal property line between both RVTD properties.

3.3. Sheet C401

- 3.3.1. (Reissued) – Updated sanitary sewer connection at Ford Drive.
- a. Changed sanitary sewer connection to occur at existing lateral at property line. Added keynote 8 to detail connection.
 - b. Keynote 5 removed pending completion of Property Line Adjustment performed by Polaris Land Surveying.

3.4. Sheet M612

- 3.1.1 (Reissued) – Modified Diagram 1 to add discharge air dewpoint sensor.

3.5. Sheet E100

- 3.5.1. (Reissued) – Modified Note 12 to reference needed connections for site-located self-illuminated clock.

3.6. Sheet E111

- 3.6.1. (Reissued) – Added a daylight zone and associated controls to Exercise 116.
- 3.6.2. (Reissued) – Shifted luminaire fixture KI to allow space for air curtain at rear entry.

3.7. Sheet E121

- 3.7.1. (Reissued) – Added circuit for receptacle in Hall 117.
- 3.7.2. (Reissued) – Added circuit for condensate drain pump in Exercise 116.
- 3.7.3. (Reissued) – Added circuit for blower hand dryer in Shower/Toilet 118.

3.8. Sheet E122

- 3.8.1. (Reissued) – Added circuit for condensate drain pump in East Stair.
- 3.8.2. (Reissued) – Added circuit for condensate drain pump in West Stair.
- 3.8.3. (Reissued) – Added circuit for podium poke-through in Training 216.

3.9. Sheet E181

- 3.9.1. (Reissued) – Re-circuited lighting in Elec 001 and Tele 002 to N1A panel.

3.10. Sheet E184

- 3.10.1. (Reissued) – Added Weatherproof designation to pole-set receptacles.
- 3.10.2. (Reissued) – Added language describing pole-set receptacle install.

3.11. Sheet E502

- 3.8.1 (Reissued) – Revised flexible luminaire layout in Details 2 and 4.
- 3.8.2 (Reissued) – Revised reference notes regarding placement of luminaires.

3.12. Sheet E601

- 3.12.1. (Reissued) – Revised fixtures on the luminaire schedules previously utilizing incompatible voltages for project.
- 3.12.2. (Reissued) – Revised fixture “M” on the luminaire schedule to utilize weatherproof enclosures for power supplies.
- 3.12.3. (Reissued) – Revised Mechanical Equipment Connection Schedule to correctly reflect mechanical equipment selections.
- 3.13. Sheet E602
 - 3.13.1. (Reissued) – Corrected overcurrent protection size for R1C and M2A.
 - 3.13.2. (Reissued) – Corrected equipment amperage rating to correctly reflect One-Line equipment designations.
- 3.14. Sheet E603
 - 3.14.1. (Reissued) – Added circuit for blower hand dryer in Shower/Toilet 118.
 - 3.14.2. (Reissued) – Revised Generator power to 3-phase with a 50A overcurrent protection.
 - 3.14.3. (Reissued) – Revised breaker provisions for N1A to provide power to lighting in Elec 001 and Tele 002.
- 3.15. Sheet E604
 - 3.15.1. (Reissued) – Revised DBP-1 overcurrent protection on panel M2A.
- 3.16. Sheet E611
 - 3.16.1. (Reissued) – Revised metering information to meet ASHRAE 90.1 as shown in revision cloud.

4. Substitution Approvals

- 4.1. Specification Section 23 0923 Building Automation Systems for HVAC
 - 4.1.1. Distech Controls by CFH Controls

-----End of Addenda-----

5. Attachments

- 5.1. Pre-bid sign-in sheet
- 5.2. Section 00 0102 Project Information
- 5.3. Section 00 4100 Bid Form
- 5.4. Appendix - AIA Document A201
- 5.5. Section 23 0929 BAS SEQUENCE OF OPERATIONS FOR HVAC
- 5.6. Sheet C200
- 5.7. Sheet C201

- 5.8. Sheet C401
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RVTD
Pre-Bid Meeting
May 23, 2023

[illegible]

Project: Rogue Valley Transportation District – Transportation Building (2017.01)
Date: May 23, 2023
From: Kari Turner & Burke Wardle, PIVOT Architecture
Subject: Pre-Bid Meeting
Location: 3200 Crater Lake Ave., Medford, OR 97504
This meeting is **Non** Mandatory

To Whom It May Concern,

1. Introductions
 - 1.1. Introductions of project team members
 - 1.1.1. RVTD: Paige West, Nick Black
 - 1.1.2. PIVOT Architecture: Kari Turner, Burke Wardle, Molly Winter, Alisha Hinkle
 - 1.1.3. Consultant Team: Cameron McCarthy Landscape Architecture, ZCS Engineering & Architecture, Systems West Engineers
 - 1.2. Sign in sheet
2. Availability of Documents
 - 2.1. Plan Centers: Medford Builders Exchange
3. Overview (Summary of Work)
 - 3.1. The Project consists of the construction of a two-story, wood-framed, approximately 10,000 square foot office building and an 88 stall, two-story, concrete parking garage sited on a 1.34 acre vacant parcel. The site is directly south of property currently housing RVTD's primary operations and is accessed off Forest Hills Drive in Medford, Oregon.
4. Related Work by Others
 - 4.1. Sewer Stub at Ford Drive
5. Bid Schedule

- 5.1. Pre-bid Meeting: May 23rd, 2023
- 5.2. Substitution Request Deadline: June 8th, 2023
- 5.3. Last Planned Addenda: June 13th, 2023
- 5.4. Bid Opening: Tuesday June 20th, 2023 at 2:00 p.m. PDT
 - 5.4.1. Location: 3200 Crater Lake Ave., Medford, OR 97504
- 5.5. First Tier Subcontractor Disclosure: within 2 hours of bid closing time
6. Work Schedule
 - 6.1. Estimated Notice to Proceed: Within 45 days after bid due date.
 - 6.2. Substantial Completion: Not later than 365 calendar days from Mobilization.
7. Permit Status
 - 7.1. Pending Approval estimated by end of June.
8. Alternates: None
9. Prevailing wage rates. Davis Bacon and/or BOLI rates apply to the project, whichever is higher
10. Division 1 Requirements to Spotlight:
 - 10.1. Federal Requirements – See Section 00 7300
 - 10.2. DBE Certification- RVTD's DBE goal for this project is 0.75%.
 - 10.3. A bidder may be deemed unresponsive due to the following (from 00 1113 - Ad for Bid):
 - 10.3.1. The bid package does not contain all of the required elements as described in the advertisement and instructions to bidders.
 - 10.3.2. The bid fails to conform to material requirements;
 - 10.3.3. The bid does not conform to applicable specifications except as allowed by using alternates;
 - 10.3.4. The bid fails to conform to delivery schedule or permissible alternates;
 - 10.3.5. The bid imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the entity;
 - 10.3.6. There is a condition of the bid which affects the substance of the bid (i.e., affects price, quantity, quality, or delivery of the items offered) or works an injustice on other bidders;

10.3.7. The bid contains prices for line items that are materially unbalanced, i.e., figures in the bid conflict with the total bid price;

10.3.8. The bid contains inconsistent dates;

10.3.9. The bidder fails to furnish a bid guarantee in accordance with the requirements of the invitation;

10.3.10. Failure to submit required forms listed in Section 00 7300

10.3.11. Failure to notarize Bid Form.

10.3.12. Failure to provide an example of a similar project in scope and size with a value of at least \$10 million performed by the Bidder.

10.4. Owner's Use of Existing campus will remain operational. Early coordination of sewer line and data work through existing campus is critical.

10.5. First Addendum will remove sewer connection at Ford Drive from Project.

11. Scope of Work

11.1. Site Plan

11.2. Floor Plans

11.3. Elevations

11.4. General Scope Review

12. Construction Cost Estimate: \$12,400,000

13. Owner Comments

14. Questions from Bidders

Rogue Valley Transportation District

Transportation Building & Parking Garage



SCOPE OF WORK: OVERVIEW

- Two-story Transportation Office Building
 - Wood framed, 10,000 sq. ft.



SCOPE OF WORK: DETAILS

- Two-story concrete parking garage – delegated design
- Site Parking with Elec. Vehicle charging
- Security Gates



SCOPE OF WORK: BIDDING DOCUMENTS

Drawings and Specifications are a part of the Bid Documents

- Architectural
- Structural
- Civil
- Landscape
- Mechanical
- Electrical
- Plumbing
- Technology

SCOPE OF WORK: CONSTRUCTION SCHEDULE

7/2023 – Anticipated Notice of Award

8/2023 - Anticipated Notice to Proceed

9/2023 – 9/2024 – Anticipated on-site work window

- Contractor to propose construction start and completion dates during contracting period
- Duration of site work at existing campus must be minimized. Timing and schedule of work activities shall be coordinated with RVTD

9/2024 – Estimated Close-out

SECTION 00 0102
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Rogue Valley Transportation District (RVTD) Transportation Building, located at 3210 Crater Lake Ave (fronted by Forest Hills Drive) Medford, Oregon 97504.
- B. Architect's Project Number: 2017.01
- C. The Owner, hereinafter referred to as Owner: Rogue Valley Transportation District (RVTD)

1.02 PROJECT DESCRIPTION - SEE SECTION 00 1113

1.03 PROJECT CONSULTANTS

- A. PIVOT Architecture
44 West Broadway, Suite 300
Eugene, OR 97401
541.342.7291
Principal in Charge: Kari G. Turner, AIA - kturner@pivotarchitecture.com
Project Contact: Burke Wardle, AIA - bwardle@pivotarchitecture.com
- B. CIVIL ENGINEER
ZCS Engineering
45 Hawthorne Street
Medford, OR 97504
541.884.7421
Contact: Josh Modin - joshm@zcsea.com
Contact: Malia Waters - maliaw@zcsea.com
- C. STRUCTURAL ENGINEER
ZCS Engineering
45 Hawthorne Street
Medford, OR 97504
503.659.2205
Contact: Kristofer Tonning - kristofert@zcsea.com
- D. MECHANICAL AND ELECTRICAL ENGINEER
Systems West Engineers
725 A Street,
Springfield, OR 97477
541.342.7210
Contact: Steve Schual - sschual@systemswestengineers.com
Contact: Jose Guerrero - jguerrero@systemswestengineers.com
- E. LANDSCAPE ARCHITECT
Cameron McCarthy Landscape Architects, LLP
160 East Broadway
Eugene, OR 97401
541.485.7385
Principal in Charge: Matt Koehler - mkoehler@cameronmccarthy.com
Contact: Zach Rix - zrix@cameronmccarthy.com

1.04 PROCUREMENT TIMETABLE

- A. Construction Documents for Bidding will be available: **05-15-2023**
- B. Non-Mandatory Pre-Bid Briefing and Site Tour: **05-23-2023 01:30 PM PDT**
- C. Submission of Bids Deadline: **06-20-2023 02:00 PM PDT**

- D. Bids will be publicly opened, immediately following the bid closing time. Refer to the Bid Form for location to submit bids and place of bid opening.
- E. First-Tier Subcontractor Disclosure Submission Due: Within two hours of bid closing time.
- F. Anticipated Notice to Proceed: Within 45 days after due date.
- G. Desired Final Completion Date: Not later than 425 calendar days from Construction Mobilization on-site.
 - a. Contractor mobilization for processing of submittals and ordering of long-lead items shall commence immediately after Notice to Proceed and in advance of Construction Mobilization on-site.
- H. The Owner reserves the right to change the schedule, revise or terminate the entire procurement process at any time prior to award.

1.05 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Bid Documents may be obtained from Medford Builders Exchange, 2330 Crater Lake Ave. Medford, OR; see Advertisement for Bids for additional information.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 DELIVER BIDS TO AND ADDRESS AS FOLLOWS:

A. Rogue Valley Transportation District (RVTD)

ATTN: Paige West

RE: "Transportation Building"

3200 Crater Lake Avenue

Medford, OR 97504

1.02 FOR THE FOLLOWING PROJECT:

A. RVTD Transportation Building

1.03 DATE:

A. **Bid Closing Date and Time: Tuesday, June 20, 2023 at 2:00 p.m. (PDT)**

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

1.04 PLACE OF BID OPENING

A. 3200 Crater Lake Avenue, Medford, OR 97504, Conference Room

1.05 SUBMITTED BY: (BIDDER TO ENTER INFORMATION)

A.

Bidder's Full Business Name:	
Bidder's Designated Representative:	
Address:	
City, State, Zip:	
Phone:	
E-Mail Address:	

B. Type of Organization (check one of the following and insert information requested):

1. ☐ A Corporation organized and existing under the laws of the State of _____.

2. ☐ A Limited Liability Company organized and existing under the laws of the State of _____.

3. ☐ A partnership

4. ☐ An individual

1.06 BASE BID

- A. Having examined the site and being familiar with the conditions affecting the work, Bidder proposes to furnish all material and labor and perform all work hereinafter indicated in strict accordance with the Bidding Documents prepared by PIVOT Architecture for the project identified above, for the following Base Bid amount (written and numerical required):

_____ dollars

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

- B. The Base Bid includes all of the work shown on drawings or described in the contract documents.

1.07 INCIDENTAL COSTS INCLUDE

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

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

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Bid Bond
- D. First-Tier Subcontractor Disclosure Form
- E. Agreement
- F. Performance Bond
- G. General Conditions
- H. Supplementary Conditions (Federally Required and Other Model Contract Clauses)
- I. Insurance Requirements
- J. Drawings and Specifications
- K. Addenda

1.09 SUMMARY OF THE WORK

- A. The work consists of the general construction services for the RVTD Transportation Building and Parking Structure including all site work, mechanical, plumbing, and electrical services.

1.10 CONTRACT TIME OF COMPLETION

- A. Bidder agrees that, if this Bid is accepted, Bidder will:
- 1. Complete the Work in 425 calendar days from the beginning of Construction Mobilization on site.
 - 2. Initiate processing of submittals and ordering of long lead-time prior to commencement of Construction Mobilization on site.

1.11 ADDENDA

- A. The undersigned acknowledges that the following Addenda have been received during the bid period. The modifications to the Bid Documents described in the Addenda itemized below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.12 RESIDENT BIDDER

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

1.13 CONTRACTOR REGISTRATION

- A. The undersigned certifies that Bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board as follows:

Registration No. _____ Expiration Date _____

1.14 BID SECURITY

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

1.15 CONTRACT & BOND

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

1. Name: _____
2. Address: _____
3. City/State: _____

- D. Agent Name/Phone: _____

1.16 NON-COLLUSION

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

1.17 BID SECURITY FORFEITURE

- A. Bidder acknowledges that the bid security accompanying this Bid is submitted to the Owner as a guarantee that, if the Bidder is awarded the contract, the Bidder will execute the contract and furnish the required performance and payment bonds and any required proof of insurance; and that if Bidder fails to promptly and properly execute the contract and deliver the performance

bond, payment bond, and proof of insurance within ten (10) days after contract award, Bidder will forfeit the bid security as the measure of liquidated damages which RVTD will sustain, and not as a penalty for failure of the bidder to execute the contract and deliver the bonds and proof of insurance.

1.18 WAGE RATES

- A. Bidder agrees, if awarded a contract, that Bidder will comply with the provisions of ORS 279C.838, ORS 279C.840 or Davis-Bacon 40 U.S.C 3141 et seq. as applicable, regarding the payment of the prevailing rates of wage.

1.19 BIDDER ACKNOWLEDGEMENTS

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

1.20 BIDDER CERTIFICATIONS

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

1.21 FIRST-TIER SUBCONTRACTOR DISCLOSURE

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

1.22 BID FORM SUPPLEMENTS

- A. We agree to submit the following Supplements to Bid Forms within 2 hours after submission of this bid for additional bid information:
1. Section 00 4339 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 2113.)
- B. Project example – submitted at time of Bid of a similar project in scope and size with a value of at least \$10 million performed by the Bidder.

Project Name:	
Project Address:	
Owner:	
Year of Completion:	
Construction Cost at Completion:	

Brief Project Description:	
----------------------------	--

C. Long-lead items – provide a list of materials and/or equipment that could impact the project schedule.

1. Item: _____
2. Item: _____
3. Item: _____
4. Item: _____
5. Item: _____

1.23 BID EXECUTION

Name of Firm: _____

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

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

Type or Print Name: _____

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

Type or Print Name: _____

1.24 NOTARIZATION OF SIGNATURES

- A. Subscribed and sworn to before me on the _____ day of _____, _____ (year)
- B. _____
- C. _____
- D. Notary Public for the State of Oregon. My commission expires: _____

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

END OF SECTION

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«BLANK DOCUMENTS»

THE OWNER:

(Name, legal status and address)

◀ ▶◀ ▶

<< >>

THE ARCHITECT:

(Name, legal status and address)

«PIVOT Architecture»«, Professional Corporation»

«44 West Broadway. Suite 300

Eugene, OR 97401»

Modified PIVOT Public Projects Master Version dated 2017-11-12

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ADDITIONS AND DELETIONS:

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

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

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

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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

.2 The Specifications are of abbreviated or streamline type, and frequently include incomplete sentences. Words such as "shall," "must," "Contractor shall" and similar mandatory phrases must be supplied by inference in the same manner as in a note on the drawings. Omission of a mandatory phrase will not relieve Contractor of the obligation to provide all products listed and perform all operations necessary to complete the Work.

.3 Unless otherwise stated, any reference to codes, standard specifications, or other standards means the latest edition of such documents adopted as of the bid date. Where brand name products are specified and installation instructions are not included in the Contract Documents, the Contractor must install the product in accordance with each manufacturer's current specifications and written instructions.

.4 No provision in any reference standard, standard specification, manual or code will be effective to change the privileges or obligations of the Owner, the Architect, or the Contractor, or any of their respective consultants, agents or employees, from those set forth in the Contract Documents.

[.5 The Sections of Division 1, General Requirements govern the execution of all sections of the Specifications.](#)

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

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

[.1 Unless the Owner and Contractor mutually agree otherwise, the Architect is the person identified as the Initial Decision Maker.](#)

§ 1.1.9. Additional Definitions

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

[**§ 1.2.4** If work is required in such a manner as to make it impossible to produce first-class work, or should discrepancies appear among Contract Documents, or if the Contractor is in doubt as to the meaning of Contract](#)

provisions, the Contractor must request interpretation from the Architect before proceeding with such work. If the Contractor fails to make such a request, the Contractor will bear the obligation to carry out the work in satisfactory manner.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use the information provided in Section 1.7, unless the parties agree to 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.

1.7.1 Contractor’s Use of Instruments of Service in Digital Form

.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in digital form. The Contract Documents executed or identified in accordance with Subparagraph 1.1.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable digital means involving computers.

.2 The Contractor shall not transfer or reuse Instruments of Service in digital or machine-readable form without the prior written consent of the Architect.

.3 The data contained in these digital files are part of the Instruments of Service and shall not be used by the contractor, or anyone else receiving these digital files through or from them, for any purpose other than

as a convenience for work under this project. Any other use or reuse by the Contractor or by others will be at their sole risk and without liability or legal exposure to the Owner, Architect or the Architect's Consultants. The Contractor agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner and the Architect, or their officers, directors, employees, agents or Consultants that may arise out of or in connection with the Contractor's use of these digital files in any way. The Contractor must still obtain a full set of bid documents from the Owner's official web site, or other designated source, in digital form, and in submitting their bid and executing the work of this contract, should rely on the full set downloaded in digital form rather than any documents obtained from any other sources.

.4 Furthermore, the contractor shall, to the fullest extent permitted by law, indemnify and hold the Owner, Architect and their officers, agents, employees, and consultants harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the Contractor's use of these digital files.

5 Any passwords provided by Architect to obtain temporary access to the Architect's centralized electronic document management system are subject to the Architect's security requirements and use limitations, and use is limited to this Project.

.6 The Owner does not make any representation as to the compatibility of these files with the Contractor's computer hardware or computer software, their methods of digital document organization, or their methods of printing digital documents. The Architect, their Consultants, and the Owner will not be responsible for any costs or charges associated with printing, transferring or converting these files for the Contractor's use.

.7 Other than the PDF versions of the signed and sealed Bid Documents available on the Owner's official web site, or other designated source, these digital files are not construction documents nor are they as-built drawings. Differences may exist between these digital files and corresponding signed and sealed construction documents obtained from the Owner's official web site or other designated source. The Owner makes no representation regarding the accuracy or completeness of the digital files the Contractor may receive directly from the Architect. In the event that a conflict arises between the signed or sealed digital files of the construction documents prepared by the Architect or their Consultants, and the digital files, the signed or sealed construction documents obtained from the Owner's official web site, or other designated source, shall govern. The Contractor is responsible for determining if any conflict exists. By their use of these digital files, the Contractor or anyone they are authorized to share these files with, are not relieved of their duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate their work with that of other contractors for the project.

.8 Under no circumstances shall delivery of the digital files for use by the Contractor be deemed a sale by the Architect, their Consultants, or the Owner. The Owner makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit or any consequential damages as a result of the use or reuse of these digital files.

.9 By requesting and making use of any digital data files for this project the Contractor agrees to be bound by these terms of use.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in Section 1.7, or if provided AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

§ 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.

[1. The Building Permit and any applicable Systems Development Charges required by the Jurisdiction Having Authority of the project will be secured and paid for by the Owner.](#)

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

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

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

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

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

.1 The Contractor must pay the cost of printing, reproduction, postage, and handling for any additional copies required by the Contractor in whatever form, including those required to be used for recording Record Drawing information.

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct unsafe conditions, carry out reasonable directions, correct Work that is not in accordance with the requirements of the Contract Documents 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 may~~ not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

§ 3.1.4 Compliance with Public Contracting Rules and Laws

- .1 The Contractor must at all times comply with all requirements of Chapter 21 of the Lane Manual, Sections 21.130 and 21.131.
- .2 The Contractor must ensure that workers in each trade or occupation that the Contractor or a Subcontractor or other person uses in performing some or all of the work are paid not less than the applicable federal or state prevailing rate of wage, in accordance with ORS 279C.838 and 279C.840. The Contractor must include this condition in every Subcontract arising out of this Contract.
- .3 The Contractor must keep the prevailing rates of wage for that project posted in a conspicuous and accessible place in or about the project; and if the Contractor or a Subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for the Contractor or Subcontractor's employees on the project, post a notice in a conspicuous and accessible place in or about the project describing the plan and containing information on how and where to make claims and where to obtain further information.
- .4 Before starting work on the Project, the Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board, unless exempt under ORS 279C.836(4), (7), (8), or (9). The Contractor must include this condition in every Subcontract arising out of this Contract.
- .5 Before starting work on the Project, the Contractor must demonstrate that Contractor has an employee drug testing program in place.
- .6 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, disability, religion, sex, age, national origin, political affiliation or beliefs, or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, disability, religion, sex, age, national origin, political affiliation or beliefs, or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .7 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- .8 The Contractor's and all Subcontractor's solicitations and advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, disability, religion, sex, age, national origin, political affiliation or beliefs, or marital status.
- .9 The Contractor must include these condition in every Subcontract arising out of this Contract.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with and has made a careful examination of the location and local conditions under which the Work is to be performed, and the sources of supply for materials, and has made a careful examination of the Contract Documents; and has become fully informed as to the quality and quantity of materials and the character of the Work required, and has correlated personal observations with requirements of the Contract Documents. The Owner will not be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work which the Contractor knew or should have known through reasonable diligence. No oral statements by any officer, agent, consultant or personnel of the Owner, either before or after the execution of this Contract shall affect or modify any of the terms or obligations contained in the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor

shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

.1 The Contractor will be liable to Owner for injury or damage resulting from errors, inconsistencies, or omissions in the Contract Documents if the Contractor recognized such defect and knowingly failed to report the defect to the Architect.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor must promptly remove from the premises all defective materials and equipment determined to be defective or not in accordance with the requirements of the Contract Documents by the Owner or Architect, whether incorporated in the Work or not, without loss or expense to the Owner. The Contractor must bear all costs for repairing Work damaged or destroyed by such removal or replacement.

§ 3.5.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner, except for latent defects which will be remedied by the Contractor any time they become apparent subject to 13.7.

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for all other legally required permits, fees, licenses, and inspections by government agencies specified in the Contract Documents or 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.~~

.1 The Owner will pay for the Building Permit and any Systems Development Charges as stated in section 2.3.1.1 above.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall 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.

§ 3.7.6 The Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitations:

- .1 Titles VI and VII of the Civil Rights Act of 1964, as amended,
- .2 Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended,
- .3 The Americans with Disabilities Act of 1990, as amended and ORS 659.425,
- .4 The Health Insurance Portability and Accountability Act of 1996,
- .5 The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended,
- .6 The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended,
- .7 All federal and state laws and regulations concerning affirmative action toward equal employment opportunities,
- .8 All regulations and administrative rules established pursuant to the foregoing laws; and
- .9 All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

.1 The superintendent may not be replaced without the written consent of the Owner. The Contractor shall be responsible for any additional costs borne by the Owner due to the replacement of the superintendent.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

.1 The Contractor must timely notify the Architect and Owner of changes in the schedule. Any acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to Contractor's sequencing, means, methods, or allocated Contract Time.

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

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

§ 3.10.2 The Contractor, 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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

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

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

~~**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the~~

~~negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Architect and their respective Commissioners, consultants, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from performance of the Work, to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; providing however that the Contractor will not be required to indemnify or defend either the Owner or Architect for any liability arising solely out of wrongful acts of the Owner's or Architect's own respective officers, employees, or consultants. This indemnification shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

.1 Not later than 30 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the General Requirements (Division 01 of the Specifications) and, where applicable, the name of the installing Subcontractor.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

.1 The Contractor may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.370 pursuant to the requirements of ORS 279C.585.

§ 5.3 Subcontractual Relations

By appropriate 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.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any 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.

.1 The Contractor must cooperate with all other contractors or forces, carry out Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and in proper sequence to that of the others without additional cost to Owner.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 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 The Contractor is not entitled to payment, and Owner is not responsible for paying, for overhead and profit under any provision of this Contract, as an allowance or otherwise, which exceeds a combined total under the following Schedule:

- .1 For the Contractor, for any Work performed by the Contractor's own forces, a combined amount for overhead and profit equal to the following percent of the cost: 10%.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, a commission equal to the following percent of the amount due the Subcontractor: 5%.

.3 For each Subcontractor, or Sub-subcontractor involved, for any Work performed by that Subcontractor's or Sub-subcontractor's own forces, a combined amount for overhead and profit equal to the following percent of the cost: 10%.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, a commission equal to the following percent of the amount due the Sub-subcontractor: 5%.

Not more than two percentages, not to exceed the maximum percentages shown above, will be allowed for any change regardless of the number of tiers of Subcontractors and Sub-subcontractors; that is, the Contractor's markup on work contracted by a Subcontractor will be limited to one combined overhead and profit percentage in addition to the Contractor's commission percentage.

§ 7.2.3 On Change Order proposals covering both increases and decreases in the amount of the Contract, the overhead, profit, and any commission will be computed on the net dollar amount of the change. On proposals for a net decrease in the amount of the Contract where the reduction in net cost is greater than \$5,000, a deduction of equal percentages for overhead, profit, and any commission must be applied to increase the net reduction in the Contract amount.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

[1 The allowance for overhead and profit must be calculated in accordance with the schedule set forth in §7.2.2.](#)

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

1 The Contractor will not be entitled to extension of the Contract Time on the basis of avoidable delays. Except as otherwise provided in ORS 279C.315, avoidable delays include but are not limited to those delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, suppliers, or other persons performing Work; delays that affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; delays that do not impact activities on the accepted critical path schedule; and delays associated with the reasonable interference of other contractors employed by the Owner that do not prevent the completion of the whole work within the Contract Time.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Applications for Payment must be accompanied by certified statements regarding the payment of prevailing rates of wage in accordance with ORS 279C.845.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

.1 Submission of a complete and accurate Application for Payment including supporting data and certified wage statements is a condition precedent to certification of the Application by the Architect and payment by the Owner. If the Application is filled out incorrectly, or contains any defect or impropriety, or lacks the required supporting data or wage statements, or if there is a good faith dispute, the Owner must notify the Contractor within 15 days stating the reason or reasons the Application for Payment is incorrect, defective, incomplete, or disputed.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to

such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1—defective Work not remedied;
- .2—third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3—failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4—reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5—damage to the Owner or a Separate Contractor;
- .6—reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7—repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 Any amounts required to be withheld by a court of competent jurisdiction.

§ 9.5.1.1 Regardless of whether the Contractor may dispute any determination by the Architect with regard to an Application for Payment, the Contractor must continue to expeditiously prosecute the Work. No progress payment made shall be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations.

§ 9.5.2 When 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.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

.1 Payment must be made promptly by the Owner and in accordance with ORS 279C.570. Both the Owner and Contractor will have all the rights and duties specified in ORS 279C.550 through ORS 279C.580 regarding payment. Issuance of a progress payment will not constitute final acceptance or approval of that portion of the Work to which such partial payment relates, nor will such payment relieve Contractor of any of its obligations.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

.1 No building or facility will be considered substantially complete unless all utilities are connected and operating as required for normal use; the building or facility is accessible by normal vehicular and pedestrian traffic routes; Operation and Maintenance Manuals have been submitted for review to the Architect; and the project has received a Temporary Occupancy Permit from the Building Department.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract

Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

.1 The Contractor must maintain public and private ways, streets, walks, and drives free from dirt and debris, and ensure that catch basins and drainage systems remain open and free from blockage and siltation.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To 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 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.

.1 Contractor shall at all times properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules or ordinances; be responsible for and promptly clean up any and all spills, releases, discharges or leaks of such environmental pollutants or hazardous substances or materials, at the Contractor's expense.

§ 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 [subject to the limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.](#)

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, [and Architect and their respective Commissioners, consultants, agents, and employees 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.

[.1 If the insurance is written on a Commercial General Liability form, the certificate must be an ACORD 25-S certificate.](#)

§ 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.

[.1 The Contractor must furnish Performance Bond and Payment Bond meeting the requirements of ORS 279C.380 covering faithful performance of the Contract and payment of obligations arising thereunder equal to 100% of the Contract Sum. The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a Letter of Intent, the Contractor shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified copy of the Power Of Attorney.](#)

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 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.

§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 request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

[.1 Correction of all warranty work must be fully coordinated, administered, and supervised by the Contractor.](#)

[.2 The Contractor must respond to any warranty item deemed by the Owner to be an emergency item requiring immediate attention within 12 hours of receipt of notification. The Contractor shall respond to all other warranty notifications within 48 hours of receipt of notification.](#)

[.3 All warranty work must be documented in an approved form and accepted by the Owner in writing.](#)

[.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.](#)

[.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.](#)

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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

§ 12.2.7 Extended warranties are an extension of the one-year warranty called for in the General Conditions and are in addition to any Guarantee Bond called for elsewhere. Warranties for weather-tightness and water-tightness shall include the repair or replacement, at no cost to the Owner, of any building components or contents damaged by the failure of such system or systems to be water-tight or weather-tight. The Owner may when necessary, make temporary or emergency repairs reasonably necessary to maintain the integrity of the structure and its contents.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. Any claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review process, mediation, or any further agreed-upon dispute resolution, must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon located in Lane County. In no event will this section be construed as a waiver by the Owner of any form of defense or immunity whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court 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. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, ~~and shall bear all related costs of tests, inspections, and approvals.~~ The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, Contractor, Owner, Building Department, and related Consultants.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. However, payment due and payable under this Contract will bear interest only as specified in ORS 279C.570.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- ~~.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 The Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause if Owner determines that termination of the Contract is in the best interests of the public. The Owner will provide the Contractor with not less than seven (7) days' prior written notice of such termination. After such notice, Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment.

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 As directed by Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

.1 Adverse weather conditions, for the purpose of this Contract, are those which surpass in severity the weather reasonably to be expected in this area during the time of year involved.

§ 15.1.6.3 A claim for cost due to additional time will be considered if the actual cost is substantiated in writing for each occurrence as required in 7.3.7. However, so long as the additional time does not exceed the Date of Completion indicated in the Contract, no claim for cost due to additional time shall be accepted.

§ 15.1.6.4 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is 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.

§ 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 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.

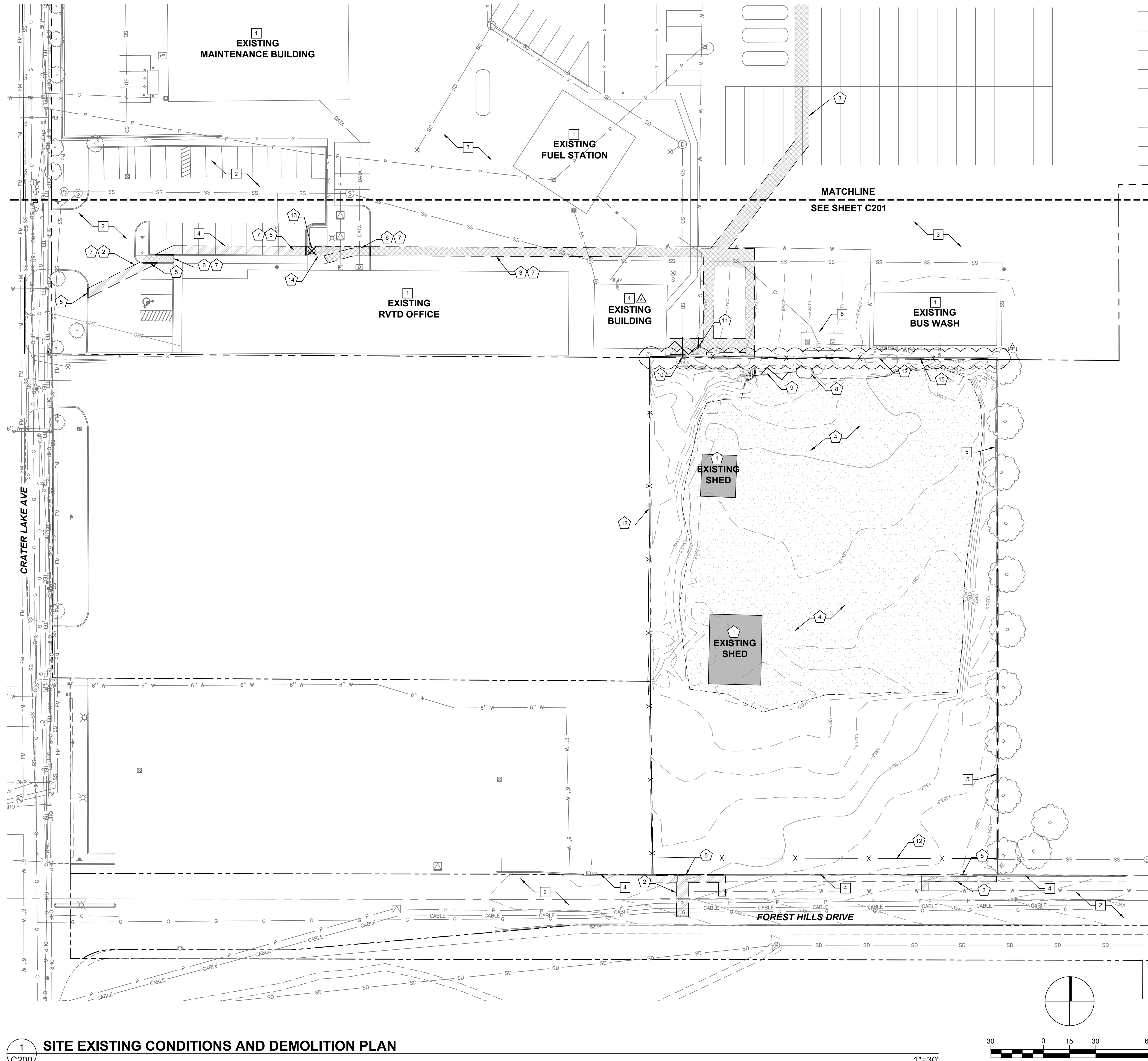
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 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.

**DEMOLITION LEGEND:**

- EXISTING STRUCTURE TO BE REMOVED
- EXISTING ASPHALT PAVING TO BE REMOVED AND RECYCLED
- EXISTING CONCRETE TO BE REMOVED AND RECYCLED
- EXISTING GRAVEL PAVING TO BE REMOVED AND RECYCLED
- EXISTING LANDSCAPING TO BE REMOVED
- EXISTING CURB TO BE REMOVED
- EXISTING FENCING TO BE REMOVED
- EXISTING UTILITY TO REMAIN
- EXISTING UTILITY TO BE REMOVED
- EXISTING GROUND CONTOUR (0.5 FT)
- EXISTING GROUND CONTOUR (1 FT)
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING STRUCTURE TO BE REMOVED
- EXISTING STRUCTURE TO REMAIN

DEMOLITION AND PROTECTION NOTES:

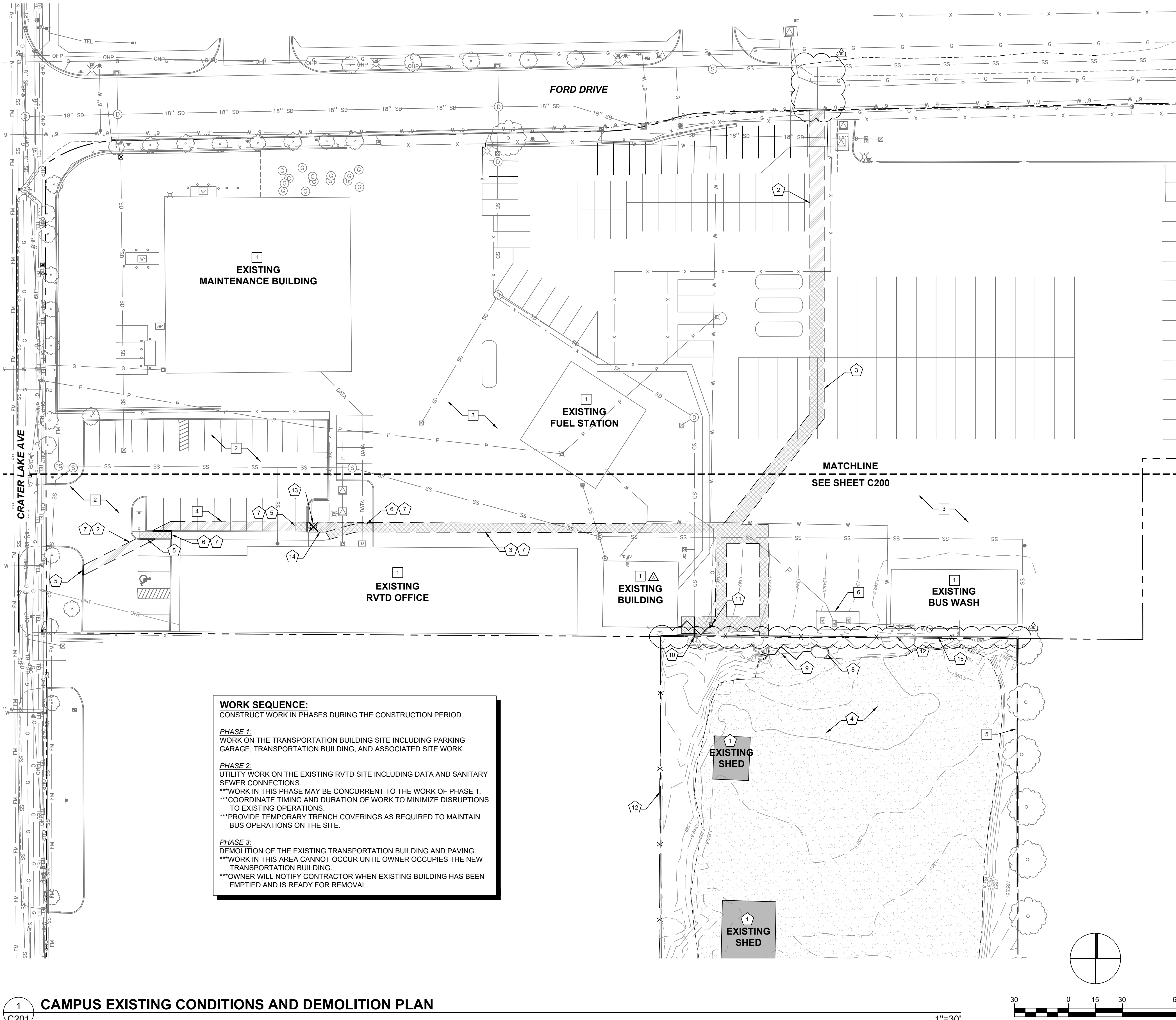
- GENERAL DEMOLITION AND PROTECTION NOTES:**
- CONTRACTOR SHALL FIELD VERIFY LIMITS OF ASPHALT/CONCRETE/ETC. DEMOLITION AND ADJUST AS REQUIRED.
 - PROVIDE SMOOTH VERTICAL SAWCUT AT ALL EXTERIOR LIMITS OF ASPHALT/CONCRETE REMOVAL.
 - UPON MOBILIZATION, CONTRACTOR SHALL POTHOLE EXISTING BURIED UTILITIES AND STRUCTURES (AS INDICATED) TO VERIFY HORIZONTAL AND VERTICAL ALIGNMENT, SIZE, AND MATERIAL.
 - CONTRACTOR SHALL REPORT TO ENGINEER FOR DIRECTION IN EVENT OF DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS.
 - CONTRACTOR SHALL COORDINATE VEHICULAR AND PEDESTRIAN ACCESS REQUIREMENTS WITH OWNER PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL COORDINATE UTILITY SHUTOFF(S) WITH OWNER AND UTILITY PROVIDER 48 HOURS MINIMUM PRIOR TO CONSTRUCTION TO ENSURE MINIMAL SERVICE DISRUPTION DURING OPERATION HOURS.
 - CONTRACTOR SHALL STORE SALVAGED MATERIALS ON SITE (OR AT AN APPROVED OFF SITE LOCATION) FOR REUSE.
 - WHERE INDICATED, EXISTING STRUCTURES, HARDSCAPE, AND UTILITIES/APPURTENANCES SHALL BE PROTECTED THROUGHOUT ALL PHASES OF CONSTRUCTION.

DEMOLITION NOTES:

- APPROXIMATE LIMITS OF EXISTING STRUCTURE TO BE REMOVED AND RECYCLED. CUT AND CAP ALL UTILITIES JUST OUTSIDE OF FOUNDATION WITH WATER TIGHT, NON-SHRINK GROUT (OR APPROVED CAP). REMOVE AND RECYCLE CONCRETE FOUNDATION. FILL VOID SPACE WITH APPROVED STRUCTURAL FILL PER GEOTECH REPORT TO BOTTOM OF CONCRETE PAVEMENT SECTION. SEE LANDSCAPE PLANS FOR PAVING REQUIREMENTS.
- ASPHALT PARKING AND MANEUVERING AREAS TO BE REMOVED AND RECYCLED.
- REINFORCED CONCRETE PARKING AND MANEUVERING AREAS TO BE REMOVED AND RECYCLED.
- GRAVEL PAVING TO BE REMOVED AND RECYCLED AS REQUIRED. CONTRACTOR MAY ELECT TO STORE GRAVEL ON SITE FOR REUSE. GEOTECHNICAL ENGINEER OF RECORD SHALL INSPECT AND APPROVE MATERIAL PRIOR TO REUSE.
- CONCRETE CURB TO BE REMOVED AND RECYCLED, TYPICAL.
- CONCRETE SIDEWALK TO BE REMOVED AND REPLACED.
- APPROXIMATE SAWCUT/TRENCH FOR NEW DATA SERVICES. COORDINATE FINAL LOCATION WITH UTILITY PROVIDERS AND SYSTEMS WEST DURING CONSTRUCTION.
- CONCRETE STORM STRUCTURE TO BE REMOVED.
- STORM CULVERT TO BE REMOVED.
- REMOVE STORM INLET. PIPE TO BE CONNECTED TO NEW ON-SITE SYSTEM PER C300.
- GAS METER, BOLLARDS, AND GAS SERVICE TO BE REMOVED. CAP EXISTING SERVICE LATERAL AND COORDINATE WITH AVISTA DURING CONSTRUCTION.
- CHAIN LINK FENCING, POSTS, AND GATE TO BE REMOVED.
- EXISTING TREE AND ROOT BALL TO BE REMOVED.
- LANDSCAPING TO BE REMOVED.
- EXISTING PROPERTY BOUNDARY TO BE DISSOLVED. REPLAT SHALL BE RECORDED BY A LICENSED LAND SURVEYOR AND ACCEPTED BY THE CITY PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

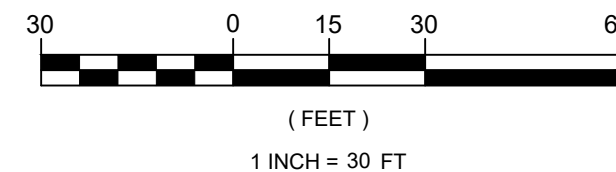
PROTECTION NOTES:

- BUILDING TO REMAIN.
- ASPHALT PAVEMENT TO REMAIN.
- CONCRETE PAVEMENT TO REMAIN.
- CONCRETE CURB TO REMAIN.
- CMU WALL TO REMAIN.
- POWER TRANSFORMERS TO REMAIN.

1
C201

CAMPUS EXISTING CONDITIONS AND DEMOLITION PLAN

1"=30'



DEMOLITION LEGEND:

- EXISTING STRUCTURE TO BE REMOVED
- EXISTING ASPHALT PAVING TO BE REMOVED AND RECYCLED
- EXISTING CONCRETE TO BE REMOVED AND RECYCLED
- EXISTING GRAVEL PAVING TO BE REMOVED AND RECYCLED
- EXISTING LANDSCAPING TO BE REMOVED
- EXISTING CURB TO BE REMOVED
- EXISTING FENCING TO BE REMOVED
- EXISTING UTILITY TO REMAIN
- EXISTING UTILITY LINE TO BE REMOVED
- EXISTING GROUND CONTOUR (0.5 FT)
- EXISTING GROUND CONTOUR (1 FT)
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING STRUCTURE TO BE REMOVED
- EXISTING STRUCTURE TO REMAIN

DEMOLITION AND PROTECTION NOTES:

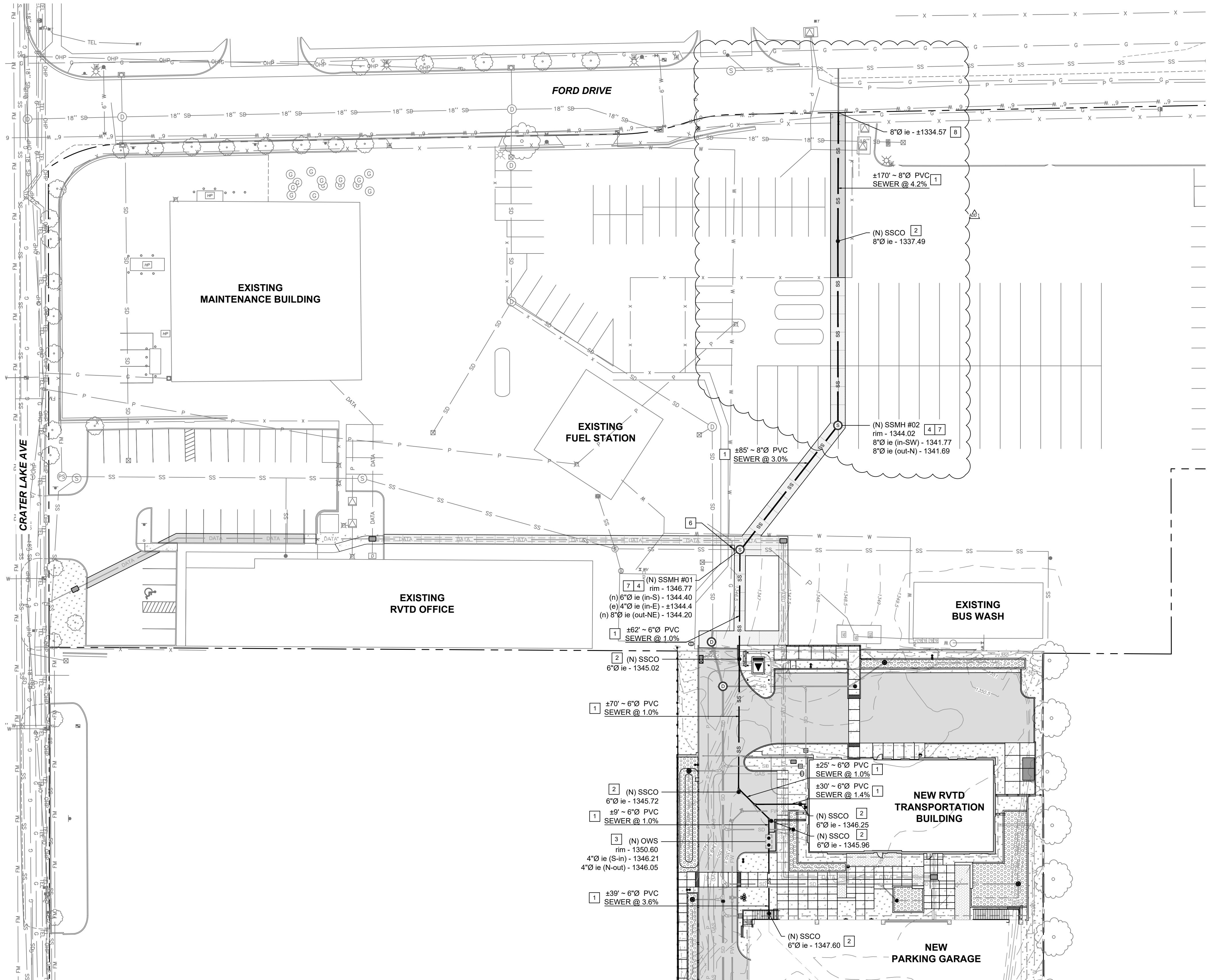
- GENERAL DEMOLITION AND PROTECTION NOTES:**
*** CONTRACTOR SHALL FIELD VERIFY LIMITS OF ASPHALT/CONCRETE/ETC. DEMOLITION AND ADJUST AS REQUIRED.
- *** PROVIDE SMOOTH VERTICAL SAWCUT AT ALL EXTERIOR LIMITS OF ASPHALT/CONCRETE REMOVAL.
- *** UPON MOBILIZATION, CONTRACTOR SHALL POTHOLE EXISTING BURIED UTILITIES AND STRUCTURES (AS INDICATED) TO VERIFY HORIZONTAL AND VERTICAL ALIGNMENT, SIZE, AND MATERIAL.
- *** CONTRACTOR SHALL REPORT TO ENGINEER FOR DIRECTION IN EVENT OF DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS.
- *** CONTRACTOR SHALL COORDINATE VEHICULAR AND PEDESTRIAN ACCESS REQUIREMENTS WITH OWNER PRIOR TO CONSTRUCTION.
- *** CONTRACTOR SHALL COORDINATE UTILITY SHUTOFF(S) WITH OWNER AND UTILITY PROVIDER 48 HOURS MINIMUM PRIOR TO CONSTRUCTION TO ENSURE MINIMAL SERVICE DISRUPTION DURING OPERATION HOURS.
- *** CONTRACTOR SHALL STORE SALVAGED MATERIALS ON SITE (OR AT AN APPROVED OFF SITE LOCATION) FOR REUSE.
- *** WHERE INDICATED, EXISTING STRUCTURES, HARDSCAPE, AND UTILITIES/APPURTENANCES SHALL BE PROTECTED THROUGHOUT ALL PHASES OF CONSTRUCTION.

DEMOLITION NOTES:

- APPROXIMATE LIMITS OF EXISTING STRUCTURE TO BE REMOVED AND RECYCLED. CUT AND CAP ALL UTILITIES JUST OUTSIDE OF FOUNDATION WITH WATER TIGHT, NON-SHRINK GROUT (OR APPROVED CAP). REMOVE AND RECYCLE CONCRETE FOUNDATION. FILL VOID SPACE WITH APPROVED STRUCTURAL FILL PER GEOTECHNICAL REPORT TO BOTTOM OF CONCRETE PAVEMENT SECTION. SEE LANDSCAPE PLANS FOR PAVING REQUIREMENTS.
- ASPHALT PARKING AND MANEUVERING AREAS TO BE REMOVED AND RECYCLED.
- REINFORCED CONCRETE PARKING AND MANEUVERING AREAS TO BE REMOVED AND RECYCLED.
- GRAVEL PAVING TO BE REMOVED AND RECYCLED AS REQUIRED. CONTRACTOR MAY ELECT TO STORE GRAVEL ON SITE FOR REUSE. GEOTECHNICAL ENGINEER OF RECORD SHALL INSPECT AND APPROVE MATERIAL PRIOR TO REUSE.
- CONCRETE CURB TO BE REMOVED AND RECYCLED.
- CONCRETE SIDEWALK TO BE REMOVED AND REPLACED.
- APPROXIMATE SAWCUT/TRENCH FOR NEW DATA SERVICES. COORDINATE FINAL LOCATION WITH UTILITY PROVIDERS AND SYSTEMS WEST DURING CONSTRUCTION.
- CONCRETE STORM STRUCTURE TO BE REMOVED.
- STORM CULVERT TO BE REMOVED.
- REMOVE STORM INLET. PIPE TO BE CONNECTED TO NEW ON-SITE SYSTEM PER C300.
- GAS METER, BOLLARDS, AND GAS SERVICE TO BE REMOVED. CAP EXISTING SERVICE LATERAL AND COORDINATE WITH AVISTA DURING CONSTRUCTION.
- CHAIN LINK FENCING, POSTS, AND GATE TO BE REMOVED.
- EXISTING TREE AND ROOT BALL TO BE REMOVED.
- LANDSCAPING TO BE REMOVED.
- EXISTING PROPERTY BOUNDARY TO BE DISSOLVED. REPLAT SHALL BE RECORDED BY A LICENSED LAND SURVEYOR AND ACCEPTED BY THE CITY PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

PROTECTION NOTES:

- BUILDING TO REMAIN.
- ASPHALT PAVEMENT TO REMAIN.
- CONCRETE PAVEMENT TO REMAIN.
- CONCRETE CURB TO REMAIN.
- CMU WALL TO REMAIN.
- POWER TRANSFORMERS TO REMAIN.

1
C401

SANITARY SEWER PLAN

1"=30'

SANITARY SEWER NOTES:

GENERAL CONSTRUCTION NOTES:
*** CONSTRUCT STRUCTURES AND PIPING TO GRADES, ELEVATIONS, AND ALIGNMENTS SHOWN ON PLAN.

*** UPON MOBILIZATION CONTRACTOR SHALL POTHOLE TO VERIFY VERTICAL AND HORIZONTAL ALIGNMENT, SIZE, AND MATERIAL OF EXISTING PIPES/STRUCTURES FOR TIE-IN PURPOSES. REPORT TO ENGINEER IN EVENT OF DISCREPANCY.

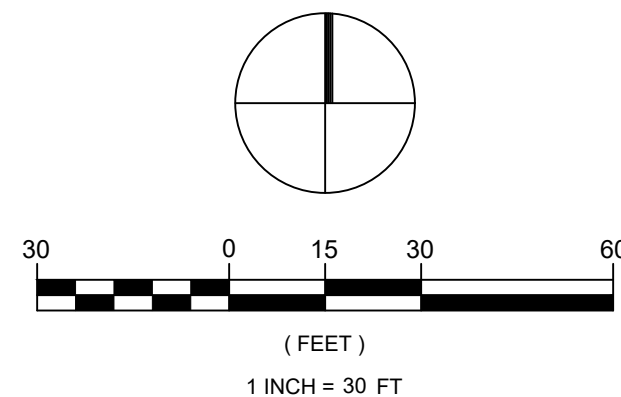
*** PROVIDE SUBMITTALS TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING MATERIALS.

*** MAINTAIN MINIMUM 36" COVER OVER WATER LINES UNLESS NOTED OTHERWISE.

*** REFER TO STRUCTURAL PLANS FOR BUILDING PENETRATION REQUIREMENTS.

*** REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR REQUIREMENTS WITHIN FIVE (5) FEET OF BUILDING FOOTPRINT AND CONTINUATION OF SERVICES.

- SANITARY SEWER CONSTRUCTION NOTES:**
1. INSTALL 'PVC' SANITARY SEWER SERVICE IN TRENCH PER DETAIL 1 ON SHEET C500.
 2. FURNISH AND INSTALL CLEANOUT RISER TO GRADE WITH WORD 'SEWER' CAST INTO LID. CONSTRUCT PER DETAIL 3 ON SHEET C500.
 3. FURNISH AND INSTALL 'Oldcastle' 'Precast' OIL/WATER SEPARATOR MODEL '576-SA-1000' WITH 2" Ø FLAMMABLE VAPOR VENT AND SANITARY SEWER VENT. VENT PIPES TO SLOPE AWAY FROM BUILDING AT ±1.0%. CONSTRUCT PER GRADES, ELEVATIONS, AND ALIGNMENT SHOWN ON PLANS. REFER TO PLUMBING PLANS FOR MORE INFORMATION.
 4. CONSTRUCT NEW PRIVATE SANITARY SEWER MANHOLE AT LOCATION SHOWN TO GRADES, ELEVATIONS, AND ALIGNMENT SHOWN ON PLANS. CONSTRUCT PER ODOT RD336, RD338, RD344, AND RD345. PROVIDE SANITARY COVER PER ODOT RD356.
 5. NOTE NOT USED THIS SHEET.
 6. EXISTING 4" SANITARY SEWER LINE CONTINUING TO THE WEST OF NEW MANHOLE TO BE PLUGGED WITH WATERTIGHT NON-SHRINK GROUT OR APPROVED CAP. POTHOLE AND VERIFY PRIOR TO ORDERING ANY MATERIALS.
 7. A TOPOGRAPHIC SURVEY OF THE RVTD BUS PARKING AND MANEUVERING AREA WAS NOT MADE AVAILABLE DURING TIME OF DESIGN. EXISTING GRADES SHALL BE VERIFIED BY CONTRACTOR. CONTRACTOR TO CONFIRM RIM ELEVATIONS MATCH EXISTING GRADES AND INVERTS ARE ADJUSTED ACCORDINGLY TO MAINTAIN COVER. REPORT TO ENGINEER TO VERIFY ADEQUATE SLOPE.
 8. CONNECT PRIVATE SANITARY SEWER PIPE TO NEWLY CONSTRUCTED LATERAL IN FORD DRIVE, UNDER SEPARATE COVER. CONNECTION TO BE MADE WITH 'Fermco' 'Strong Back RC 1000 Series' COUPLER OR APPROVED EQUAL.



CONSTRUCTION DOCUMENTS - ISSUE FOR BID
RVTD TRANSPORTATION BUILDING

PIVOT PROJECT #: 2017.01
ZCS PROJECT #: M43004-22
ROGUE VALLEY TRANSIT DISTRICT
3111 FOREST HILLS DRIVE (GARAGE)
MEDFORD OREGON 97504

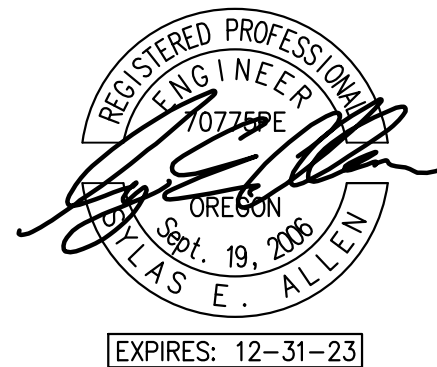
SHEET TITLE:
**SANITARY
SEWER PLAN**

REVISIONS:

#	DESCRP.	DATE
1	ADD 1	06.01.2023

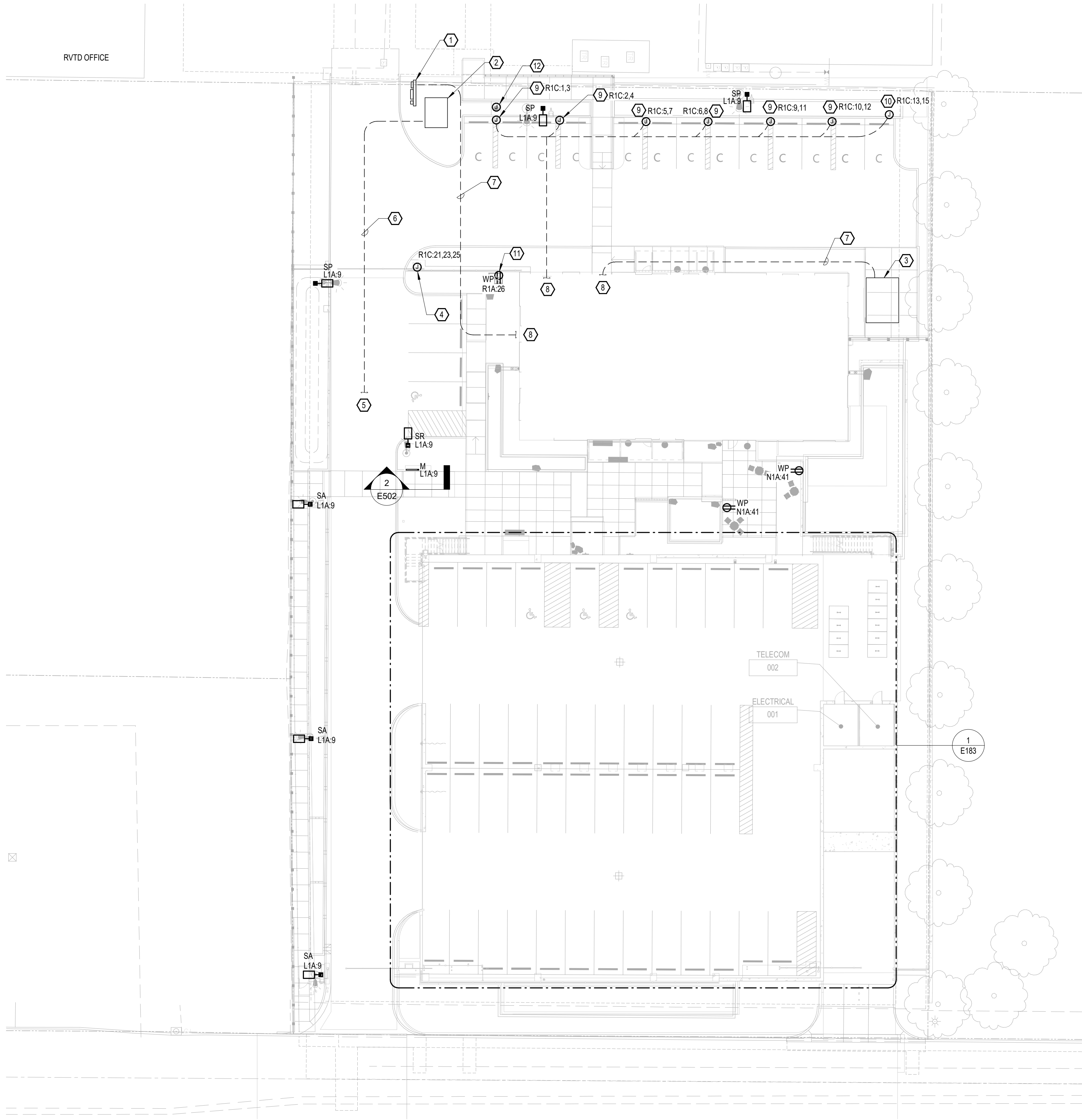
ISSUE DATE: 06.01.2023

C401



ZCS
ENGINEERING
ARCHITECTURE
45 Hawthorne Street, Medford,
Oregon 97504 | 541-500-8588





REFERENCE NOTES:

- UTILITY METER, CT, DISCONNECT
- UTILITY TRANSFORMER
- GENERATOR
- ELECTRICALLY OPERATED SECURITY GATE, COORDINATE WITH ARCHITECT AND EQUIPMENT VENDOR.
- REFERENCE CIVIL DRAWINGS FOR FULL UTILITY POWER PATHWAY.
- PROVIDE 5" CONDUIT FOR ROUTING OF UTILITY TRANSFORMER FEEDER.
- REFERENCE E1/611 FOR CONDUIT AND FEEDER SIZING.
- CONTINUE TO ELECTRICAL 106
- DUAL HEAD EV CHARGING STATION, COORDINATE INSTALLATION WITH EQUIPMENT VENDOR.
- SINGLE HEAD EV CHARGING STATION, COORDINATE INSTALLATION WITH EQUIPMENT VENDOR.
- IRRIGATION CONTROLLER
- SELF ILLUMINATED CLOCK. PROVIDE (1) 1" CONDUIT ROUTED TO ELEC 106 AND (1) 1" CONDUIT ROUTED TO IDF 125. COORDINATE CONNECTIONS WITH ARCHITECT PRIOR TO ROUGH-IN.

1 SITE PLAN
1" = 20'-0"



CONSTRUCTION DOCUMENTS - ISSUE FOR BID
RVTD TRANSPORTATION BUILDING

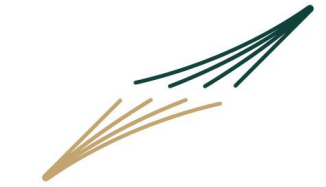
PROJECT #: 2017.01
ROUSE VALLEY TRANSIT DISTRICT
2200 COMMERCE AVENUE
MEDFORD OREGON 97504

SHEET TITLE:
SITE PLAN

REVISIONS:
DATE
ADD1 06.01.2023

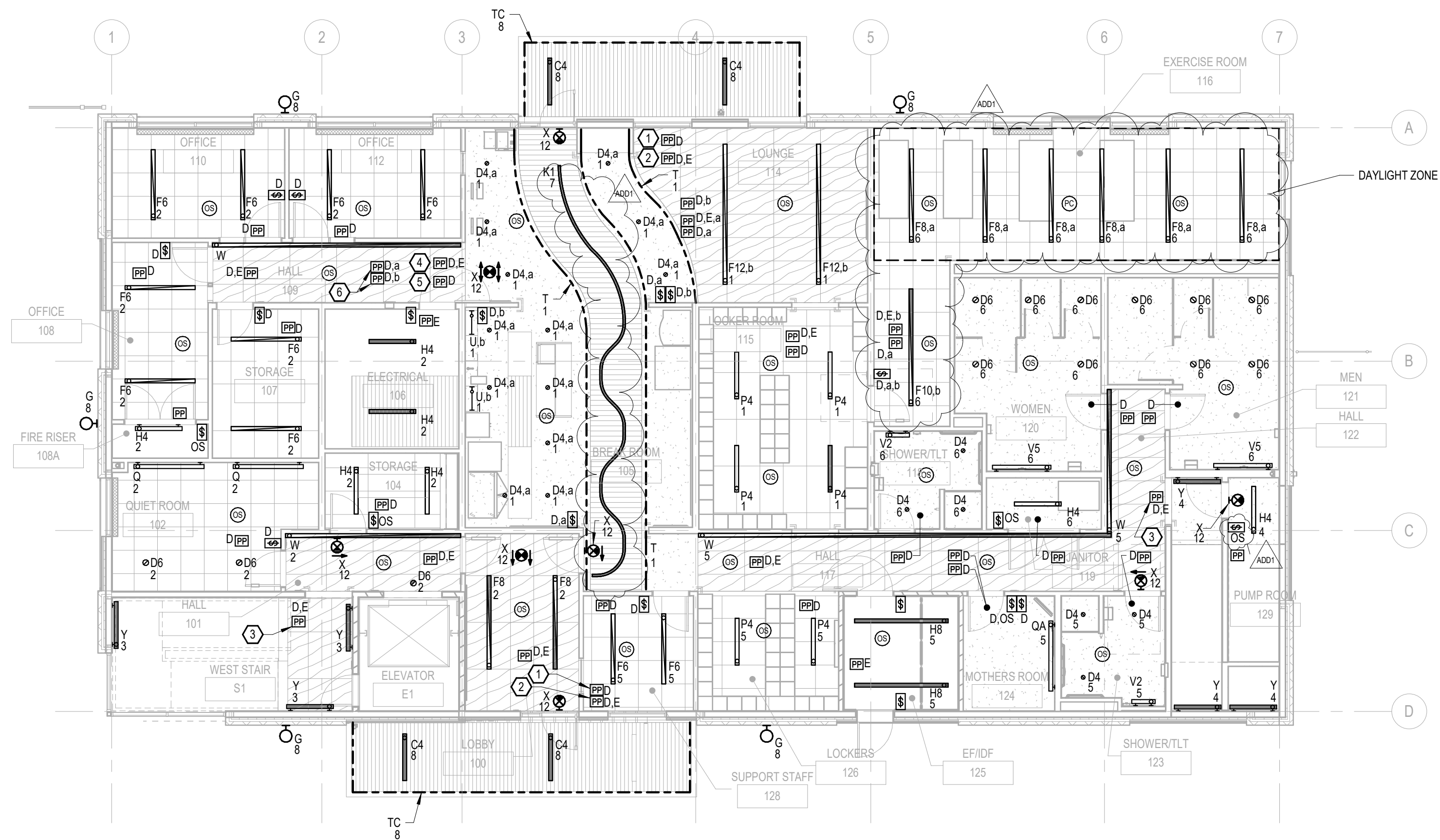
ISSUE DATE: 05.15.2023

E100

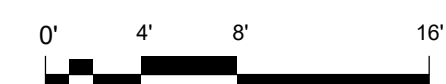


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1 LIGHTING FIRST FLOOR PLAN



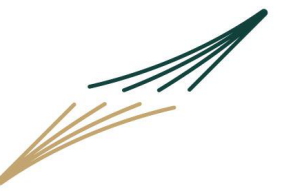
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SHEET NOTES:

1. ALL LIGHTING FIXTURES ON THIS SHEET ARE TO BE SERVED FROM PANEL L1A, U.O.N.
2. POWER PACKS FOR LIGHTING FIXTURE CONTROLS ARE LOCATED IN A BEST EFFORT TO IDENTIFY ACCESSIBLE CEILING SPACE FOR MAINTENANCE OF DEVICES. COORDINATE EXACT LOCATIONS WITH ARCHITECT OR OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.

REFERENCE NOTES:

- 1 POWER PACK DESIGNATED FOR CONTROL OF EXTERIOR CANOPY TAPE LIGHT.
- 2 POWER PACK DESIGNATED FOR CONTROL OF EXTERIOR CANOPY C4 FIXTURES.
- 3 POWER PACK DESIGNATED FOR CONTROL OF ALL FIXTURES WITHIN STAIRWELL. REFERENCE E112 FOR ADDITIONAL FIXTURES.
- 4 POWER PACK DESIGNATED FOR CONTROL OF K1 FIXTURE.
- 5 POWER PACK DESIGNATED FOR CONTROL OF ALL TYPE T FIXTURE IN LOUNGE 114 & BREAK 105.
- 6 POWER PACK DESIGNATED FOR CONTROL OF FIXTURES IN BREAK 105



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RVTD TRANSPORTATION BUILDING
PROJECT #: 2017.01

PROJECT #: 2017-01
ROUGE VALLEY TRANSIT DISTRICT
3200 CRATER LAKE AVE
MEDFORD OREGON 97504

SHEET TITLE:

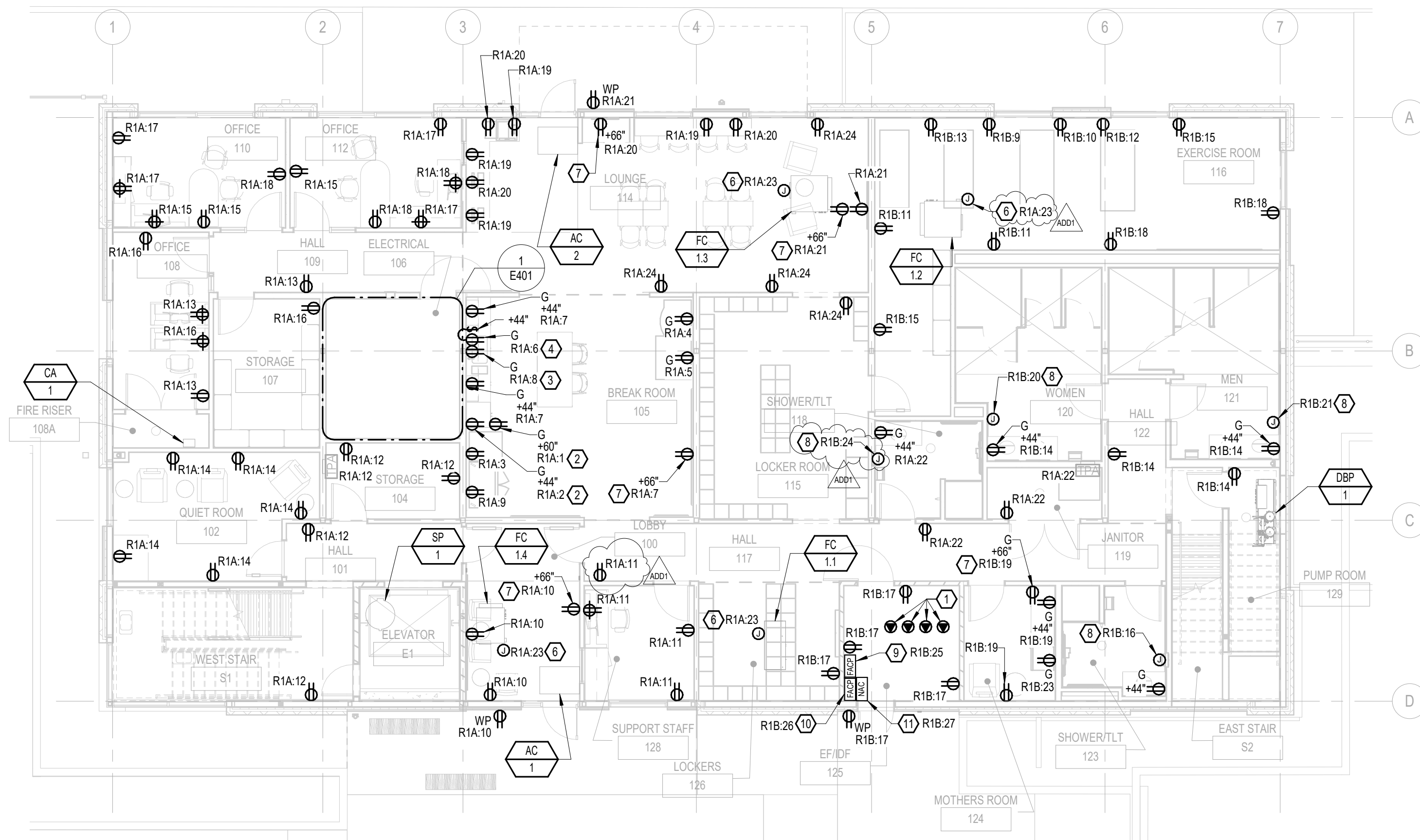
LIGHTING FIRST FLOOR PLAN

REVISIONS:

#	DATE
PR-01	3.10.2023
ADD1	06.01.2023

ISSUE DATE: 05.15.2023

E111



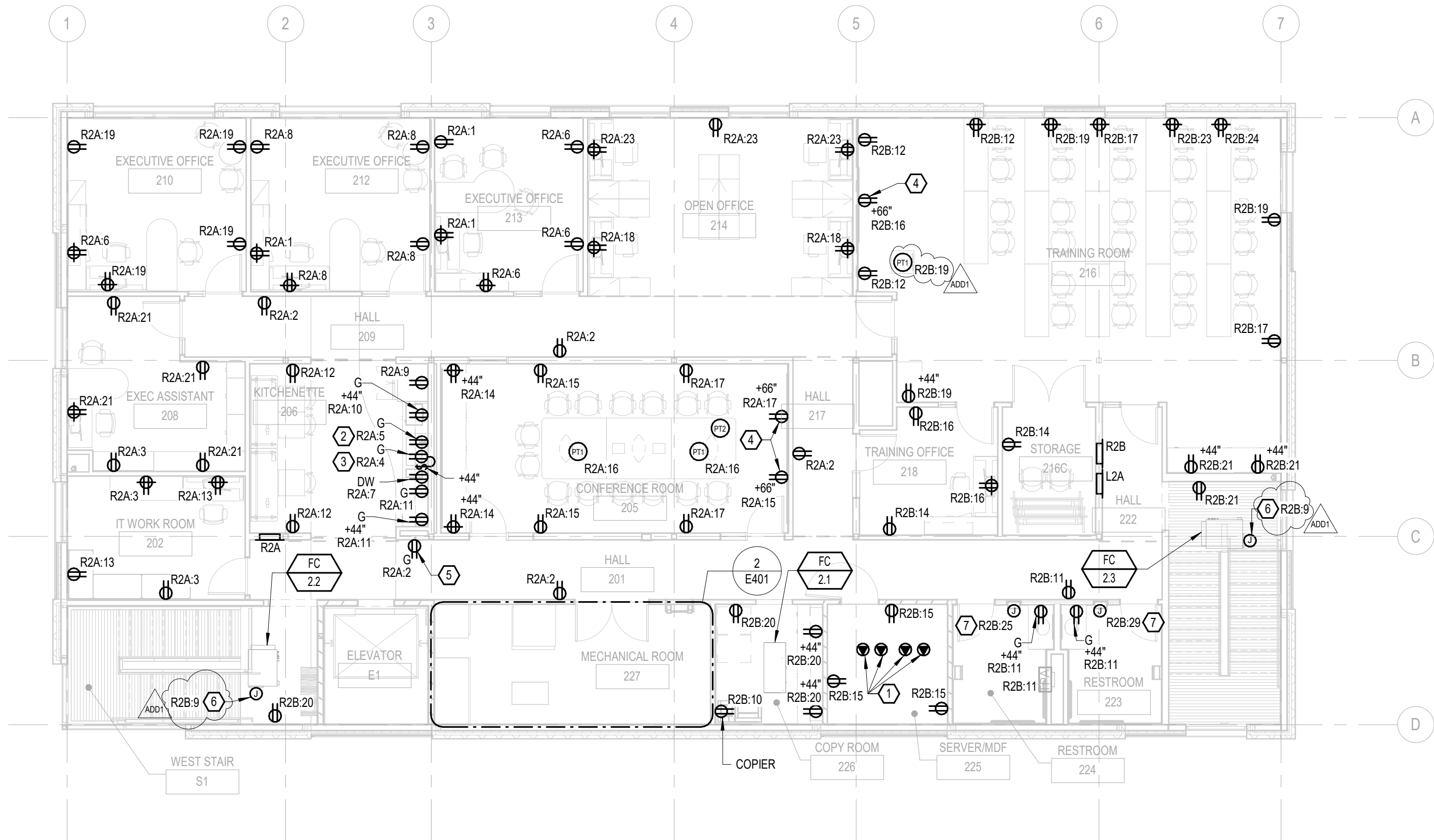
1 POWER DISTRIBUTION FIRST FLOOR PLAN



- REFERENCE NOTES:

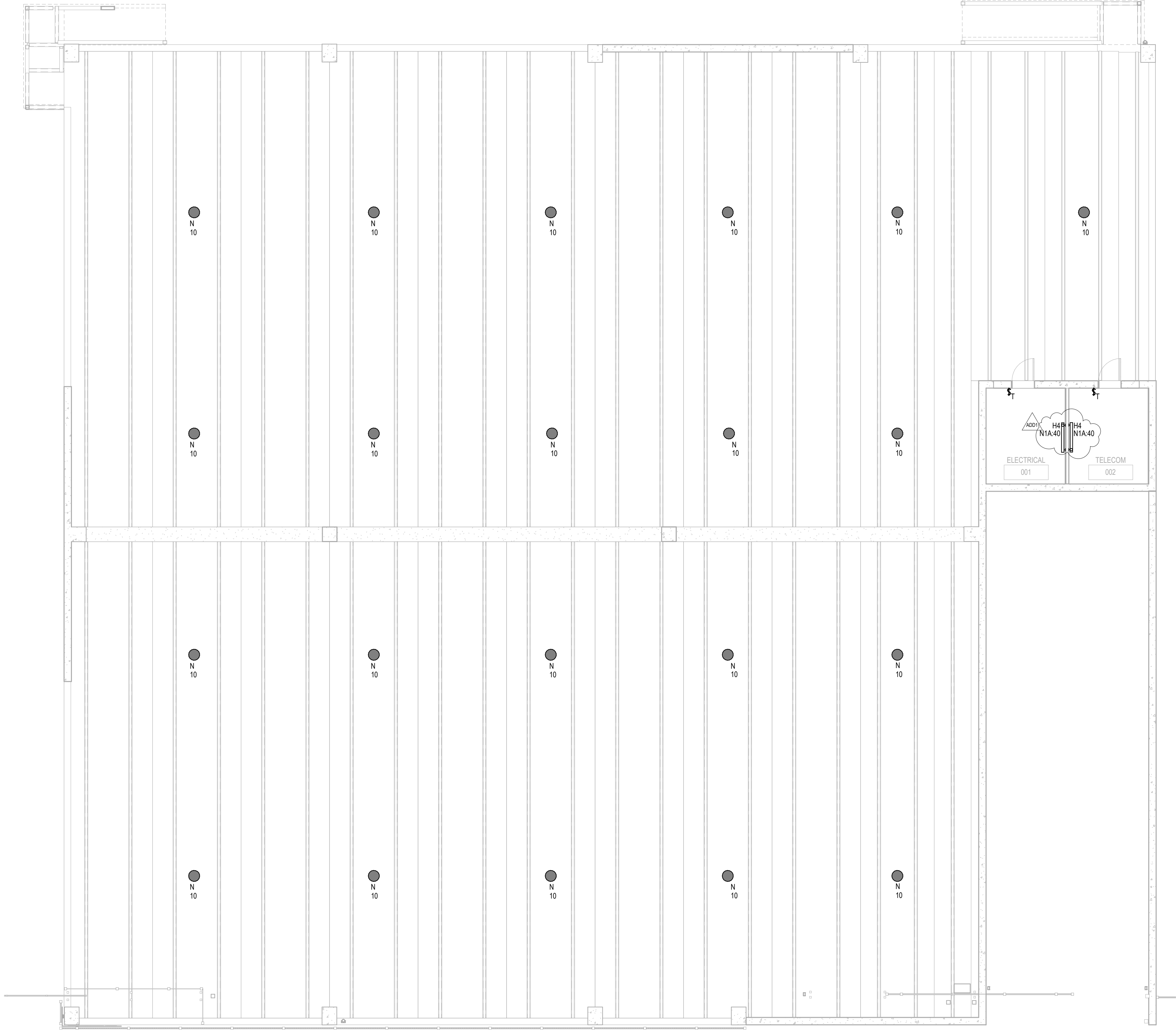
- ① INSTALL 16-20R RECEPTACLE ON TOP OF TELECOMM RACK. COORDINATE EXACT LOCATION WITH OWNERS REPRESENTATIVE OR ARCHITECT. PROVIDE 2-POLE 208V CONNECTION FOR EACH RECEPTACLE. REFERENCE R1A PANEL SCHEDULE FOR MORE INFORMATION.
- ② MICROWAVE
- ③ INSTAHOT
- ④ GARBAGE DISPOSAL
- ⑤ NOT USED
- ⑥ PROVIDE CONNECTION TO CONDENSATE PUMP FOR NEARBY FAN COIL. COORDINATE LOCATION WITH MECHANICAL & PLUMBING PRIOR TO ROUGH-IN.
- ⑦ COLOCATE POWER RECEPTACLE IN A/V BACKBOX. COORDINATE INSTALLATION WITH T SHEETS PRIOR TO ROUGH-IN.
- ⑧ ELECTRIC HAND DRYER. COORDINATE INSTALLATION WITH ARCHITECT PRIOR TO ROUGH-IN.
- ⑨ FIRE ALARM PRE-ACTION CONTROL PANEL. COORDINATE INSTALLATION WITH T SHEETS.
- ⑩ FIRE ALARM CONTROL PANEL. COORDINATE INSTALLATION WITH T SHEETS.
- ⑪ FIRE ALARM NAC PANEL. COORDINATE INSTALLATION WITH T SHEETS.





REFERENCE NOTES:

1. INSTALL L6-20R RECEPTACLE ON TOP OF TELECOMM RACK. PROVIDE 2-POLE 208V CONNECTION FOR EACH RECEPTACLE. REFERENCE R1A PANEL SCHEDULE FOR MORE INFORMATION. COORDINATE EXACT LOCATION WITH OWNERS REPRESENTATIVE OR ARCHITECT.
2. INSTAHOT
3. GARBAGE DISPOSAL
4. COLOCATE POWER RECEPTACLE IN AV BACKBOX. COORDINATE INSTALLATION WITH T SHEETS PRIOR TO ROUGH-IN.
5. GFCI PROTECTED RECEPTACLE FOR BOTTLE FILLER. COORDINATE EXACT LOCATION WITH PLUMBING PRIOR TO ROUGH-IN.
6. PROVIDE CONNECTION TO CONDENSATE PUMP FOR NEARBY FAN COIL. COORDINATE LOCATION WITH MECHANICAL & PLUMBING PRIOR TO ROUGH-IN.
7. ELECTRIC HAND DRYER. COORDINATE INSTALLATION WITH ARCHITECT PRIOR TO ROUGH-IN.



1 LIGHTING PARKING GARAGE FIRST FLOOR PLAN
1/8" = 1'-0"



SHEET NOTES:

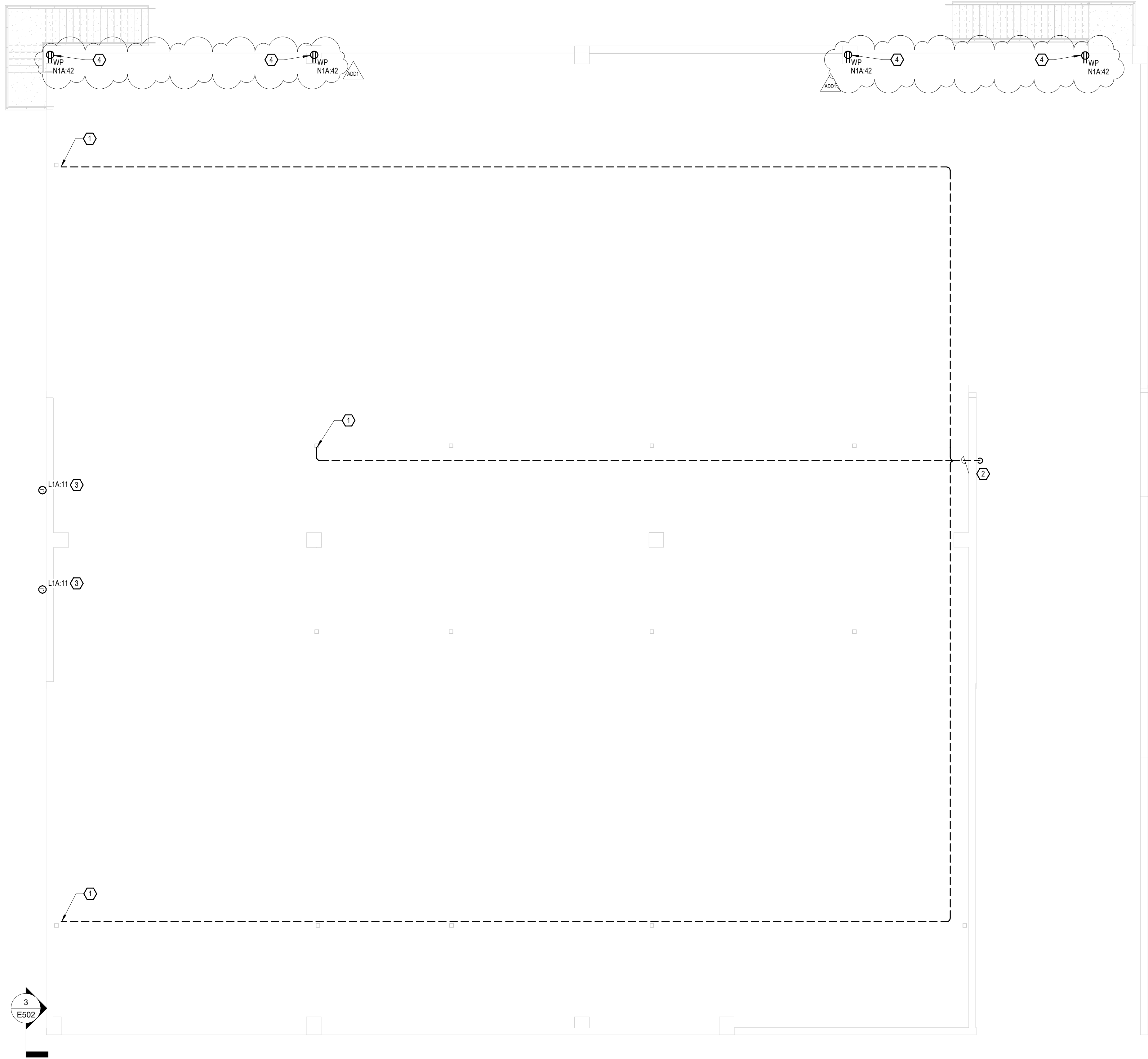
1. ALL LIGHTING FIXTURES ON THIS SHEET ARE TO BE SERVED FROM PANEL L1A, U.O.N.



SHEET TITLE:

REVISIONS:

#	DATE
ADD1	06.01.2023

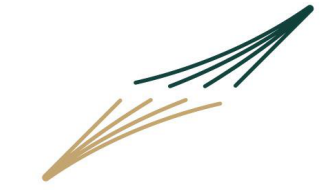
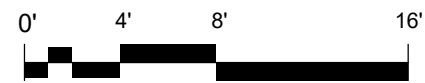


REFERENCE NOTES:

- 1 PROVIDE (1) 2 INCH C. WITH PULL STRING FOR FUTURE PV CABLE ROUTING. STUB AT THIS LOCATION, AND ROUTE BACK TO PARKING GARAGE ELECTRICAL ROOM.
- 2 PROVIDE (3) 2 INCH C. WITH PULL STRING FOR FUTURE PV CABLE ROUTING INTO GARAGE ELECTRICAL ROOM.
- 3 PROVIDE CONNECTION TO INTEGRATED FLAGPOLE LIGHTING. COORDINATE EXACT LOCATION WITH ARCHITECT PRIOR TO COMMENCING WORK.
- 4 RECEPTACLES TO BE INSTALLED WITHIN POLE AT 18" ABOVE POLE BASE.

1 POWER DISTRIBUTION PARKING GARAGE SECOND FLOOR PLAN

1/8" = 1'-0"



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CONSTRUCTION DOCUMENTS - ISSUE FOR BID
RVTD TRANSPORTATION BUILDING

PROJECT #: 2017.01
ROUSE VALLEY TRANSIT DISTRICT
2200 COMMERCE BLVD
MEDFORD OREGON 97504

SHEET TITLE:

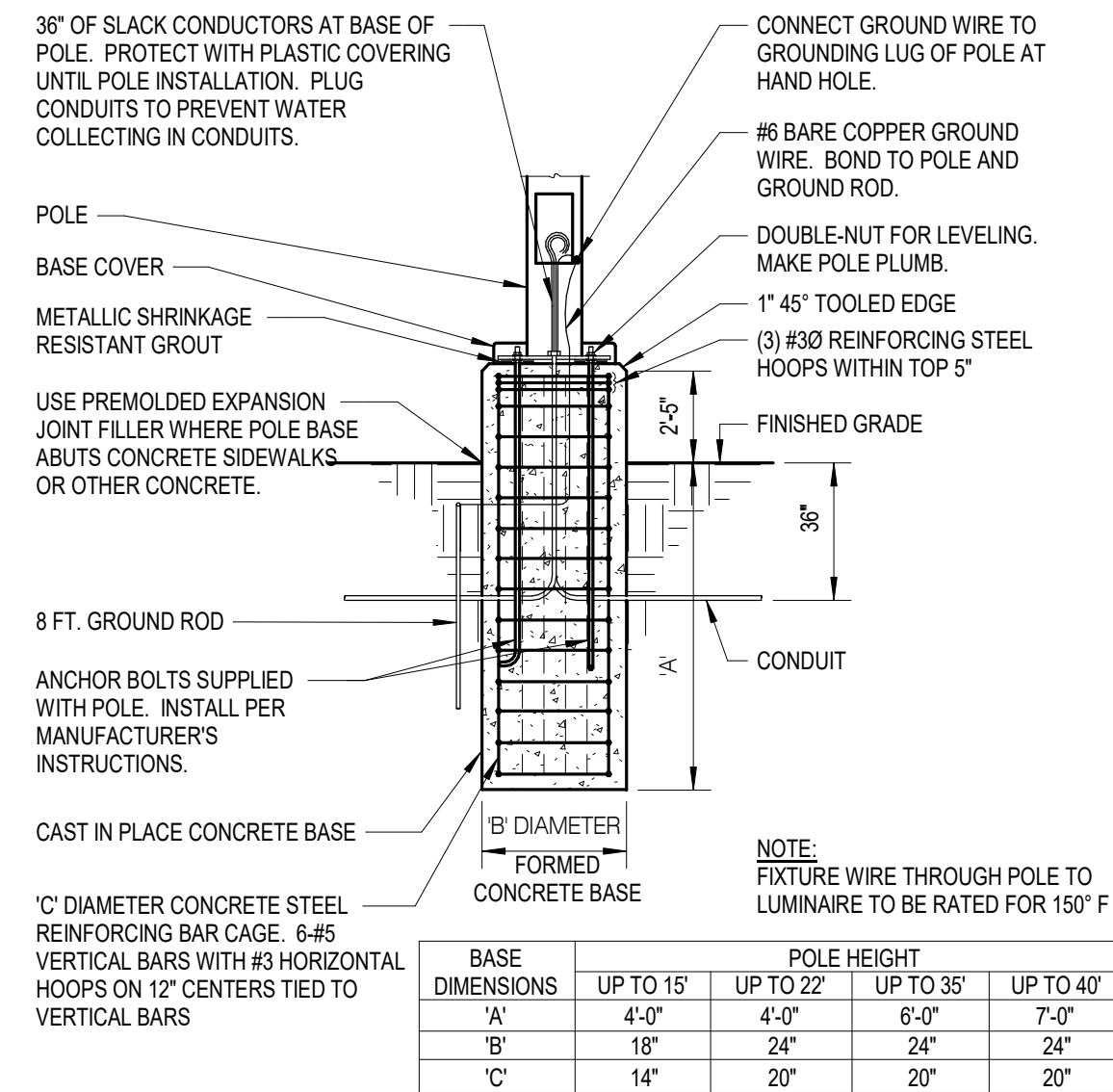
**POWER
DISTRIBUTION
PARKING
GARAGE
SECOND
FLOOR PLAN**

REVISIONS:

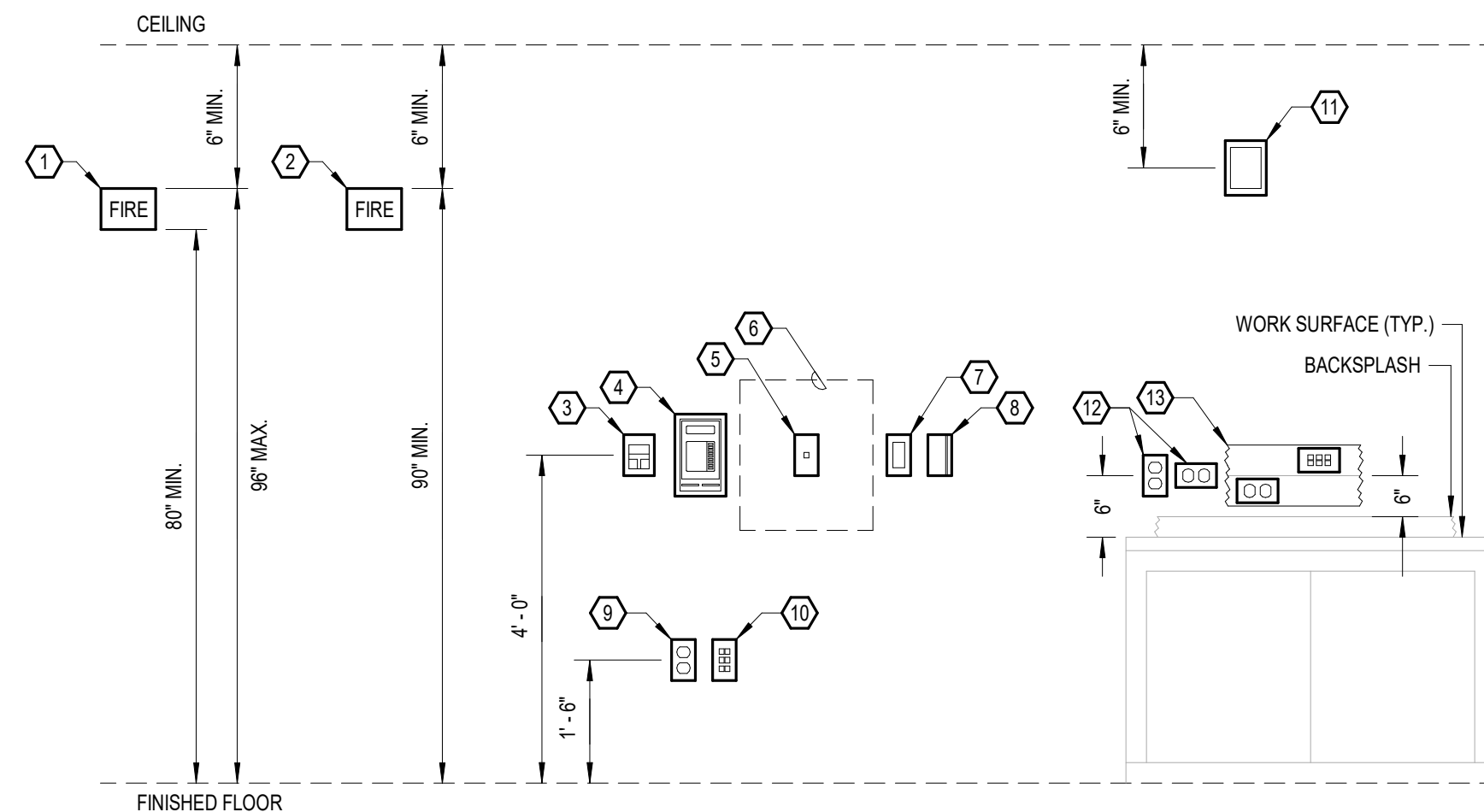
#	DATE
ADD1	06.01.2023

ISSUE DATE: 05.15.2023

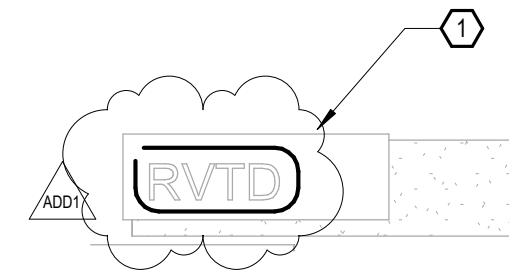
E184



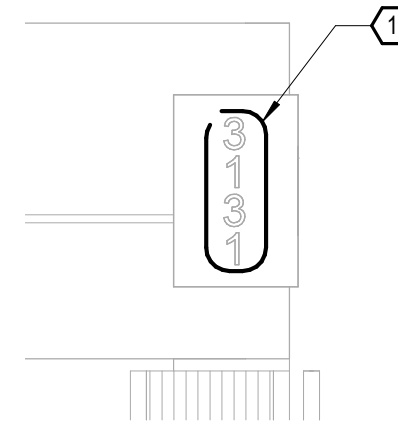
1 **ANCHOR LUMINAIRE STANDARD PEDESTAL ANCHOR BASE WITH GROUND**
NOT TO SCALE



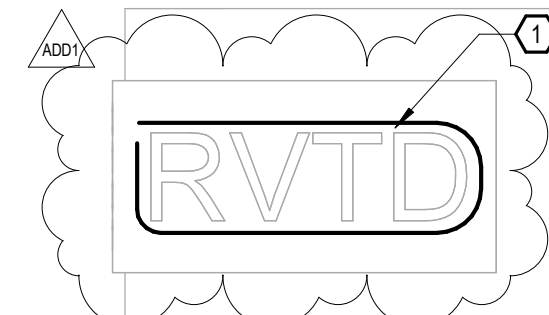
7 STANDARD DEVICE MOUNTING HEIGHTS



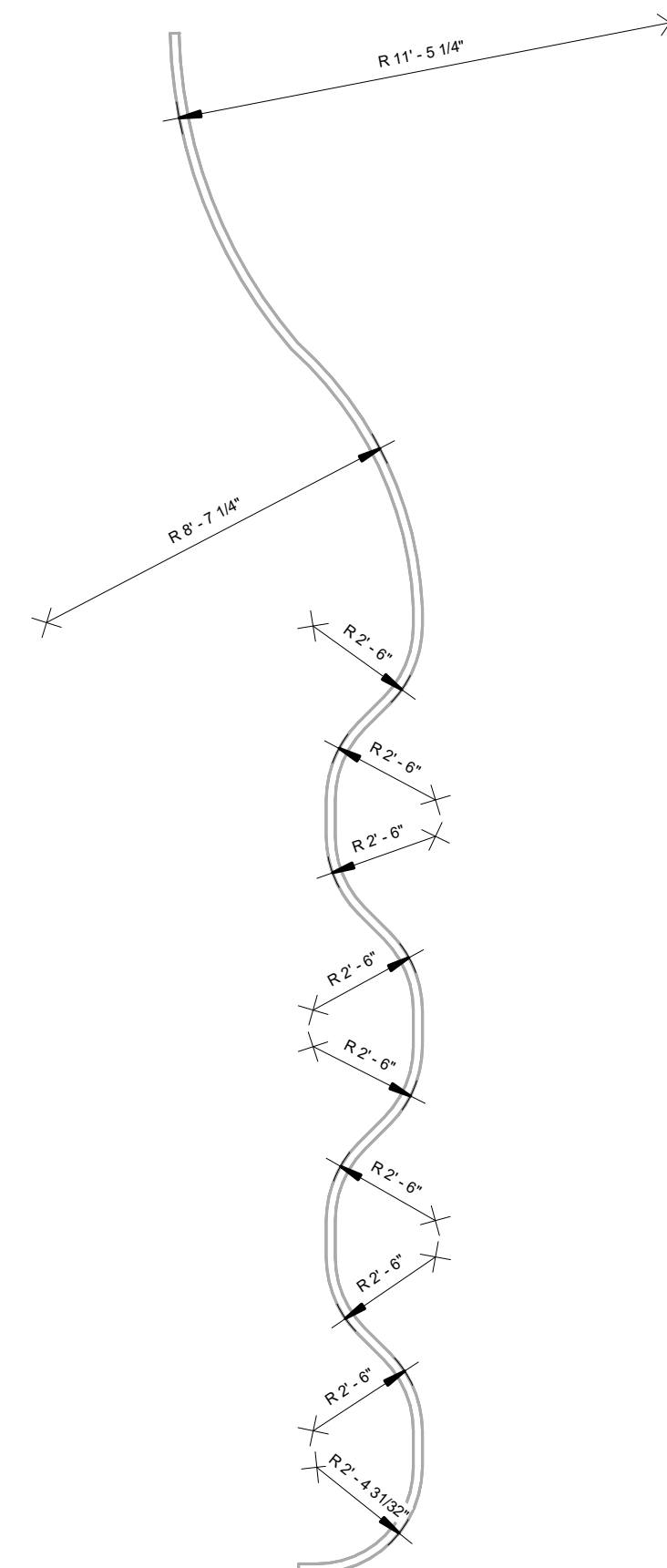
2 MONUMENT SIGNAGE LIGHTING



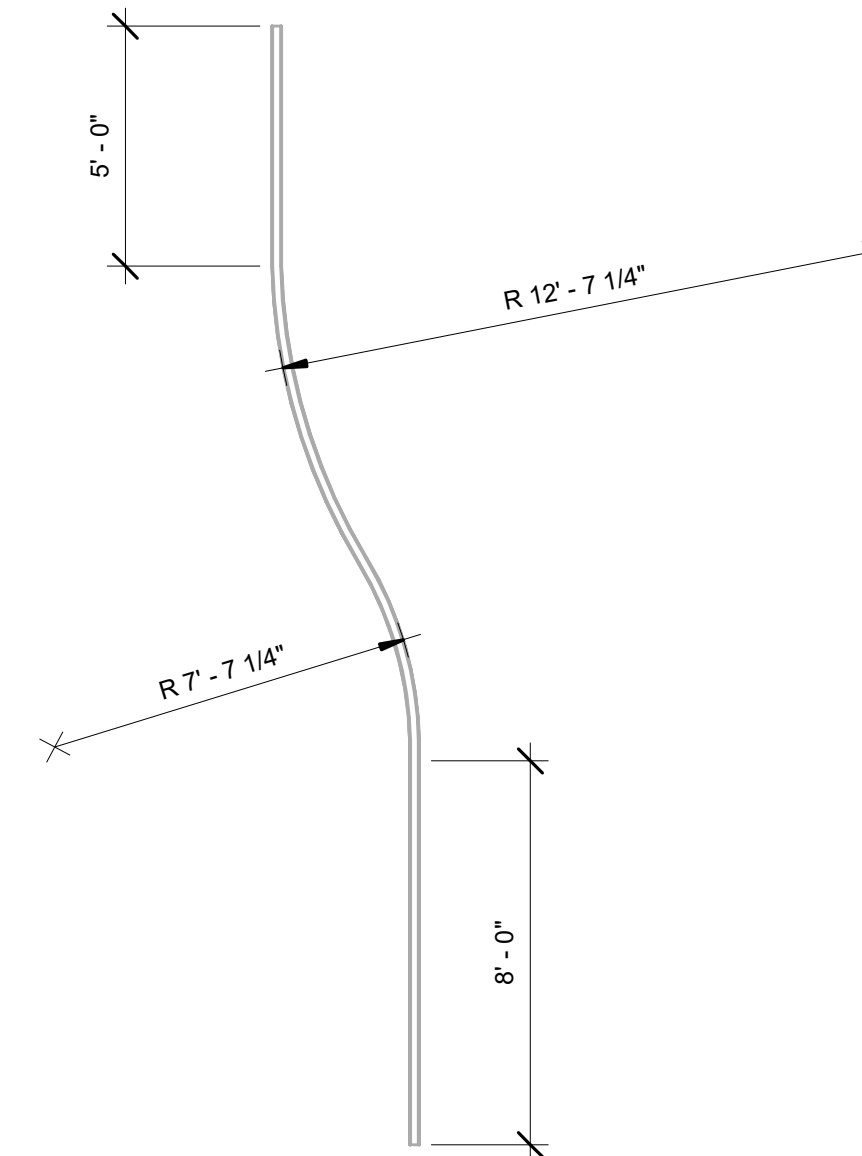
3 PARKING GARAGE SIGNAGE WEST



4 PARKING GARAGE SIGNAGE SOUTH



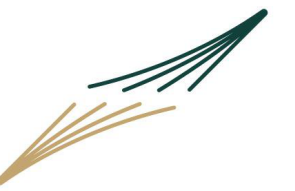
5 TYPE K1 FIXTURE RADIUS DETAIL
NOT TO SCALE



6 TYPE K2 FIXTURE RADIUS DETAIL
NOT TO SCALE

DETAIL REFERENCE NOTES:

- ① FIXTURE TYPE M TAPE LIGHT ASSEMBLY- SECURE TO BACK SURFACE OF SIGNAGE FRONT PLATE . MAINTAIN BENDS WITH RADIUS NO SMALLER THAN 5.9 INCHES. LOCATE FIXTURE DRIVER ASSEMBLY TO A COVERED ACCESSIBLE LOCATION.
- ② FIXTURE TYPE M TAPE LIGHT ASSEMBLY - SECURE TO BACK SURFACE OF SIGNAGE FRONT PLATE . MAINTAIN BENDS WITH RADIUS NO SMALLER THAN 5.9 INCHES. INSTALL FIXTURE DRIVER IN NEMA 4X WATER TIGHT BOX. COORDINATE WITH ARCHITECT PRIOR ROUGH-IN.



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CONSTRUCTION DOCUMENTS - ISSUE FOR BID

RVTD TRANSPORTATION BUILDING

PROJECT #: 2017.01
ROUGE VALLEY TRANSIT DISTRICT
3200 CRATER LAKE AVE
MEDFORD OREGON 97504

SHEET TITLE:
DETAILS

REVISIONS:	
#	DATE
ADD1	06.01.2023

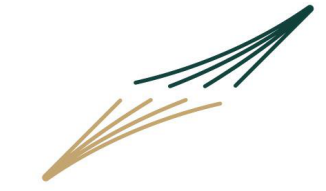
ISSUE DATE: 05.15.2023

SCALE OF 11 x 17 SHEETS IS HALF OF SCALE INDICATED

LUMINAIRE SCHEDULE					
TYPE	DESCRIPTION	BOD MANUFACTURER	LAMP/POWER	ADDITIONAL SPECIFICATIONS AND NOTES	
C4	4 X 3 X 48 INCH SURFACE MOUNT LED LINEAR LUMINAIRE WITH SATIN LENS	AXIS WET BEAM	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 500LM/F INPUT POWER: 24W VOLTAGE: UNV	MOUNTING: SURFACE LENS/REFLECTOR: EXTRUDED ALUMINUM DRIVER: .125 INCH SATIN ACRYLIC MISC: 0-10V DIMMING	
		OR APPROVED			
D4	4(DIA) X 6.6 INCH RECESSED LED DOWNLIGHT	GOTHAM EVO4SH SERIES	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 1000LM INPUT POWER: 8.8W VOLTAGE: MVOLT (120-277V)	MOUNTING: RECESSED HOUSING: 20G GALV. STEEL LENS/REFLECTOR: MED WIDE DISTRIBUTION, CLEAR, SEMI-SPECULAR DRIVER: 0-10V, TO 1% DIM MISC: SELF-FLANGED	
D6	6(DIA) X 6.6 INCH RECESSED LED DOWNLIGHT	GOTHAM EVO6SH SERIES	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 1000LM INPUT POWER: 9.6W VOLTAGE: MVOLT (120-277V)	MOUNTING: RECESSED HOUSING: 20G GALV. STEEL LENS/REFLECTOR: MED WIDE DISTRIBUTION, CLEAR, SEMI-SPECULAR DRIVER: 0-10V, TO 1% DIM MISC: SELF-FLANGED	
F(XX)	2.5 X 2.5 X (XX) RECESSED LED LINEAR LUMINAIRE	FINELITE HP2RD HP2RDX(FT)-B-835-F-96LG	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 423 LM/FT INPUT POWER: 6.8W /FT VOLTAGE: 120V	MOUNTING: PENDANT HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: ROUND DIFFUSE DRIVER: 0-10V DIMMING MISC: WHITE	
G	13 X 4.5 X 4 INCH EXTERIOR LINEAR FAÇADE SURFACE MOUNT - DIRECT ONLY	BEGA 22360	LIGHT SOURCE: LED COLOR TEMP: 3000K CRI: 80+ CRI OUTPUT: 1024LM INPUT POWER: 15.4W VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: DRIVER: MISC:	
H(XX)	2 X 3 X (XX) INCH STRIP LIGHT WITH CURVED ACRYLIC LENS	LITHONIA CLX CLX LXX SEF RDL	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 1000LM/FT INPUT POWER: 8W/FT VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE HOUSING: 20G GALV. STEEL LENS/REFLECTOR: ROUND DIFFUSE DRIVER: 0-10V, TO 10% DIM MISC: SELF-FLANGED	
K1	2.5 X 4.5 INCH CUSTOM SURFACE MOUNT DIRECT ONLY LED ASSEMBLY WITH EXTRUDED ALUMINUM HOUSING. LENGTHS AND CURVES ARE ENGINEERED AND JOINED AS INDICATED ON DRAWINGS	CORONET LS CURVE VARIOUS SECTIONS - SEE DWGS	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 90 OUTPUT: 475 LM (FT) INPUT POWER: 12W (FT) VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: STANDARD DIFFUSER AT BOTTOM DRIVER: 0-10V DIMMING, TO 1% MISC: COORDINATE LOCATION OF LUMINAIRE AND PLACEMENT OF SUPPORTING STRUCTURE WITH ARCHITECT	
K2	2.5 X 4.5 INCH CUSTOM PENDANT INDIRECT/DIRECT LED ASSEMBLY WITH EXTRUDED ALUMINUM HOUSING. LENGTHS AND CURVES ARE ENGINEERED AND JOINED AS INDICATED ON DRAWINGS	CORONET LS CURVE VARIOUS SECTIONS - SEE DWGS	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 90 OUTPUT: 475 LM (FT) INPUT POWER: 12W (FT) VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: STANDARD DIFFUSER AT BOTTOM DRIVER: 0-10V DIMMING, TO 1% MISC: COORDINATE LOCATION OF LUMINAIRE AND PLACEMENT OF SUPPORTING STRUCTURE WITH ARCHITECT	
L	41 INCH DIAMETER PENDANT MOUNT DECORATIVE RIBBON LED LUMINAIRE WITH ADJUSTABLE LENGTHS (18" TO 138")	KUZCO AMPERSAND PD22339-WH	LIGHT SOURCE: LED COLOR TEMP: 3000K CRI: 90 OUTPUT: 5851 LM INPUT POWER: 94W VOLTAGE: MVOLT (120-277V)	MOUNTING: PENDANT HOUSING: ALUMINUM LENS/REFLECTOR: WHITE ACRYLIC DIFFUSER DRIVER: 0-10V DIMMING MISC:	
M	CUSTOM INSTALLATION INTERNAL GLOW FLEXIBLE EXTRUDED LED SIGN LIGHT ASSEMBLY SECURED WITH ALUMINUM CLIPS. WET LOCATION LISTED SEE DETAILS ON SHEET E502	KELVIX SIGNWAVE 3HO SW3 XX 35K HZ X X IP67	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 162LM/FT INPUT POWER: 3.7W/FT VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE MOUNT HORIZONTAL BEND HOUSING: EXTRUDED TRANSLUCENT MATERIAL LENS/REFLECTOR: HORIZONTAL FLEXIBLE DRIVER: 0-10V DIMMING MISC: REMOTE DRIVER / MOUNT IN WEATHERPROOF BOX - COORDINATE LOCATION WITH ARCHITECT	
N	18" DIA. X 5 INCH STEM MOUNT PARKING GARAGE LUMINAIRE WITH UPLIGHT	LITHONIA VCPGX LED VCPGLD V4PI 40K 80CRI T5M UP1	LIGHT SOURCE: LED COLOR TEMP: 4000K CRI: 80+ OUTPUT: 3710LM INPUT POWER: 27W VOLTAGE: UNV	MOUNTING: STEM HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: PRISMATIC ACRYLIC DRIVER: NLIGHT AIR WIRELESS CONTROLS ENABLED MISC: ALUMINUM	
(XX) TO DENOTE FIXTURE LENGTH OR DIAMETER (IN FEET) ON DRAWING					

MECHANICAL EQUIPMENT CONNECTION SCHEDULE														
TAG	DESCRIPTION	VOLTAGE	PHASE	HP	KW	FLA	FEEDER DESCRIPTION	CIRCUIT BREAKER (AMPS/POLES)	PANEL IDENTIFICATION	STARTER DIVISION	DISCONNECT DIVISION	VFD DIVISION	NOTES	
B-1	CONDENSING BOILER 1	120	1		0.5	4.2	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:37	NA	DIV 26	NA		
B-2	CONDENSING BOILER 2	120	1		0.5	4.2	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:39	NA	DIV 26	NA		
BP-1	BOILER 1 PUMP	120	1		0.36	3.0	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:41	NA	DIV 26	NA		
BP-2	BOILER 2 PUMP	120	1		0.36	3.0	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:43	NA	DIV 26	NA		
HWP-1	HEATING WATER PUMP 1	208	3	2.00	7.5		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:7,9,11	NA	DIV 26	NA		
HWP-2	HEATING WATER PUMP 2	208	3	2.00	7.5		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:13,15,17	NA	DIV 26	NA		
HWP-3	HEATING COIL CIRC PUMP	208	3	1.00	4.6		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:19,21,23	NA	DIV 26	NA		
DOAS-1	DOAS AIR HANDLER	208	3		13.2	36.6	(4) 6 AWG CU, (1) 10 AWG GND. IN 1 1/4" C.	45/3	M2A:25,27,29	NA	DIV 23	NA		
	CONVENIENCE RECEPTACLE	120	1		1.5	12.5	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	20/1	M2A:52	NA	DIV 23	NA		
	ELECTRONIC AIR FILTER	120	1		1.5	12.5	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	20/1	M2A:54	NA	DIV 23	NA		
	HEAT TRACE FREEZE PROTECTION	120	1		0.15	1.3	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	M2A:56,58	NA	DIV 23	NA		
CH-1	CHILLER	208	3		47.6	132.0	(4) 2/0 AWG CU, (1) 6 AWG GND. IN 2" C.	175/3	M2A:1,3,5	NA	DIV 26	NA		
	CONVENIENCE RECEPTACLE	120	1		1.5	12.5	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	20/1	M2A:44	NA	DIV 26	NA		
	POWER RELAYS	120	1		1.5	12.5	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	20/1	M2A:46	NA	DIV 26	NA		
	FREEZE PROTECTION	120	1		0.15	1.3	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	M2A:53,55	NA	DIV 26	NA		
DWP-1	DOMESTIC WATER PUMP	120	1		0.1	0.8	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:45	NA	DIV 26	NA		
DBP-1	BOOSTER PUMP	208	3		9	25.0	(3) 6 AWG CU, (1) 10 AWG GND. IN 1" C.	35/3	M2A:31,33,35	NA	DIV 26	NA		
FC-1.1	FAN COIL - DX	208	1	0.33	4.0		(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R1B:35,37	NA	DIV 26	NA		
FC-1.2	FAN COIL - HYDRO	208	1		1.25	6.0	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R1B:36,38	NA	DIV 26	NA		
FC-1.3	FAN COIL - HYDRO	208	1		1.25	6.0	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R1B:39,41	NA	DIV 26	NA		
FC-1.4	FAN COIL - HYDRO	208	1	0.25	3.2		(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R1B:40,42	NA	DIV 26	NA		
FC-2.1	FAN COIL - DX	208	1	0.33	4.0		(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R2B:31,33	NA	DIV 26	NA		
FC-2.2	FAN COIL - HYDRO	208	1		0.83	4.0	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R2B:35,37	NA	DIV 26	NA		
FC-2.3	FAN COIL - HYDRO	208	1		0.83	4.0	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	R2B:39,41	NA	DIV 26	NA		
EF-1	EXHAUST FAN	120	1	0.33	7.2		(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:42	NA	DIV 23	NA		
AC-1	AIR CURTAIN 1	208	1		0.83	4.0	(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	M2A:30,32	NA	DIV 26	NA		
AC-2	AIR CURTAIN 2	208	1		0.83	4.0	(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/2	M2A:38,40	NA	DIV 26	NA		
CWP-1	CHILLED WATER PUMP 1	208	3	2.00	7.5		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:2,4,6	NA	DIV 26	NA		
CWP-2	CHILLED WATER PUMP 2	208	3	2.00	7.5		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:8,10,12	NA	DIV 26	NA		
CWP-3	CHILLED WATER PUMP 3	208	3	2.00	7.5		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:14,16,18	NA	DIV 26	NA		
CWP-4	CHILLED WATER PUMP 4	208	3	2.00	7.5		(3) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/3	M2A:20,22,24	NA	DIV 26	NA		
CU-1	CONDENSING UNIT 1	208	1		3.75	18.0	(10) 10 AWG CU, (1) 10 AWG GND. IN 3/4" C.	20/2	M2A:26,28	NA	DIV 26	NA		
CU-2	CONDENSING UNIT 2	208	1		3.75	18.0	(2) 10 AWG CU, (1) 10 AWG GND. IN 3/4" C.	20/2	M2A:34,36	NA	DIV 26	NA		
DWH-1	DOMESTIC WATER HEATER	120	1		0.2	1.7	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:51	NA	DIV 26	NA		
SP-1	ELEVATOR SUMP PUMP	120	1	0.50	9.8		(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	20/1	M2A:50	NA	DIV 26	NA		
UH-1	UNIT HEATER	120	1		0.02	0.2	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:49	NA	DIV 26	NA		
CA-1	FIRE RISER AIR COMPRESSOR	120	1		0.47	3.9	(2) 12 AWG CU, (1) 12 AWG GND. IN 3/4" C.	15/1	M2A:47	NA	DIV 26	NA		

LUMINAIRE SCHEDULE				
TYPE	DESCRIPTION	BOD MANUFACTURER	LAMP/POWER	ADDITIONAL SPECIFICATIONS AND NOTES
P4	50 X 5 X 3 INCH SURFACE MOUNTED LINEAR DIRECT LED LUMINAIRE	LUMINAIRE LED VPF4 SERIES	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ CRI OUTPUT: 2690LM/FT INPUT POWER: 25W VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: OPAL POLYCARBONATE DRIVER: ELECTRONIC DIMMING DRIVER (0-10V) MISC: WET LOCATION OPTION WHITE
		OR APPROVED		
Q	2.75 X 4 X 72 INCH WALL MOUNTED LINEAR INDIRECT ONLY ASYMMETRIC LED LUMINAIRE	FINELITE HP2 WMI HP2 WMI 72 B/0 835 ASY-R	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80 OUTPUT: 414LM/FT INPUT POWER: 4.6W/FT VOLTAGE: 120V ^{ADO1}	MOUNTING: SURFACE - WALL HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: FROSTED ACRYLIC DRIVER: ELECTRONIC 0-10V DIMMING MISC: WHITE
QA	2.75 X 4 X 72 INCH WALL MOUNTED LINEAR DIRECT/ASYMMETRIC INDIRECT LED LUMINAIRE WITH DUAL CIRCUITS	FINELITE HP2 WMI HP2 WMI 72 B/0 835 ASY-R-F DC	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80 OUTPUT: 414LM/FT INPUT POWER: 4.6W/FT VOLTAGE: 120V ^{ADO1}	MOUNTING: SURFACE - WALL HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: FROSTED ACRYLIC DRIVER: ELECTRONIC 0-10V DIMMING MISC: WHITE
SA	26 X 14 X 2.25 INCH POLE-MOUNTED LED AREA FIXTURE, TYPE I DISTRIBUTION PEDESTRIAN SCALE. FIXTURE MOUNTED TO 12' - 0" ABOVE GRADE.	LITHONIA TYPE DSX0 DSX0 LED P1 35K T1S NLTAIR2 PIRHN	LIGHT SOURCE: LED COLOR TEMP: 4000K CRI: 80+ OUTPUT: 5113 INPUT POWER: 33W VOLTAGE: UNV	MOUNTING: POLE MOUNT HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: SILICONE DRIVER: ELECTRONIC 0-10V DIMMING MISC: WITH INTEGRAL NLIGHT AIR CONTROLS
SG	32 X 14 X 8 INCH POLE-MOUNTED LED AREA FIXTURE, TYPE IV DISTRIBUTION, WITH FIXTURE MOUNTED TO 18'-0" ABOVE GARAGE LEVEL 2.	LITHONIA TYPE DSX1 DSX1 LED P3 35K T4M NLTAIR2 PIRHN	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 13403LM INPUT POWER: 102W VOLTAGE: UNV	MOUNTING: POLE MOUNT HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: SILICONE DRIVER: ELECTRONIC 0-10V DIMMING MISC: WITH INTEGRAL NLIGHT AIR CONTROLS
SG2	32 X 14 X 8 INCH POLE-MOUNTED LED AREA FIXTURE, TYPE IV AND HOUSE SIDE SHIELD DISTRIBUTION, WITH FIXTURE MOUNTED TO 18' - 0" ABOVE GARAGE LEVEL 2.	LITHONIA TYPE DSX1 DSX1 LED P3 35K T4M HS NLTAIR2 PIRHN	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 12565 INPUT POWER: 103W VOLTAGE: UNV	MOUNTING: POLE MOUNT HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: SILICONE DRIVER: ELECTRONIC 0-10V DIMMING MISC: WITH INTEGRAL NLIGHT AIR CONTROLS
SG3	26 X 14 X 2.25 INCHPOLE-MOUNTED LED AREA FIXTURE, TYPE V DISTRIBUTION, WITH FIXTURE MOUNTED TO 12' - 0" ABOVE GARAGE LEVEL 2.	LITHONIA TYPE DSX0 DSX0 LED P1 35K T5M NLTAIR2 PIRHN	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 4510LM INPUT POWER: 38W VOLTAGE: UNV	MOUNTING: POLE MOUNT HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: SILICONE DRIVER: ELECTRONIC 0-10V DIMMING MISC: WITH INTEGRAL NLIGHT AIR CONTROLS
SP	32 X 14 X 8 INCH POLE-MOUNTED LED AREA FIXTURE, TYPE IV DISTRIBUTION, WITH FIXTURE MOUNTED TO 20' - 0" ABOVE GRADE.	LITHONIA TYPE DSX1 DSX1 LED P5 35K T4M NLTAIR2 PIRHN	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 14930 INPUT POWER: 124W VOLTAGE: UNV	MOUNTING: POLE MOUNT HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: SILICONE DRIVER: ELECTRONIC 0-10V DIMMING MISC: WITH INTEGRAL NLIGHT AIR CONTROLS
SR	26 X 14 X 2.25 INCHPOLE-MOUNTED LED AREA FIXTURE, TYPE IV DISTRIBUTION PEDESTRIAN SCALE. FIXTURE MOUNTED TO 12'.	LITHONIA TYPE DSX0 DSX0 LED P2 35K T4M NLTAIR2 PIRHN	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 6272LM INPUT POWER: 45W VOLTAGE: UNV	MOUNTING: POLE MOUNT HOUSING: DIE-CAST ALUMINUM LENS/REFLECTOR: SILICONE DRIVER: ELECTRONIC 0-10V DIMMING MISC: WITH INTEGRAL NLIGHT AIR CONTROLS
T	FLEXIBLE TAPE ASSEMBLY - TAPE TO BE APPLIED TO SIDE SHELF AT CEILING "RIVER", EVENLY OFFSET FROM EDGE OF LOW CEILING. ASSEMBLY LENGTHS AS SHOWN - ASSEMBLY INCLUDES REMOTE DRIVERS AS NEEDED. COORDINATE DRIVER LOCATION WITH ARCH.	KELVIX SIGNWAVE 3HO SW3 XX 35K HZ X X	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 162LM/FT INPUT POWER: 3.7W/FT VOLTAGE: MVOLT (120-277V)	MOUNTING: SURFACE MOUNT HORIZONTAL BEND HOUSING: EXTRUDED TRANSLUCENT MATERIAL LENS/REFLECTOR: HORIZONTALLY FLEXIBLE DRIVER: 0-10V DIMMING MISC: REMOTE DRIVER / INTERIOR, COORDINATE LOCATION WITH ARCHITECT
TC	LED TAPE ASSEMBLY - PRODUCT TO BE APPLIED TO CANOPY PERIMETER. ASSEMBLY LENGTHS AS SHOWN - ASSEMBLY INCLUDES REMOTE DRIVERS AS NEEDED. COORDINATE PIVOT ANGLE AND REMOTE DRIVER LOCATION WITH ARCHITECT	KELVIX LED TAPE ASSEMBLY UNI-WL-O-300-35K - 24V CHANNEL - CH-506-A PIVOT MOUNTING CLIPS	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 300LM/FT INPUT POWER: 2.1W/FT VOLTAGE: UNV	MOUNTING: SURFACE HOUSING: FROSTED ACRYLIC LENS/REFLECTOR: ELECTRONIC 0-10V DIMMING DRIVER: COORDINATE ACCESSIBLE LOCATIONS FOR DRIVERS WITH ARCHITECT
U	4.6 X 1.4 X (XX) FOOT SURFACE MOUNT LED UNDERCAB LUMINAIRE WITH EXTRUDED ALUMINUM HOUSING AND WHITE FROSTED ACRYLIC LENS	PRIMUS - FOCUS 7 FC7 L 35K FO INV W	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 535LM/FT INPUT POWER: 3.5 W/FT VOLTAGE: UNV	MOUNTING: SURFACE HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: FROSTED ACRYLIC - DOWN OPTICS DRIVER: ELECTRONIC 0-10V DIMMING MISC: WHITE
V(XX)	3 X 2 X (XX) FOOT SURFACE MOUNT LED LUMINAIRE WITH EXTRUDED ALUMINUM HOUSING AND WHITE FROSTED DR ACRYLIC LENS	PRIMUS LINEA 2-SQL-LED LN2-SQL L 35K UNV SM SEB	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 487LM/FT INPUT POWER: 3.9 W/FT VOLTAGE: UNV	MOUNTING: SURFACE - WALL HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: FROSTED ACRYLIC DRIVER: ELECTRONIC 0-10V DIMMING MISC: WHITE
W(XX)	3 X 4 INCH RECESSED GRAZING LED LUMINAIRE WITH 4 INCH RECESS IN LENGTHS AS SHOWN ON DRAWINGS COORDINATE INSTALLATION WITH ARCHITECT	FINELITE HP2 PERIMETER SLOT HP2 WS B 835	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80+ OUTPUT: 487LM/FT INPUT POWER: 3.9 W/FT VOLTAGE: UNV	MOUNTING: SURFACE - WALL HOUSING: EXTRUDED ALUMINUM LENS/REFLECTOR: FROSTED ACRYLIC DRIVER: ELECTRONIC 0-10V DIMMING MISC:
WD	EXTERIOR WALL SURFACE MOUNT WEDGE LED LUMINAIRE	LITHONIA WDGE2 SERIES WDGE2LED P2SW 35K VW	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80 OUTPUT: 2087 INPUT POWER: 15W VOLTAGE: UNV	MOUNTING: WALL MOUNT HOUSING: CAST ALUMINUM LENS/REFLECTOR: VISUAL COMFORT WIDE DRIVER: ELECTRONIC 0-10V DIMMING MISC: DARK BRONZE
X	12 X 7 X 4 INCH CAST ALUMINUM SURFACE MOUNT EXIT SIGN WITH GREEN LETTERS, UNIVERSAL MOUNTING KIT	LITHONIA LE SERIES	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: N/A OUTPUT: N/A INPUT POWER: 1W VOLTAGE: UNV	MOUNTING: UNIVERSAL MOUNT HOUSING: CAST ALUMINUM LENS/REFLECTOR: GREEN DRIVER: N/A MISC:
Y	3 X 3 X 48 INCH WALL MOUNTED STAIRWELL LUMINAIRE	LINEA 3 - SQL LN3-SQL M 35K UNV SM SEB W	LIGHT SOURCE: LED COLOR TEMP: 3500K CRI: 80 OUTPUT: 920LM/FT INPUT POWER: 6.5W/FT VOLTAGE: UNV	MOUNTING: WALL MOUNT HOUSING: CAST ALUMINUM LENS/REFLECTOR: FROSTED WIDE DRIVER: 0-10V DIMMING DRIVER MISC:
(XX) TO DENOTE FIXTURE LENGTH OR DIAMETER (IN FEET) ON DRAWING				



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CONSTRUCTION DOCUMENTS - ISSUE FOR BID
RVTD TRANSPORTATION BUILDING
PROJECT #: 2017.01
ROUSE VALLEY

PANEL SCHEDULE												
PANEL: LS			TYPE: BOLT ON		AMPS: 200							
VOLTS: 120/208			PHASE: 3		WIRE: 4							
LOCATION: ELECTRICAL 106			MAIN: MLO		AFC: 32KA							
MOUNTING: SURFACE												
NOTES:												
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD	VA	
							LIGHTING	0	125%	0		
							RECEPTACLES	0	*	0		
							MOTOR LOADS	0	**	0		
							RESISTANCE LOADS	0	100%	0		
							SUBFEED	10508	100%	10508		
							MISC. LOADS	0	100%	0		
							SUBFEED BREAKER	0		0		
							CONNECTED		DEMAND			
							TOTAL VOLT-AMPS		10,508		10,508	
							MAXIMUM PHASE AMPS		30.9		30.9	
BREAKER A		P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...	BREAKER P	A	
100		3	L1A	2243	1	A	2	1460	L2A		3	100
				2025	3	B	4	1151				
				2439	5	C	6	1190				
			SPACE	0	7	A	8	0	SPACE			
			SPACE	0	9	B	10	0	SPACE			
			SPACE	0	11	C	12	0	SPACE			
			SPACE	0	13	A	14	0	SPACE			
			SPACE	0	15	B	16	0	SPACE			
			SPACE	0	17	C	18	0	SPACE			
			SPACE	0	19	A	20	0	SPACE			
			SPACE	0	21	B	22	0	SPACE			
			SPACE	0	23	C	24	0	SPACE			
			SPACE	0	25	A	26	0	SPACE			
			SPACE	0	27	B	28	0	SPACE			
			SPACE	0	29	C	30	0	SPACE			
			SPACE	0	31	A	32	0	SPACE			
			SPACE	0	33	B	34	0	SPACE			
			SPACE	0	35	C	36	0	SPACE			
			SPACE	0	37	A	38	0	SPACE			
			SPACE	0	39	B	40	0	SPACE			
			SPACE	0	41	C	42	0	SPACE			
PHASE TOTALS				CONNECTED VA		3703	B 3176		C 3629		* 10KVA AT 100%, REMAINDER AT 50%	
				DEMAND VA		3703	3176		3629		** 100% PLUS 25% OF THE LARGEST MOTOR	
				CONNECTED AMPS		30.9	26.5		30.2			
				DEMAND AMPS		30.9	26.5		30.2			

PANEL SCHEDULE											
PANEL: STBY			TYPE: BOLT ON		AMPS: 1000						
VOLTS: 120/208			PHASE: 3		WIRE: 4						
LOCATION: ELECTRICAL 106			MAIN: MLO		AFC: 32KA						
MOUNTING: SURFACE											
NOTES:											
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD VA	
							LIGHTING	0	125%	0	
							RECEPTACLES	0	*	0	
							MOTOR LOADS	77598	**	89498	
							RESISTANCE LOADS	0	100%	0	
							SUBFEED	196059	100%	196059	
							MISC. LOADS	0	100%	0	
							SUBFEED BREAKER	0		0	
							CONNECTED		DEMAND		
							TOTAL VOLT-AMPS		273,657		285,557
							MAXIMUM PHASE AMPS		774.8		807.9
BREAKER A	P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...		BREAKER P	A
400	3	M2A	20472	1	A	2	22700	R1C		3	400
			21205	3	B	4	23140				
			19719	5	C	6	19802				
100	3	R2A	5207	7	A	8	6870	R1B		3	100
			4990	9	B	10	6842				
			5003	11	C	12	6467				
100	3	R2B	6211	13	A	14	5371	R1A		3	100
			5820	15	B	16	5116				
			6083	17	C	18	5043				
175	3	CHILLER	15866	19	A	20	0	SPARE		3	100
			15866	21	B	22	0				
			15866	23	C	24	0				
90	3	ELEVATOR	10000	25	A	26	0	SPARE		3	100
			10000	27	B	28	0				
			10000	29	C	30	0				
		SPACE	0	31	A	32	0	SPACE			
		SPACE	0	33	B	34	0	SPACE			
		SPACE	0	35	C	36	0	SPACE			
		SPACE	0	37	A	38	0	SPACE			
		SPACE	0	39	B	40	0	SPACE			
		SPACE	0	41	C	42	0	SPACE			
PHASE TOTALS				A	B	C	* 10KVA AT 100%, REMAINDER AT 50%				
				CONNECTED VA	92696	92979	87982	** 100% PLUS 25% OF THE LARGEST MOTOR			
				DEMAND VA	96663	96946	91948				
				CONNECTED AMPS	772.5	774.8	733.2				
				DEMAND AMPS	805.5	807.9	766.2				

PANEL SCHEDULE											
PANEL: L1A			TYPE: BOLT ON		AMPS: 100						
VOLTS: 120/208			PHASE: 3		WIRE: 4						
LOCATION: ELECTRICAL 106			MAIN: MLO		AFC: 32KA						
MOUNTING: SURFACE											
NOTES:											
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD VA	
							LIGHTING	5325	125%	6656	
							RECEPTACLES	0	*	0	
							MOTOR LOADS	0	**	0	
							RESISTANCE LOADS	0	100%	0	
							SUBFEED	0	100%	0	
							MISC. LOADS	50	100%	50	
							SUBFEED BREAKER	0		0	
							CONNECTED		DEMAND		
							TOTAL VOLT-AMPS		5,375		6,706
							MAXIMUM PHASE AMPS		16.3		20.3
BREAKER					CIR.	CIR.					BREAKER
A	P	DESCRIPTION	WATTS	NO.	PHASE	NO.	WATTS	DESCRIPTION...		P	A
20	1	LTG LOUNGE 114, BREAK 105, LOCKER...	412	1	A	2	755	LTG 101, 102, 104, 106, 107, 108, 109, 110, 112		1	20
20	1	LTG WEST STAIR	193	3	B	4	124	LTG EAST STAIR		1	20
20	1	LTG 128, 126, 125, 124, 123, 117	590	5	C	6	618	LTG 116, 118, 119, 120, 121		1	20
20	1	LTG BREAK 105	489	7	A	8	138	LTG CANOPY & BUILDING MOUNTED		1	20
20	1	LTG EXTERIOR PARKING & DRIVEWAY	541	9	B	10	762	LTG PARKING LV1, PARKING ELEC & TELE		1	20
20	1	LTG EXTERIOR PARKING LV2	703	11	C	12	50	LTG EXIT SIGNS		1	20
20	1	SPARE	0	13	A	14	0	SPARE		1	20
20	1	SPARE	0	15	B	16	0	SPARE		1	20
20	1	SPARE	0	17	C	18	0	SPARE		1	20
20	1	SPARE	0	19	A	20	0	SPARE		1	20
20	1	SPARE	0	21	B	22	0	SPARE		1	20
20	1	SPARE	0	23	C	24	0	SPARE		1	20
20	1	SPARE	0	25	A	26	0	SPARE		1	20
20	1	SPARE	0	27	B	28	0	SPARE		1	20
20	1	SPARE	0	29	C	30	0	SPARE		1	20
20	1	SPARE	0	31	A	32	0	SPARE		1	20
20	1	SPARE	0	33	B	34	0	SPARE		1	20
20	1	SPARE	0	35	C	36	0	SPARE		1	20
20	1	SPARE	0	37	A	38	0	SPARE		1	20
20	1	SPARE	0	39	B	40	0	SPARE		1	20
20	1	SPARE	0	41	C	42	0	SPARE		1	20
PHASE TOTALS			CONNECTED VA	1794	B	1620	C	1961	* 10KVA AT 100%, REMAINDER AT 50%		
			DEMAND VA	2243		2025		2439	** 100% PLUS 25% OF THE LARGEST MOTOR		
			CONNECTED AMPS	15.0		13.5		16.3			
			DEMAND AMPS	18.7		16.9		20.3			

PANEL SCHEDULE										
PANEL: R1A			TYPE: BOLT ON		AMPS: 100					
VOLTS: 120/208			PHASE: 3		WIRE: 4					
LOCATION: ELECTRICAL 106			MAIN: MLO		AFC: 32KA					
MOUNTING: SURFACE										
NOTES:										
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD VA
							LIGHTING	0	125%	0
							RECEPTACLES	20160	*	15080
							MOTOR LOADS	360	**	450
							RESISTANCE LOADS	0	100%	0
							SUBFEED	0	100%	0
							MISC. LOADS	0	100%	0
							SUBFEED BREAKER	0		0
							CONNECTED		DEMAND	
							TOTAL VOLT-AMPS		20,520	
							MAXIMUM PHASE AMPS		59.8	
									15,530	
									44.8	
BREAKER A	P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...	BREAKER P	A
20	1	RECEPT BREAK ROOM 105 MICROWAVE	1200	1	A	2	1200	RECEPT BREAK ROOM 105 MICROWAVE	1	20
20	1	RECEPT BREAK ROOM 105	1600	3	B	4	800	RECEPT BREAK ROOM 105 GRB DP	1	20
20	1	RECEPT BREAK ROOM 105	800	5	C	6	1200	RECEPT BREAK ROOM 105 VENDING	1	20
20	1	RECEPT BREAK ROOM 105	540	7	A	8	1000	RECEPT BREAK ROOM 105 INSTAHOT	1	20
20	1	RECEPT BREAK ROOM 105	1200	9	B	10	720	RECEPT LOBBY 100	1	20
20	1	RECEPT SUPPORT STAFF 128	900	11	C	12	720	RECEPT STORAGE 104, HALL 101, STAIR 1	1	20
20	1	RECEPT OFFICE 108, HALL 109	720	13	A	14	900	RECEPT QUIET ROOM 102	1	20
20	1	RECEPT OFFICE 110, 112	720	15	B	16	720	RECEPT OFFICE 108, STORAGE 107	1	20
20	1	RECEPT OFFICE 110, 112	1080	17	C	18	720	RECEPT OFFICE 110, 112	1	20
20	1	RECEPT LOUNGE 114	720	19	A	20	720	RECEPT LOUNGE 114	1	20
20	1	RECEPT LOUNGE 114	540	21	B	22	540	RECEPT JANITOR 119, TOILET 118, HALL 118	1	20
20	1	FAN COIL CONDENSATE DRAIN PUMPS	360	23	C	24	720	RECEPT LOUNGE 114, LOCKER 115	1	20
20	1	SPARE	0	25	A	26	180	RECEPT IRRIGATION CONTROLLER	1	20
20	1	SPARE	0	27	B	28	0	SPARE	1	20
20	1	SPARE	0	29	C	30	0	SPARE	1	20
20	1	SPARE	0	31	A	32	0	SPARE	1	20
20	1	SPARE	0	33	B	34	0	SPARE	1	20
20	1	SPARE	0	35	C	36	0	SPARE	1	20
20	1	SPARE	0	37	A	38	0	SPARE	1	20
20	1	SPARE	0	39	B	40	0	SPARE	1	20
20	1	SPARE	0	41	C	42	0	SPARE	1	20
PHASE TOTALS			CONNECTED VA	7180	6840	6500	* 10KVA AT 100%, REMAINDER AT 50%			
			DEMAND VA	5371	5116	5043	** 100% PLUS 25% OF THE LARGEST MOTOR			
			CONNECTED AMPS	59.8	57.0	54.2				
			DEMAND AMPS	44.8	42.6	42.0				

PANEL SCHEDULE										
PANEL: R1B			TYPE: BOLT ON		AMPS: 100					
VOLTS: 120/208			PHASE: 3		WIRE: 4					
LOCATION: ELECTRICAL 106			MAIN: MLO		AFC: 32KA					
MOUNTING: SURFACE										
NOTES:										
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD VA
							LIGHTING	0	125%	0
							RECEPTACLES	15220	*	12610
							MOTOR LOADS	0	**	0
							RESISTANCE LOADS	0	100%	0
							SUBFEED	0	100%	0
							MISC. LOADS	8294	100%	8294
							SUBFEED BREAKER	0		0
							CONNECTED		DEMAND	
							TOTAL VOLT-AMPS		23,514	
							MAXIMUM PHASE AMPS		70.6	
									20,904	
									62.7	
BREAKER A	P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...	BREAKER P	A
20	2	RECEPT DATA RACK	500	1	A	2	500	RECEPT DATA RACK	2	20
20	2	RECEPT DATA RACK	500	3	B	4	500	RECEPT DATA RACK	2	20
			500	5	C	6	500			
			500	7	A	8	500			
			1200	9	B	10	1200			
20	1	RECEPT EXERCISE 116	360	11	C	12	1200	RECEPT EXERCISE 116	1	20
20	1	RECEPT EXERCISE 116	1200	13	A	14	720	RECEPT HALL 122, TOILET 120+121, PUMP 129	1	20
20	1	RECEPT EXERCISE 116	360	15	B	16	1450	HAND DRYER TOILET 123	1	20
20	1	RECEPT IDF 125, LOCKER 126	900	17	C	18	360	RECEPT EXERCISE 116	1	20
20	1	RECEPT TOILET 123, MOTHER 124	720	19	A	20	1450	HAND DRYER WOMEN 120	1	20
20	1	HAND DRYER MEN 121	1450	21	B	22	0	SPARE	1	20
20	1	RECEPT MOTHER 124 FRIDGE	1200	23	C	24	1450	HAND DRYER TOILET 118	1	20
20	1	FIRE ALARM PRE-ACTION SYSTEM	150	25	A	26	150	FIRE ALARM CONTROL PANEL	1	20
20	1	SPARE	0	27	B	28	0	SPARE	1	20
20	1	SPARE	0	29	C	30	0	SPARE	1	20
20	1	SPARE	0	31	A	32	0	SPARE	1	20
20	1	SPARE	0	33	B	34	0	SPARE	1	20
15	2	FC-1.1	416	35	C	36	624	FC-1.2	2	15
15	2	FC-1.3	416	37	A	38	624	FC-1.4	2	15
			624	39	B	40	333			
			624	41	C	42	333			
			624	41	C	42	333			
PHASE TOTALS			CONNECTED VA	A	B	C	7430	7617	8467	* 10KVA AT 100%, REMAINDER AT 50%
			DEMAND VA	6729	6646	7529	** 100% PLUS 25% OF THE LARGEST MOTOR			
			CONNECTED AMPS	61.9	63.5	70.6				
			DEMAND AMPS	56.1	55.4	62.7				

PANEL SCHEDULE										
PANEL: R1C			TYPE: BOLT ON		AMPS: 400					
VOLTS: 120/208			PHASE: 3		WIRE: 4					
LOCATION: ELECTRICAL 106			MAIN: MLO		AFC: 32KA					
MOUNTING: SURFACE										
NOTES:										
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD VA
							LIGHTING	0	125%	0
							RECEPTACLES	2000	*	2000
							MOTOR LOADS	5400	**	5850
							RESISTANCE LOADS	0	100%	0
							SUBFEED	0	100%	0
							MISC. LOADS	57792	100%	57792
							SUBFEED BREAKER	0		0
							CONNECTED		DEMAND	
							TOTAL VOLT-AMPS		65,192	
							MAXIMUM PHASE AMPS		191.6	
									192.8	
BREAKER									BREAKER	
A	P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...	P	A
40	2	NORTH LOT EV CHARGER	3338	1	A	2	3338	NORTH LOT EV CHARGER	2	40
			3338	3	B	4	3338			
40	2	NORTH LOT EV CHARGER	3338	5	C	6	3338	NORTH LOT EV CHARGER	2	40
			3338	7	A	8	3338			
40	2	NORTH LOT EV CHARGER	3338	9	B	10	3338	NORTH LOT EV CHARGER	2	40
			3338	11	C	12	3338			
40	2	NORTH LOT EV CHARGER	3338	13	A	14	360	RECEPT TELECOM 002	1	20
			3338	15	B	16	0			
40	2	SPARE	0	17	C	18	0	ELEVATOR EQUIPMENT	1	20
			0	19	A	20	200			
20	3	NORTH LOT GATE	600	21	B	22	0	SPARE	2	40
			600	23	C	24	0			
			600	25	A	26	0			
20	3	MAIN ENTRY GATE	600	27	B	28	0	SPARE	2	40
			600	29	C	30	0			
			600	31	A	32	0			
20	3	PARKING STRUCTURE RAMP GATE	600	33	B	34	0	SPARE	2	40
			600	35	C	36	0			
			600	37	A	38	3500			
20	1	TELECOM 002 DATA RACK	1000	39	B	40	3500	GENERATOR POWER	3	50
20	1	TELECOM 002 DATA RACK	1000	41	C	42	3500			
PHASE TOTALS			CONNECTED VA	22550	B	22990	C	19652		
			DEMAND VA	22700		23140		19802		
			CONNECTED AMPS	187.9		191.6		163.8		
			DEMAND AMPS	189.2		192.8		165.0		
* 10KVA AT 100%, REMAINDER AT 50% ** 100% PLUS 25% OF THE LARGEST MOTOR										

PANEL SCHEDULE										
PANEL: R2A			TYPE: BOLT ON		AMPS: 100					
VOLTS: 120/208			PHASE: 3		WIRE: 4					
LOCATION: HALL 201			MAIN: MLO		AFC: 32KA					
MOUNTING: RECESSED										
NOTES:										
							LOAD CLASS	CONN. VA	DEMAND FACTOR	DEMAND LOAD VA
							LIGHTING	0	125%	0
							RECEPTACLES	14940	*	12470
							MOTOR LOADS	0	**	0
							RESISTANCE LOADS	2730	100%	2730
							SUBFEED	0	100%	0
							MISC. LOADS	0	100%	0
							SUBFEED BREAKER	0		0
							CONNECTED		DEMAND	
							TOTAL VOLT-AMPS		17,670 15,200	
							MAXIMUM PHASE AMPS		50.5 43.4	
BREAKER										BREAKER
A	P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...		A
20	1	RECEPT EXECUTIVE OFFICE 213, 212	900	1	A	2	900	RECEPT HALL 201, 209, 217		1 20
20	1	RECEPT IT 202, EXEC 208	720	3	B	4	750	RECEPT KITCHENETTE 206		1 20
20	1	RECEPT KITCHENETTE 206	800	5	C	6	1080	RECEPT EXEC 212		1 20
20	1	RECEPT KITCHENETTE 206	1200	7	A	8	900	RECEPT EXEC 213		1 20
20	1	RECEPT KITCHENETTE 206	1000	9	B	10	1200	RECEPT KITCHENETTE 206		1 20
20	1	RECEPT KITCHENETTE 206	1380	11	C	12	360	RECEPT KITCHENETTE 206		1 20
20	1	RECEPT IT 202	540	13	A	14	720	RECEPT CONF 205		1 20
20	1	RECEPT CONF 205	540	15	B	16	720	RECEPT CONF 205		1 20
20	1	RECEPT CONF 205	540	17	C	18	720	RECEPT OPEN OFFICE 214		1 20
20	1	RECEPT EXEC 210	900	19	A	20	0	SPARE		1 20
20	1	RECEPT EXEC 208	900	21	B	22	0	SPARE		1 20
20	1	RECEPT OPEN OFFICE 214	900	23	C	24	0	SPARE		1 20
20	1	SPARE	0	25	A	26	0	SPARE		1 20
20	1	SPARE	0	27	B	28	0	SPARE		1 20
20	1	SPARE	0	29	C	30	0	SPARE		1 20
20	1	SPARE	0	31	A	32	0	SPARE		1 20
20	1	SPARE	0	33	B	34	0	SPARE		1 20
20	1	SPARE	0	35	C	36	0	SPARE		1 20
20	1	SPARE	0	37	A	38	0	SPARE		1 20
20	1	SPARE	0	39	B	40	0	SPARE		1 20
20	1	SPARE	0	41	C	42	0	SPARE		1 20
PHASE TOTALS				CONNECTED VA	6060	5830	5780	* 10KVA AT 100%, REMAINDER AT 50%		
				DEMAND VA	5207	4990	5003	** 100% PLUS 25% OF THE LARGEST MOTOR		
				CONNECTED AMPS	50.5	48.6	48.2			
				DEMAND AMPS	43.4	41.6	41.7			

PANEL SCHEDULE										
PANEL: R2B			TYPE: BOLT ON		AMPS: 100					
VOLTS: 120/208			PHASE: 3		WIRE: 4					
LOCATION: HALL 222			MAIN: MLO		AFC: 32KA					
MOUNTING: RECESSED										
NOTES:										
							LOAD CLASS	CONNECTED VA	DEMAND FACTOR	DEMAND LOAD VA
							LIGHTING	0	125%	0
							RECEPTACLES	11300	*	10650
							MOTOR LOADS	540	**	675
							RESISTANCE LOADS	0	100%	0
							SUBFEED	0	100%	0
							MISC. LOADS	6788	100%	6788
							SUBFEED BREAKER	0		0
							CONNECTED		DEMAND	
							TOTAL VOLT-AMPS		18,628	
							MAXIMUM PHASE AMPS		53.4	
									51.8	
BREAKER A	P	DESCRIPTION	WATTS	CIR. NO.	PHASE	CIR. NO.	WATTS	DESCRIPTI...	BREAKER P A	
20	2	RECEPT SERVER 225 DATA RACK	500	1	A	2	500	RECEPT SERVER 225 DATA RACK	2 20	
			500	3	B	4	500			
20	2	RECEPT SERVER 225 DATA RACK	500	5	C	6	500	RECEPT SERVER 225 DATA RACK	2 20	
			500	7	A	8	500			
20	1	MOTOR FAN COIL CONDENSATE PUMPS	540	9	B	10	1200	RECEPT TRAINING 216	1 20	
20	1	RECEPT TOILET 223, 224, HALL 201	540	11	C	12	720	RECEPT COPY 226 COPIER	1 20	
20	1	RECEPT MECH 227 BAS PANEL	180	13	A	14	360	RECEPT STORAGE 216C, OFFICE 218	1 20	
20	1	RECEPT SERVER 225	540	15	B	16	540	RECEPT OFFICE 218	1 20	
20	1	RECEPT TRAINING 216	540	17	C	18	540	RECEPT MECH 227	1 20	
20	1	RECEPT TRAINING 216	720	19	A	20	720	RECEPT COPY 226, WEST STAIR S1	1 20	
20	1	RECEPT TRAINING 216, EAST STAIR S2	540	21	B	22	540	RECEPT ROOFTOP	1 20	
20	1	RECEPT TRAINING 216	360	23	C	24	360	RECEPT TRAINING 216	1 20	
20	1	HAND DRYER RR 224	1450	25	A	26	0	SPARE	1 20	
20	1	SPARE	0	27	B	28	0	SPARE	1 20	
20	1	HAND DRYER RR 223	1450	29	C	30	0	SPARE	1 20	
15	2	FC-2.1	562	31	A	32	0	SPARE	1 20	
			562	33	B	34	0	SPARE	1 20	
15	2	FC-2.2	416	35	C	36	0	SPARE	1 20	
			416	37	A	38	0	SPARE	1 20	
15	2	FC-2.3	416	39	B	40	0	SPARE	1 20	
			416	41	C	42	0	SPARE	1 20	
PHASE TOTALS			CONNECTED VA	6408	5878	6342	* 10KVA AT 100%, REMAINDER AT 50%			
			DEMAND VA	6211	5820	6083	** 100% PLUS 25% OF THE LARGEST MOTOR			
			CONNECTED AMPS	53.4	49.0	52.9				
			DEMAND AMPS	51.8	48.5	50.7				

PANEL SCHEDULE									
PANEL: M2A									
VOLTS: 120/208			TYPE:	BOLT ON	AMPS:	400			
LOCATION: MECHANICAL 227			PHASE:	3	WIRE:	4			
MOUNTING: SURFACE			MAIN:	MLO	AFC:	32KA			
NOTES: PROVIDE GFCI PROTECTED BREAKERS FOR HEAT TRACE CIRCUITS									

ELECTRICAL LOAD SUMMARY			
CALCULATED LOAD			
LIGHTING	10.5	KVA	
RECEPTACLES	52.8	KVA	
MOTOR LOADS	154.6	KVA	
RESISTIVE LOADS	3.7	KVA	
MISC. LOADS	78.4	KVA	
TOTAL	300.0	KVA	
TOTAL CONNECTED LOAD			
	300.0	KVA	
SYSTEM ANTICIPATED AMPERES			
AT VOLTAGE: 120/208 3 -PHASE	833	AMPS	

REFERENCE NOTES:

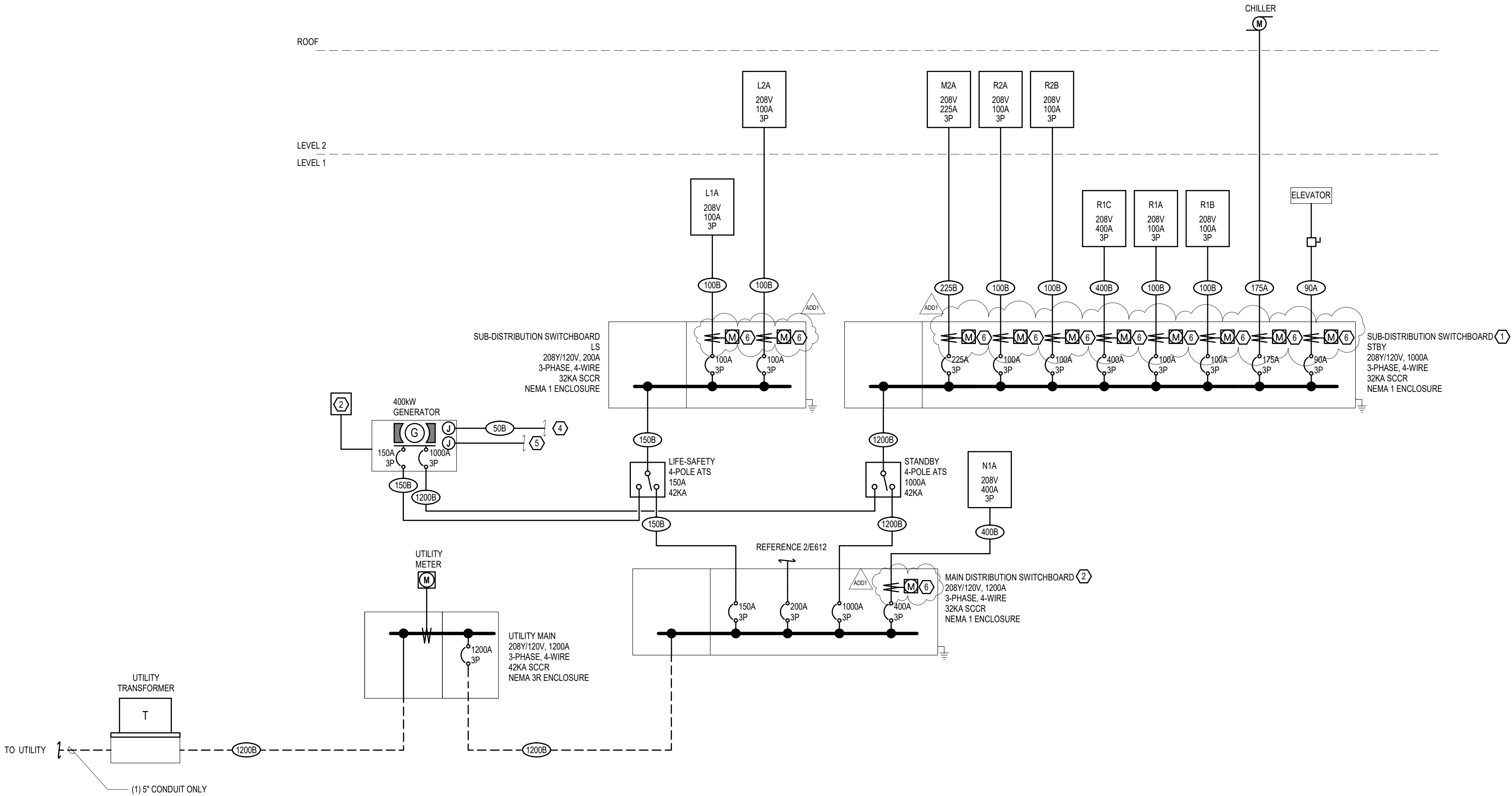
- 1
- PROVIDE (2) SPARE 100/3 BREAKERS AND SPACE FOR (2) FUTURE 100/3 BREAKERS.
- 2
- PROVIDE (1) SPARE 225/3 BREAKER AND SPACE FOR (2) FUTURE 225/3 BREAKERS.
- 3
- REMOTE GENERATOR ANNUNCIATOR PANELS TO BE INSTALLED IN MAIN ELECTRICAL ROOM. PROVIDE 1" CONDUIT, CONTROL CONDUCTORS AS CONNECTIONS AS REQUIRED BY MANUFACTURER.
- 4
- GENERATOR AUXILIARY CIRCUIT PANEL FEEDER. CONNET TO PANEL R1C: 38,40,42.
- 5
- PROVIDE (1)" CONDUIT, CONDUCTORS AND CONNECTIONS FROM GENERATOR TO EACH ATS FOR GENERATOR AUTOMATIC START/STOP CIRCUIT.
- 6
- PROVIDE ELECTRONIC SUBMETER TO CONFORM WITH REQUIREMENTS OF ASHRAE 90.1-2019 8.4.3.1.

B

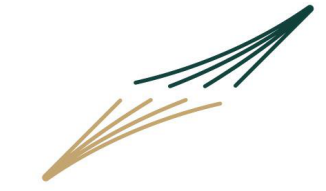
B

FEEDER SCHEDULE COPPER, 3-PHASE, 3-WIRE PLUS GROUND				
FEEDER TAG	NOMINAL RATING (A)	CONDUIT (NOMINAL DIAMETER INCHES)	PHASE CONDUCTORS (AWG OR KCMIL)	GROUND CONDUCTOR (AWG OR KCMIL)
20A	20	0.75	(3) 12	12
25A	25	0.75	(3) 10	10
30A	30	0.75	(3) 10	10
35A	35	1	(3) 8	10
40A	40	1	(3) 8	10
50A	50	1	(3) 6	10
60A	60	1	(3) 6	10
70A	70	1	(3) 4	8
80A	80	1.25	(3) 3	8
90A	90	1.25	(3) 3	8
100A	100	1.25	(3) 3	8
110A	110	1.5	(3) 2	8
125A	125	1.5	(3) 1	6
150A	150	1.5	(3) 1/0	6
175A	175	2	(3) 2/0	6
200A	200	2	(3) 3/0	6
225A	225	2	(3) 4/0	4
250A	250	2.5	(3) 250	4
300A	300	3	(3) 350	4
350A	350	3	(3) 400	3
400A	400	(2) 2.5	(6) 3/0	(2) 3
450A	450	(2) 2.5	(6) 4/0	(2) 2
500A	500	(2) 3	(6) 250	(2) 2
600A	600	(2) 3	(6) 350	(2) 1
800A	800	(3) 3	(9) 300	(3) 1/0
1000A	1000	(3) 3.5	(9) 400	(3) 2/0
1200A	1200	(4) 3	(12) 350	(4) 3/0
1600A	1600	(5) 3.5	(15) 400	(5) 4/0
2000A	2000	(6) 3.5	(18) 400	(6) 250
2500A	2500	(7) 3.5	(21) 500	(7) 350
3000A	3000	(8) 3.5	(24) 500	(8) 400

FEEDER SCHEDULE COPPER, 3-PHASE, 4-WIRE PLUS GROUND				
FEEDER TAG	NOMINAL RATING (A)	CONDUIT (NOMINAL DIAMETER....	PHASE & NEUTRAL CONDUCTORS...	GROUND CONDUCTOR (AWG OR KCMIL)
20B	20	0.75	(4) 12	12
25B	25	0.75	(4) 10	10
30B	30	0.75	(4) 10	10
35B	35	1	(4) 8	10
40B	40	1	(4) 8	10
50B	50	1.25	(4) 6	8
60B	60	1.25	(4) 6	8
70B	70	1.25	(4) 4	8
80B	80	1.25	(4) 3	8
90B	90	1.5	(4) 3	8
100B	100	1.5	(4) 3	8
110B	110	1.5	(4) 2	6
125B	125	1.5	(4) 1	6
150B	150	2	(4) 1/0	6
175B	175	2	(4) 2/0	6
200B	200	2.5	(4) 3/0	6
225B	225	2.5	(4) 4/0	4
250B	250	3	(4) 250	4
300B	300	3.5	(4) 350	2
350B	350	3.5	(4) 500	1
400B	400	(2) 2.5	(8) 3/0	(2) 2
450B	450	(2) 2.5	(8) 4/0	(2) 2
500B	500	(2) 3	(8) 250	(2) 1
600B	600	(2) 3.5	(8) 350	(2) 1
800B	800	(3) 3.5	(12) 300	(3) 1/0
1000B	1000	(3) 4	(12) 500	(3) 2/0
1200B	1200	(4) 4	(16) 400	(4) 3/0
1600B	1600	(5) 4	(20) 500	(5) 4/0
2000B	2000	(6) 4	(24) 500	(6) 250
2500B	2500	(8) 4	(32) 500	(8) 350
3000B	3000	(9) 4	(36) 500	(9) 400



1 POWER ONE-LINE DIAGRAM
NOT TO SCALE



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541.342.7210
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SWE Proj. #: Y008.02

CONSTRUCTION DOCUMENTS - ISSUE FOR BID
RVTD TRANSPORTATION BUILDING
PROJECT #: 2017.01

ROUSE VALLEY TRANSIT DISTRICT
3200 COMMERCE AVENUE
MEDFORD OREGON 97504

SHEET TITLE:
ONE-LINE DIAGRAM

REVISIONS:
DATE
ADD1 06.01.2023

ISSUE DATE: 05.15.2023

E611