

# Project Manual

## Bend-La Pine Schools W.E. Miller School Existing Fire Alarm Replacement

501 NW Bond St.  
Bend, OR 97703

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This Project Manual has been organized under the format of the Construction Specifications Institute (CSI). Section numbers are listed merely for identification, and they may not be consecutive. The Contractor shall check the contents of this Manual against the Table of Contents to assure that this volume is complete. The accompanying AS Built Drawings, Points List, Inspection Results, and Engineer Specification are for informational purposes only. All existing conditions are to be field verified by request of contractor.

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1.1 SUBMISSION OF BIDS AND BID OPENING:

- A. In accordance with ORS 279C.365, bids will be received by Angus Eastwood, Facilities Development Supervisor, Administrative School District #1 for the W.E. Miller School Existing Fire Alarm Replacement, and will be opened and read aloud at the times and places set forth in the Advertisement for Bids. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. The envelope containing the Bid form and required attachments must be sealed and addressed to Administrative School District #1, Bend-La Pine Schools, Deschutes County, Oregon, 520 NW Wall Street, Bend, Oregon 97703, and marked on the outside: "W.E. Miller School Existing Fire Alarm Replacement", with name of the Bidder and its Oregon State Construction Contractor's Board Registration Number. A similar, separate envelope shall be used to submit the First-Tier Subcontractor Disclosure Statement at the time and location identified in the Advertisement for Bids.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

1.2 BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, First Tier Subcontractor Disclosure Statement, the Bid Bond, Affidavit of Non-Collusion, the Statement of Qualifications, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the Contract.
- B. Bidders may obtain complete sets of the Bidding Documents as designated in the Advertisement for Bids. Bidders are responsible for all costs of reproduction.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the District or the Architect shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The District, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant authority for any other use.

1.3 DEFINITIONS:

- A. THE BID:  
A Bid is a complete and properly signed offer to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- B. BASE BID:  
The Base Bid is the sum stated in the Bid for which the Bidder offers to perform all the Work shown and described in the Bidding Documents as a lump sum bid, to which Work may be added or deducted for the sums stated in Alternate Bids, if any.
- C. ALTERNATES:  
An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the District. Any or all Alternates may be accepted or rejected in any order.

1.4 QUALIFICATIONS OF BIDDERS:

- A. Before the Bid is considered for award, the District shall review the bidder qualification form submitted with Bidder's Bid. Bidder qualifications to be listed upon the qualification form will include as a minimum, a listing of Bidder's previous contracts of a nature similar with technical complexity, operations and size to that being bid upon; a listing of Bidder's staff to include managerial, technical, and laboring positions; summary of Bidder's plan for completion of the Work and equipment available

for use in the execution of the Contract; and the listing of the projects to which Bidder is currently obligated or anticipates being obligated during this Work. The District reserves the right to request the Bidder submit the following additional information within seventy-two (72) hours after Bid opening: (1) references, to include a listing of previous and current projects, (2) financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a Certified Public Accountant licensed to do business in the State of Oregon, and (3) Contractor's Drug Testing policy in accordance with ORS 279C.505(2). The District reserves the right to reject the Bid of any Bidder who fails to furnish promptly and properly all the information called for as aforesaid when notified to do so.

- B. Pursuant to ORS 279C.440, a Bidder may be disqualified from consideration for award of District contracts if any of the following conditions appear:
1. Bidder has been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
  2. Bidder has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects the Bidder's responsibility as a contractor.
  3. Bidder has been convicted under state or federal antitrust statutes.
  4. Bidder has committed a violation of a contract provision that is regarded by the District or the Construction Contractors Board to be so serious as to justify disqualification. A violation may include but is not limited to a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a failure to perform or an unsatisfactory performance caused by acts beyond the control of the Bidder may not be considered to be a basis for disqualification.
  5. Bidder does not carry workers' compensation or unemployment insurance as required by statute.
- C. Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that Bidder has made a material misrepresentation, District shall have the right to terminate the Contract for Contractor's breach, and District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.
- D. The District shall issue a written decision to disqualify a Bidder under ORS 279C.440. Such decision will identify the reasons why the Bidder is disqualified. The Bidder may appeal its disqualification pursuant to ORS 279C.445.

1.5 BIDDER'S REPRESENTATIONS: Each Bidder by submitting its Bid represents that:

- A. Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents.
- B. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed in accordance with Paragraph 12 herein, and has correlated its observations with the requirements of the proposed Contract Documents.
- C. Its Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- D. Bidder has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, physical plant, management, superintendence, equipment and materials which will assure effective and efficient good-faith performance in full compliance with the Contract Documents and with any and all schedules and completion dates required by the District.
- E. The Bidder acknowledges and represents that it has made allowances for normal inclement weather indigenous to the Project Site, in its estimating, planning and scheduling of the Work.

- F. The Bidder further acknowledges that the Contract Documents are, in its opinion, appropriate and adequate for completing this project and for the construction of sound and suitable work.
- G. The Bidder hereby certifies that the Work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

1.6 PREPARATION AND SUBMITTAL OF BID FORM:

- A. Bids shall be submitted utilizing the Bid Form provided with the Bidding Documents, and shall be complete in every respect. The total Bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price of lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of an amount that appears on the face of the bid to have involved an erasure, deletion, whiteout, substitution and/or other such change or alteration shall be initialed by the person signing the bid and show the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the Bid.
- B. For lump sum Bids, in the event of a discrepancy between the Bid amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral, email, facsimile or telephonic bids or modifications will be considered.
- D. Bids shall be delivered to the District on or before the day and hour set for the receipt of bids, enclosed in a sealed, opaque envelope and bearing the title of the work, name of the Bidder and Bidder's CCB Registration Number.

1.7 BID SECURITY:

- A. Each Bid must be accompanied by bid security in the form of: (1) an irrevocable letter of credit; or (2) a cashier's check or a Certified Check of the Bidder, made payable to the District; or (3) a surety bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond. Bid security shall be in the amount of ten percent (10%) of the Base Bid plus any positive alternate amounts. Any Bid Bond shall be issued by a Surety company licensed to conduct business in the State of Oregon and be acceptable to the District. The Surety signing the Bid Bond shall be registered with the Oregon State Insurance Commissioner, and the Surety's name shall appear in the current Authorized Insurance Company list in the State of Oregon published by the office of the Insurance Commissioner. Each Surety's name must also appear on the United States Treasury Department's list of authorized sureties, circular 570, as amended.
- B. The Bid security is given as a guarantee that the Bidder will enter into a Contract if awarded the Work and, in the case of refusal or failure to so enter into said Contract, the security shall be declared forfeited to the District, in accordance with ORS 279C.385. Such security shall be returned to all but the three (3) lowest Bidders within seven (7) days after the opening of the Bids and the remaining securities will be returned within forty-eight (48) hours after the District and the successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of its Bid, within thirty (30) days of the Bid opening, the Bidder may withdraw its Bid and request the return of its Bid security. If, at the District's request, the Bidder agrees to extend and maintain its' Bid beyond the specified thirty (30) days, its Bid security will not be returned until after the District and the Successful Bidder have executed the Contract.

1.8 INSURANCE BINDER:

- A. Each Bid shall be accompanied by a letter or form from the Bidder's insurance company stating that upon award of the Contract the types and amount of insurance required elsewhere in these specifications will immediately become effective.

1.9 UNIT PRICES:

- A. The Bidder shall include in the spaces provided on the Bid Form a Bid for each unit price.

- B. The District may accept or reject any or all of these unit prices and include them in the Contract. The District is not obligated to use these unit prices and may require the Contractor to provide a complete breakdown of costs listed therein.

1.10 STATEMENT OF QUALIFICATIONS:

Each bid shall be accompanied by a Statement of Qualification completed on the form included herein or on a similar form, which materially includes the information requested.

1.11 LIQUIDATED DAMAGES (Forfeiture of Security Deposit):

The successful Bidder, upon its failure or refusal to execute the Contract within ten (10) days after it has received a Notice of Intent to Award, shall forfeit to the District the security deposited with its Bid, as liquidated damages for such failure or refusal.

1.12 SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each Bidder must acquaint itself thoroughly as to the character and nature of the Work to be done and the conditions under which the work will be performed. Each Bidder furthermore must make a careful examination of the site of the Work and inform itself fully as to the difficulties to be encountered in the performance of the Work, the facilities for delivering, storing and placing materials and equipment, existing and available services and utilities, environmental and access constraints, permit requirements and other conditions relating to construction and labor.
- B. The Successful Bidder, subject to Paragraph 12.6 of the General Conditions, Section 00 7000, entitled "Differing Site Conditions", assumes all risk as to the nature and behavior of the soil or subsurface conditions which underlie the Work or is adjacent thereto, or difficulties that may be due to any unfavorable conditions that may be encountered in the Work, whether apparent on surface inspection or disclosed after construction begins.
- C. No plea of ignorance of conditions that exist or may hereafter exist on the site of the Work, or difficulties that may be encountered in the execution of the Work, as a result of failures to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever.
- D. Insofar as possible, the Successful Bidder, in carrying out its work, must employ such methods or means as will not cause interruption of or interference with the Work of the District or any separate Contractor.
- E. The Contract includes excavation on an unclassified basis. The cost of all excavation and backfill required under this Contract is a part of the Base Bid. No distinction will be made insofar as payment is concerned between earth and rock.
- F. ☐ If box is checked, either Bidder or a subcontractor must be licensed under ORS 468A.720 regarding asbestos abatement.

1.13 BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-Bidders shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other Contract Documents will be made to any Bidder orally.
- B. Every request for such technical and design interpretation shall be in writing addressed to Daniel Bogaert, BLPS Project Manager. To be given consideration the request must be received by the Architect at least seven (7) calendar days prior to the date fixed for the opening of the Bids.
- C. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Bidding Documents which, if issued, will be mailed or transmitted via email to all prospective Bidders (to the respective addresses and email addresses furnished for such purposes) not later than seventy-two (72) hours prior to the date and time fixed for the opening of the Bids.

(Each Bidder wishing to receive notice of addenda shall register as a prime bidder with Central Oregon Builders Association (COBA) 1051 NE 4<sup>th</sup> Street, Bend, Oregon 97703. The District will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under its Bid as submitted. All addenda so issued shall become a part of the Contract Documents.

- D. If the Bidder (or any person bidding to Bidder and/or subsequently in contract with the Bidder, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bidding or Contract Documents, said Bidder (or sub-bidder) has an obligation to seek a clarification thereof from the District prior to the Bid. The District will welcome such a clarification request, and, if deemed necessary by the District, the District will issue a written addendum clarifying the matter in question. Change orders presented at the initial meeting between the District and the Contractor will be presumed to have been the proper subject of a clarification and will be disallowed.
- E. Each Bidder shall ascertain prior to submitting its Bid that it has received all Addenda issued and shall acknowledge receipt and inclusion in its Proposal of all Addenda.

1.14 PROTEST PROCESS:

- A. A Bidder may protest the Specifications or Contract terms and conditions by delivering a written protest on those matters to the District not less than ten (10) days prior to the date fixed for the opening of the Bids. All protests of Specifications or Contract terms and conditions must be in writing, and must comply with OAR 137-049-0260(3).
- B. A Bidder may submit to the District a written protest of the District's intent to award the Contract within seven (7) days after the District's issuance of the notice of intent to award the Contract. A Bidder may submit a protest of the award only as allowed by, and only in compliance with, OAR 137-049-0450(4).

1.15 SECURITY FOR FAITHFUL PERFORMANCE:

The Successful Bidder shall furnish a Performance Bond and Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract sum, as security for the faithful performance of this Contract and also as security for the payment of all persons performing labor and furnishing materials under this Contract. The Performance and Payment Bonds shall be acceptable to the District, in accordance with State law and shall be delivered to the District not later than the date of execution of the Contract. The Surety signing the Bidder's Bond shall be registered with the Oregon State Insurance Commissioner, and the Surety's name shall appear in the current Authorized Insurance Company list in the State of Oregon published by the office of the Insurance Commissioner. Each Surety's name must also appear on the United States Treasury Department's list of authorized sureties, circular 570, as amended. No Work shall commence at the project site until approved Bonds are received by the District. Both bonds shall be in compliance with ORS Sections 279C.375, 279C.625 and 701.430.

1.16 TIME FOR COMPLETION:

The time for completion of this Contract shall be as listed in the Bid Form, Specification Section 00 4100 noted as "Milestone Dates List" for Substantial Completion, and as fixed in the Owner-Contractor Agreement.

1.17 LOCATION OF THE WORK:

The site of the proposed work is on District owned property, public streets, easements and/or other right-of-ways, as shown on the drawings.

1.18 LIABILITY INSURANCE AND WORKER'S COMPENSATION:

The Successful Bidder will be required to carry public liability and worker's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions. No Work shall commence at the project site until approved Certificates are received by the District.

1.19 BIDDERS REFERRED TO LAWS:

- A. The attention of the Bidders is called to the provisions of all Local, State and Federal laws, regulations, ordinances and resolutions applicable to the work, as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, preserving safety or affecting the Bidder, or its employees or its work hereunder in its relation to the District or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions applicable to the Work or controlling or limiting Contractors while engaged in the execution of the Work under this Contract.
- B. The provisions of this Contract shall be interpreted in accordance with the laws of the State of Oregon and in accordance with the laws, ordinances, regulations, permits and resolutions of the City of Bend and Deschutes County.
- C. The District will not receive or consider a Bid for a Public Improvement Contract unless the Bidder is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, as specified in OAR 137-049-0230, as applicable.

1.20 TAXES:

Contractor shall include in its Bid and pay for all applicable taxes. Refer to General Conditions regarding further discussion.

1.21 RIGHT TO REJECT BIDS:

The District may reject any Bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause all Bids after finding that doing so is in the public interest. The District reserves the right to cancel the solicitation at any time in its sole discretion and to waive minor informalities and irregularities, in accordance with applicable law, when it deems necessary or advisable, in its sole discretion.

1.22 MODIFICATION OR WITHDRAWAL OF BID:

- A. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder, and must be received by the District on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- B. Withdrawn Bids may be resubmitted up to the time designated for the receipt of the Bids provided that they are then fully in conformance with the Instructions to Bidders.
- C. After Bid opening, the District may permit a Bidder to withdraw its Bid, based on one or more clerical errors in the Bid, only if the Bid shows with objective proof and by clear and convincing evidence:
  - 1. The nature of the error;
  - 2. That the error is not a minor informality under this subsection or an error in judgment;
  - 3. That the error cannot be corrected or waived under DJ-AR 49-0350;
  - 4. That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
  - 5. That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
  - 6. That the Bidder will suffer substantial detriment if the Contracting Agency does not grant the Bidder permission to withdraw the Bid;
  - 7. That the Contracting Agency's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the Contracting Agency or the public it represents; and
  - 8. That the Bidder promptly gave notice of the claimed error to the Contracting Agency.
- D. Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.
- E. A decision denying withdrawal of Bid pursuant to Article 21.A herein shall be final and conclusive unless the Bidder appeals the decision within ten (10) days after receipt of the decision.



- F. If, upon appeal, it is determined that the decision refusing withdrawal of the Bid was arbitrary or capricious, the sole relief shall be withdrawal of the Bid and return of the Bid security.

1.23 DISCLOSURE AND SUBSTITUTION OF FIRST-TIER SUBCONTRACTORS

- A. Within two (2) working hours after the date and time of the deadline when the bids are due to the public contracting agency, for any Public Improvement project exceeding \$100,000, all Bidders shall submit to the Agency a disclosure form, included in the Bid Form (Section 00 4100), identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor and/or materials on the contract, if awarded, whose subcontract value would be equal to or greater than:
  - 1. Five percent (5%) of the total Contract Price, but at least \$15,000; or
  - 2. \$350,000, regardless of the percentage of the total Contract Price.
- B. Bidders are required to disclose the following information about each required first-tier subcontractor:
  - 1. The subcontractor's name and address,
  - 2. The category of Work that the subcontractor would be performing,
  - 3. The subcontractor's Construction Contractor Board (CCB) registration number, if one is required, and
  - 4. The subcontract dollar value.
- C. The District must reject a bid if the Bidder fails to submit the disclosure form with this information by the stated deadline. (DJ-AR 49-0360) If there are no subcontractors or suppliers required to be disclosed, Bidder must provide the required disclosure form, noting on the completed form "None". Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract Award. A First Tier Subcontractor Disclosure Form which has no subcontractors or suppliers and is completed with the word "None" must be submitted separately and be properly marked in the same manner as any other first-tier subcontractor disclosure form.
- D. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

1.24 DETAILED BID BREAKDOWN:

- A. Upon notification from the District to the Bidder that it has submitted the apparent lowest responsive Bid, the Bidder shall, within twenty-four (24) hours, provide a detailed breakdown of its Bid in a form acceptable to the District.
- B. The breakdown may be used by the District to verify accounting requirements, and to determine whether the Bidder has grossly misjudged the requirements of any area.
- C. The Bidder's failure to provide the requested detailed breakdown in the specified time may result in rejection of the Bid Proposal in the sole discretion of the District.

1.25 AWARD OF CONTRACT:

If the District determines that a contract is to be awarded, it will award the contract to the lowest responsive and responsible Bidder. The "lowest responsible bidder" will be the lowest bidder who has substantially complied with all bidding requirements and procedures and who has not been disqualified by the District under ORS 279C.440. In determining the lowest responsible bidder, the District shall add a percentage increase of the bid of nonresident bidder as required by ORS 279A.120. In the event that all Bids exceed the District's cost estimate, the District may negotiate with the lowest responsive and responsible Bidder in accordance with ORS 279C.340 to solicit value engineering and other options to attempt to bring the contract within the contracting agency's cost estimate.

- A. The Lowest Bidder is determined by the aggregate amount of the Base Bid, plus any Alternates selected by the District.
- B. A Responsive Bidder shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.

- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the District must determine that the Bidder:
1. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
  2. Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. A Contracting Agency should carefully scrutinize a Bidder's record of contract performance if the Bidder is or recently has been materially deficient in contract performance. In reviewing the Bidder's performance, the Contracting Agency should determine whether the Bidder's deficient performance was expressly excused under the terms of contract, or whether the Bidder took appropriate corrective action. The Contracting Agency may review the Bidder's performance on both private and Public Contracts in determining the Bidder's record of contract performance. The Contracting Agency shall make its basis for determining that a Bidder is not responsible under this paragraph part of the Solicitation file;
  3. Has a satisfactory record of integrity. A Bidder may lack integrity if a Contracting Agency determines the Bidder demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. A Contracting Agency may find a Bidder not Responsible based on the lack of integrity of any Person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidder's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under DJ-AR 49-0370 may be used to determine a Bidder's integrity. A Contracting Agency may find a Bidder non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract. The Contracting Agency shall make its basis for determining that a Bidder is not responsible under this paragraph part of the Solicitation file;
  4. Is legally qualified to contract with the Contracting Agency; and
  5. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the Contracting Agency concerning responsibility, the Contracting Agency shall base the determination of responsibility upon any available information, or may find the Bidder not responsible.
- D. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
- E. The District reserves the right to defer award of this Contract for a period of thirty (30) days after the due date of the Bids. During this period of time, the Bidder shall guarantee the prices quoted in its Bid.
- 1.26 SUBCONTRACTORS:
- A. All Subcontractors proposed for the Work must be acceptable to the District.
  - B. The District reserves the right to request the proposed Subcontractors to complete qualification forms and/or current financial statements prepared by a Certified Public Accountant. These forms will be similar to those required of a Bidder under the Instructions to Bidders.
- 1.27 MINIMUM WAGE RATES:
- Labor required for the construction of this project is subject to the minimum wage rates as provided in the Supplementary General Conditions. No Bid will be received or considered by the District unless the Bid contains a statement by the Bidder as a part of its Bid that "Contractor agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148."

1.28 PRE-BID CONFERENCE (By Request):

A Pre-Bid Conference will be conducted by the District at the time indicated in the Advertisement for Bids to afford Bidders the opportunity to question the District and the Architect. The meeting will be held at the location identified in the Advertisement for Bids. (If no time is given in the Advertisement for Bids, no Pre-Bid Conference will be held.) Any statements made by the District's representatives at the conference are not binding upon the District unless confirmed by written addendum.

1.29 MILESTONE DATES AND SCHEDULE:

- A. A list of Milestone Dates is included in the Bidding Documents. Each Bidder shall submit the list of Milestone Dates, in its original form, with its bid and, in so doing, will attest that the Bidder intends to complete the Work and other aspects of the Project within the Milestone Dates. The Bidder may not condition its Bid on the acceptance District of delayed Milestone Dates.
- B. Within seven (7) calendar days after issuance of Notice to Proceed, the Contractor shall deliver to the District a detailed construction schedule for review and acceptance by the District and shall thereafter be referred to as the Schedule. The Schedule shall be, in form and content, acceptable to the District.
- C. The Bidder's attention is drawn to Division 1, Section 01 3200 of the General Requirements entitled "Schedule and Reports" for additional requirements.

1.30 SUBSTITUTIONS:

The attention of potential bidders and other interested parties is called to the conditions set forth in Division 1, Section 01 2500 of General Requirements, "Substitutions", regarding approval and product options for substitutions.

1.31 CONTRACTOR'S DRUG TESTING PROGRAM

Per ORS 279C.505(2), prior to Contract Award, Contractor shall certify to the District that it has a drug testing program in place for its employees that includes, at a minimum, the following:

- A. A written employee drug-testing policy.
- B. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- C. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

1.32 BACKGROUND CHECKS

- A. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education and by the District's background check vendor for processing the background check. District may deduct the cost of such fees from a progress of final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.

1.33 PERMITS & FEES

The Owner shall coordinate and obtain all permits necessary to obtain the general building permit for the Project. The Owner will pay for the general building permits (including right of way permits, grading and drainage, foundation, mechanical, plumbing and electrical as necessary to initially begin construction), utility connection fees, system development charges and related inspections. The Contractor will be responsible to obtain and pay for all other permits, assessments, penalties, charges, licensing and re-inspection fees required for the proper execution of the Work which are legally required at the time the bids are received or thereafter as a consequence of the Contractor's acts or omissions. The Contractor is responsible for coordinating and obtaining all required inspections and approval signatures. The Contractor is required to submit all inspection records to the District at the completion of the project and as a prerequisite for final payment. Contractor shall not be entitled to any additional time for performance because of its failure to secure or coordinate with the Owner for procurement of any required permits on a timely basis. The contractor will be required to maintain the permit documents at the site as required by the governing authority.

END OF SECTION

Date: June 01, 2023

Time: 2:00 PM

TO:

ADMINISTRATIVE SCHOOL DISTRICT #1

OWNER

520 NW WALL STREET, Main Office

ADDRESS

BEND, OREGON 97703

CITY/STATE

FROM:

BIDDER

ADDRESS

CITY/STATE

TELEPHONE

EMAIL ADDRESS

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of \_\_\_\_\_, or a Proprietorship, a Partnership, or Joint Venture consisting of \_\_\_\_\_.

**BASE BID:**

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by Bend La Pine School District titled,

**W.E. Miller School Existing Fire Alarm Replacement**

together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, physical plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration:

**BASE BID:** \_\_\_\_\_ Dollars (\$)\_\_\_\_\_).

said amount being hereinafter referred to as the Base Bid.

2. If notified of acceptance of this Bid and contract award within thirty (30) calendar days after receipt of bids, the undersigned agrees to deliver all bonds and proof of insurance coverage required by the Specifications and to execute a contract for the above-named project work and the above-stated consideration on the form required, within ten (10) calendar days of such notification.

**BID ALTERNATES:**

3. Bid Alternates for this project are as follows (reference Specification Section 01 2300 Alternates and Unit Prices for a complete description of all alternates):

**A. ALTERNATE #1 – Scope of Work**

- ☐ Add to the Base Bid
- ☐ Deduct from the Base Bid

Lump Sum Amount      \$ \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ and 00/100 dollars.

**B. ALTERNATE #2 – Scope of Work**

- ☐ Add to the Base Bid
- ☐ Deduct from the Base Bid

Lump Sum Amount      \$ \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ and 00/100 dollars.

**C. ALTERNATE #3 – Scope of Work**

- ☐ Add to the Base Bid
- ☐ Deduct from the Base Bid

Lump Sum Amount      \$ \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ and 00/100 dollars.

**UNIT PRICES:**

4. Provide unit cost pricing to add or deduct the following items (See Section 01 2300 Alternates and Unit Prices for a complete description of the following Unit Price Items):

UNIT PRICES WILL NOT BE USED FOR THIS CONTRACT

**ADDENDA ACKNOWLEDGEMENT:**

5. The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

**TIME OF COMPLETION:**

6. The undersigned agrees to substantially complete all Work under this Contract within the dates specified in the milestone date schedule, as set forth in the Owner-Contractor Agreement and this bid form.

**CHANGES IN WORK:**

7. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Sum, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

**BID SECURITY:**

8. Bid security in the amount of ten percent (10%) of the Base Bid plus any additive alternates is attached. Failure to submit such security shall result in the Bid being considered non-responsive.

9. The undersigned further agrees to execute the formal Contract within ten (10) days from date of Owner's Notice of Intent to Award, and in case the undersigned fails or neglects to appear within the specified time to execute the Contract, and the undersigned is considered having abandoned the Contract by the Owner, the bid security accompanying this Bid will be forfeited to the Owner by reason of such failure on the part of the undersigned.
10. The undersigned further agrees that the bid security may be retained by the Owner and that said bid security shall remain with the Owner until the Contract has been signed and Performance Bond in a form acceptable to the Owner has been made and delivered to the Owner.
11. The undersigned has checked all of the above figures, and understands that Owner and the Project Manager will not be responsible for any errors or omissions on part of undersigned in preparing this Bid.
12. In submitting this Bid, it is understood by the Bidder that the Bid is a "firm offer," irrevocable, valid and binding, and may not be withdrawn for a period of thirty (30) days from time of opening.
13. The undersigned hereby acknowledges that he has read and understands the Drawings, Specifications, Addenda and all other Contract Documents pertaining to this Project. The undersigned certifies that the Contract Documents are, in his opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned further certifies that he has, or has available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract Documents and within the time specified therein. The Bidder certifies that he has made allowances for normal inclement weather indigenous to the Project site.
14. The following information is provided pursuant to the Contract Documents:
  - (1) Legal Name of Firm: \_\_\_\_\_
    - a. If Firm is a corporation or limited liability company, state of incorporation or organization: \_\_\_\_\_.
    - b. If Firm is a partnership, state names of partners:  
\_\_\_\_\_  
\_\_\_\_\_
    - c. If Firm is an individual using a trade name, state name of individual:  
\_\_\_\_\_
  - (2) Construction Contractors Board Registration Number: \_\_\_\_\_
  - (3) Signature of person or persons legally authorized to bind Bidder to a Contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
    - a. Signature: \_\_\_\_\_
    - b. Name (type): \_\_\_\_\_
    - c. Title: \_\_\_\_\_ (Corporate Seal)

d. Address: \_\_\_\_\_

15. The names and addresses of other persons interested as principals in this Bid are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Bid's conditions and provisions thereof.
17. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the Contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
18. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Bid, in awarding the Contract to him and/or in the prosecution of the work required.
19. Pursuant to ORS 279A.120, bidder (check one) is \_\_\_/is not \_\_\_ a resident bidder. If not, indicate State of residency \_\_\_\_\_.
20. Contractor agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.
21. Contractor certifies that it has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.
22. The following bank reference is given:

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bank Officer: \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name (type): \_\_\_\_\_

Title: \_\_\_\_\_



**ENCLOSURES:**

- ☐ Bid Form
- ☐ Bid Bond
- ☐ Affidavit of Non-Collusion
- ☐ Acknowledgement of Principal Bidder
- ☐ Milestone Dates List
- ☐ Insurance Binder
- ☐ Statement of Qualifications

**FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_ as Principal and \_\_\_\_\_ a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and legally doing business in the State of Oregon, a surety, are held and firmly bound and obligated unto the Administrative School District #1, Deschutes County, and the State of Oregon, hereinafter called the Owner, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the Owner shall make any award to the Principal for: \_\_\_\_\_ W.E. Miller School Existing Fire Alarm Replacement \_\_\_\_\_, according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a Contract with the Owner in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Owner, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

**IN TESTIMONY WHEREOF,** the Principal and Surety have caused these presents to be duly signed and sealed.

\_\_\_\_\_  
Principal:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety:

\_\_\_\_\_  
By Attorney-in-Fact:

**AFFIDAVIT OF NON-COLLUSION**

State of Oregon                    )  
  ) ss  
County of                         )

being duly sworn, deposes and says, that he is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not thereon named, and further, that the deponent has not directly or indirectly induced or solicited any other bidder on the foregoing work or equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other Bidder or Bidders.

Sign Here:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Oregon, residing at:

\_\_\_\_\_

\_\_\_\_\_

(This Affidavit properly executed must accompany all bids.)

**(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A CORPORATION)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
(SEAL)  
My Commission Expires \_\_\_\_\_

**(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, to me known, and known to me to be one of the members/managers of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(SEAL)  
My Commission Expires \_\_\_\_\_

**(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A PARTNERSHIP)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, to me known, and known to me to be one of the partners of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(SEAL)  
My Commission Expires \_\_\_\_\_

**(ACKNOWLEDGEMENT OF PRINCIPAL OF BIDDER, IF A SOLE PROPRIETORSHIP)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(SEAL)  
My Commission Expires \_\_\_\_\_

**MILESTONE DATES LIST**

Anticipated Start Date June 19, 2023

Substantial Completion April 01, 2024  
-Work can commence full time during Summer between June 19<sup>th</sup> – September 01, 2023  
-After September 01, 2023 work will need to take place after 4PM during the academic school year  
-After September 01, 2023 work can commence during school holidays

Final Completion May 01, 2024

**STATEMENT OF QUALIFICATIONS (Page One)**

**This Statement of Qualification form shall be submitted with the bid.**

Submitted By (Firm/Company): \_\_\_\_\_

Address: \_\_\_\_\_

1. Date Firm First Organized \_\_\_\_\_

2. Financial Status:

What is bonding capacity? \$ \_\_\_\_\_

Credit available for this Contract? \$ \_\_\_\_\_

Gross amount of Contracts now in hand? \$ \_\_\_\_\_

Current value of assets? \$ \_\_\_\_\_

Has Contractor (or Contractor's responsible managing individual) ever declared bankruptcy? If so, when and where?

3. List projects similar to the requirements of this project for which Contractor had a contract in excess of \$3,000,000 during the past three (3) years. Start with current or most recent projects:

Project Name	Owner (Phone #)	Contract Amount	Project Status (Dates)
--------------	-----------------	-----------------	------------------------


**STATEMENT OF QUALIFICATIONS (Page Two)**

4. Who will be the Project Manager? \_\_\_\_\_

Who will be the Project Superintendent? \_\_\_\_\_

List experience relevant and similar to the requirements of this project for which this individual has been Project Superintendent:

Project Name	Owner (Phone #)	Contract Amount	Project Status (Dates)

5. Please state the work Contractor normally performs with Contractor's own forces.

6. Please list any litigation or arbitration between firm and any Owner in the last three years.

**I certify that the foregoing statement is true to the best of my information and belief. I understand the Owner is relying upon this statement in their determination as to whether Contractor is a responsible bidder.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title of Officer)



**1st TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM**

(1) Pursuant to ORS 279C.370 Bidders are required to disclose information about certain first-tier subcontractors when the District estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the Disclosure Form. The district must reject a bid if the bidder fails to submit the disclosure form with this information by the stated deadline.

(2) A Bidder shall submit the disclosure form required by ORS 279C.370 either in its Bid submission or within two (2) working hours after Closing. Compliance with the disclosure and submittal requirements is a matter of responsiveness. Bids which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) The District shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370. The District shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The District is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT: W.E. Miller School Existing Fire Alarm Replacement  
BID CLOSING: June 01, 2023 at 2:00 PM

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

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

SPEC SECTION	NAME	ADDRESS	CCB #	CONTRACT AMOUNT

END OF SECTION

**REFERENCE:**

1. The Form of Agreement between the Owner and the Contractor shall be in the following form:

\* \* \* \* \*

**OWNER-CONTRACTOR AGREEMENT**

DATE OF CONTRACT:

CONTRACT NUMBER:

PROJECT NUMBER:

**THIS AGREEMENT**, in three (3) copies, made this            day of            , 2023.

By and Between

Administrative School District No. 1  
520 NW Wall Street  
Bend, OR 97703

And

(Contractor)  
(Mailing Address)

All correspondence, submittals and notices relating to or required under this Contract shall be sent in writing to the above addresses or fax numbers; unless either party is notified in writing by the other, of a change in address.

**WITNESSETH**

**WHEREAS**, it is the intention of the Owner to obtain the services of the Contractor in connection with the W.E. Miller School Existing Fire Alarm Replacement, Hereinafter referred to as the "Project" or the "Work"; and

**WHEREAS**, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

**NOW, THEREFORE**, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and the Contractor:

**Article 1**  
**DEFINITIONS**

- 1.1 Capitalized terms used but not defined in this Agreement shall have the meanings given such terms in the Information for Bidders and the General Conditions, as applicable.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.
- 1.3 The Drawings and Specifications referred to in the Contract Documents have been prepared by the Administrative School District No. 1, Deschutes County, Oregon and are entitled, Bend-La Pine Public Schools: W.E. Miller School Existing Fire Alarm Replacement
- 1.4 The Construction Project Manager is Daniel Bogaert.

**Article 2**  
**STATEMENT OF THE WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work as required by the Contract Documents.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

**Article 3**  
**ARCHITECT**

- 3.1 The Architect (as defined in the General Conditions) shall be:

There is no Architect for this project. The contractor will be required to create drawings based off the as-built drawings in the project package.

The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

**Article 4**  
**TIME OF COMMENCEMENT AND COMPLETION**

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed.
- 4.2 Time is of the essence. The Contractor shall achieve Substantial Completion(s) and Final Completion, within the time periods stated hereunder taken from the date of Notice to Proceed and Contractor's Bid.

SPECIFIC DATES:

Substantial Completion  
Final Completion

April 01, 2024  
May 01, 2024

4.3.1 The liquidated damages incurred by the Owner due to the Contractor's failure to Substantially Complete the W.E. Miller School Existing Fire Alarm Replacement within the Contract Time, including any extensions thereof, shall be Five Hundred dollars (\$500) per day. The liquidated damages incurred by the Owner due to the Contractor's failure to finally complete the Bend-LaPine Public Schools, W.E. Miller School Existing Fire Alarm Replacement within the Contract Time, including any extensions thereof, shall be Five Hundred dollars (\$500) per day for each consecutive day beyond the Time for Final Completion.

4.3.2 The amount of liquidated damages for failure to meet any of the above noted Final Completion dates are in addition to the amount of liquidated damages for failure to Substantially Complete the Work.

4.4 The Contractor agrees said sums are agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the contractor to complete the Work within time as stipulated, it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

4.5 The amount of liquidated damages set forth in Article 4.3 hereinabove shall be assessed cumulatively. This provision for liquidated damages does not bar the Owner's rights to enforce other rights and remedies against the contractor, including but not limited to, specific performance or injunctive relief. The amount of liquidated damages relates only to the Owner's inability to do the Work; and it does not limit the Owner from recovering, in addition, costs incurred for extended administration or additional services relating to or arising out of a delay completion.

4.6 If Final Completion is not achieved through no fault of the contractor, the Owner may process final payment under ORS 279C.570 and withhold one hundred percent (100%) of the value of the uncompleted work. This value shall be determined by the Construction Project Manager.

## **Article 5** **CONTRACT SUM**

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (herein referred to as the "Contract Sum").

5.2 The Contract Sum is based upon the following alternates and unit prices, if any, which are set forth in the Contract Documents and which are hereby accepted by the Owner:

## **Article 6** **PROGRESS PAYMENTS**

6.1 The Contractor hereby agrees that on the date established for updates for every month during the performance of the Work he will deliver to the Construction Project Manager an Application for Payment in accordance with the provisions of the General Conditions and Section 01 2900. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

6.2 Past-due progress payments shall bear interest at the statutory rate in accordance with ORS 279C.570.

**Article 7**  
**OTHER REQUIREMENTS**

7.1 The Contractor shall submit the Performance Bond, Payment Bond, Certificates of Insurance, and Certificate of Compliance with Oregon tax laws, as required by the Contract Documents, prior to commencement of the Work.

7.2 The Contractor shall perform at least five percent (5%) of the total Work with forces that are in the direct employment of the Contractor's organization.

7.3 Subcontracting requirements shall be in accordance with ORS 279A.105, and as further described in the General Conditions and Supplementary Conditions (if any).

7.4 The Contractor shall comply with the Prevailing Wage Rates of the State of Oregon, effective, January 01, 2023 and as amended, attached by reference, governing all covered workers for all work on this project.

7.5 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973, and ORS Chapters 659 and 659a.

**IN WITNESS WHEREOF**, the parties execute this Agreement as of the day and year first written above.

**OWNER**       Administrative School District No. 1  
Deschutes County, Oregon

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
(Title)

(Seal)

Date: \_\_\_\_\_

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By signature on the Contract, I, the undersigned being authorized to represent \_\_\_\_\_ hereby certify that \_\_\_\_\_ is not, to the best of my knowledge, in violation of any Oregon tax law described in ORS 305.380(4). For the purposes of this certification, "Oregon tax laws" are ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

END OF SECTION

SECTION 00 6113  
PERFORMANCE & PAYMENT BOND

00 6113-1

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that, we  
\_\_\_\_\_, as Principal (Contractor), and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of Oregon \_\_\_\_\_, and duly authorized to transact a  
SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto ADMINISTRATIVE  
SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON, in the sum of  
\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), lawful money of the United State of America, for the payment whereof well  
and truly to be made, we and each of use, jointly and severally, bind ourselves, our and each of our heirs, executors,  
administrators, successors and assigns firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas the above Principal did on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023 enter into a Contract with Administrative School District No. 1, Deschutes County, Oregon for the  
construction required for the W.E. Miller School Existing Fire Alarm Replacement, which Contract is made a part  
hereof as if fully copied herein;

NOW, THEREFORE, if the said Principal faithfully, punctually and completely performs and abides by all  
covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of  
Oregon, and Deschutes County, and the agencies and bureaus thereof, directly or indirectly governing or applicable  
to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon  
Revised Statutes Chapter 279A and 279C relating to public contracts, which hereby is made a part hereof as if fully  
copied herein, and shall make payment promptly, as due to Administrative School District No. 1, Deschutes County,  
Oregon and to all other public entities as may be required, and to all subcontractors and to all persons supplying to  
the Principal or his (its) subcontractors' equipment, supplies, labor, or materials for the prosecution of the work or  
any part thereof, provided for in said Contract, then this obligation shall be null and void, otherwise to be in full force  
and effect.

Surety agrees (1) that any extension of time allowed said Principal for completion of work or for delivery  
under the said Contract shall not impair this obligation or reduce any period of maintenance or warranty provided in  
said Contract; (2) that any change made in the terms or provisions of said Contract increasing the price to be paid to  
Principal, without notice to the SURETY shall not impair this obligation, but any such change shall automatically  
increase the obligation of the SURETY hereunder in a like amount, PROVIDED that such increase shall not exceed  
twenty-five percent (25%) of the original amount of this obligation without consent of the SURETY; and (3) that this  
obligation shall continue to bind the said Principal and SURETY notwithstanding successive payments made  
hereunder for successive breaches, until the full amount of the said obligation is exhausted.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney in Fact



COUNTERSIGNED:

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Oregon Resident Agent

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Address

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NOTE

If Principal is operating under an assumed business name, there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, showing on the face thereof the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds should be shown.

The bond must be furnished by a surety company authorized to do business in Oregon, and in an amount equal to the full contract price.

END OF SECTION

In accordance with ORS 279A.120:

1. The District shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.
2. The District shall add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.
3. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the bidder may receive final payment on the contract. The District shall satisfy itself that the requirement of this subsection has been complied with before the District issues final payment on a public contract.
4. For purposes of this subsection, a "nonresident bidder" means a bidder who is not a resident bidder. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in its bid whether the bidder is a "resident bidder" under ORS 279A.120.

END OF SECTION

**REFERENCES:**

1. The General Conditions shall be "General Conditions of the Contract and/or Construction, Administrative School District No. 1, Deschutes County, Oregon," bound herein.

**SUPPLEMENTS:**

1. Supplements may modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. The General Conditions and the Supplementary General Conditions are applicable to all of the Work under this Contract and shall apply to one Contractor and all Subcontractor's and Sub-subcontractors.

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ARTICLE 1  
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and Special), the Drawings, the Specifications, and all Addenda issued prior to execution of the Contract, written amendments to the Contract signed by the Owner and the Contractor, Change Orders, a written interpretation or clarification issued by the Architect pursuant to Subparagraph 3.2.17 or a written order issued by the Construction Project Manager pursuant to Subparagraph 12.1.2, the Bidding Documents, such as the Advertisement or Invitation to Bid and the Instructions to Bidders, and the Contractor's Proposal.

1.1.2 THE CONTRACT

The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by (1) a written amendment to the Contract signed by the Owner and the Contractor, (2) a Change Order, (3) a written interpretation or clarification issued by the Architect pursuant to Subparagraph 3.2.17, or (4) a written order issued by the Construction Project Manager pursuant to Subparagraph 12.1.2.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

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 or by separate contractors.

1.1.5 PLANS OR 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 SPECIFICATIONS

The Project Manual is 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. These are written to, and for, the Contractor, with guidance and reference given to suppliers and subcontractors in separate sections. It is the responsibility of the Contractor to ensure that all construction items in each section are implemented.

1.1.7 PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.8 AS SHOWN, AS INDICATED, AS DETAILED

These words, and words of like implication, refer to information contained in the drawings describing the Work, unless explicitly stated otherwise in other Contract Documents.

1.1.9 BIDDER

Any individual, company, corporation, partnership, or joint venture who submits a bid to the Owner for the Work as distinct from a sub-bidder who submits a bid to a Bidder. "Lowest responsible bidder" and "resident bidder" are as defined in ORS 279C.375 and ORS 279A.120.

1.1.10 BIDDING DOCUMENTS

The Invitation to Bid, Instructions to Bidders, Sample Forms, Proposal, all Conditions of the Contract, Specifications, Drawings and Addenda issued prior to receipt of bids by Owner.

1.1.11 DIRECTED, REQUIRED, ACCEPTABLE

When these words refer to the Work or its performance, "directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like implication, mean "by direction of," "requirements of," "permission of," "order of," "designation of," or "prescription of" the Architect. Likewise, "acceptable," "satisfactory," "in the judgement of," and words of like import, mean "recommended by," "acceptable to," "satisfactory to," or "in the judgement of" the Architect.

1.1.12 MANUFACTURER

An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by contract to the Contractor, Subcontractor or Vendor.

1.1.13 MATERIAL SUPPLIER OR VENDOR

A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular contract.

1.1.14 PRODUCT

The term "product" includes materials, systems and equipment.

1.1.15 PROPOSAL

A complete and properly signed document (whether entitled "bid" or "proposal") whereby a Bidder proposes to do the Work or designated portion thereof for the sums stipulated therein, supported by data called for by the bidding requirements.

1.1.16 PROVIDE

As a directive to the Contractor, "provide" means "furnish and install completely".

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is consistent therewith or is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein.

1.2.2 The organization of the Specifications into division, sections and articles, and the arrangement of the 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 If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the order of precedence as herein set forth according to their latest date of execution; written interpretation or clarification by the Architect issued pursuant to Subparagraph 3.2.18 or by the Construction Project Manager pursuant to Subparagraph 12.1.2; Change Orders; written amendments to the Owner-Contractor Agreement; the Owner-Contractor Agreement; Addenda; Special Conditions; Supplementary Conditions; General Conditions; Specifications; Drawings; Bidding Documents; Contractor's Proposal. The Specifications take precedence over Drawings for the specific type or quality of materials or the quality of installation; the Drawings take precedence over the Specifications with regard to quantities, locations or detail of installation; as between schedules and general notes given on Drawings, the general notes shall take precedence; as between general notes given on the Drawings and specific, detailed notes, the latter shall take precedence; as between large-scale Drawings and small-scale Drawings, the larger scale shall take precedence. Specifications having greater detail or specificity; and details take precedence over general drawings.

1.2.4 The Contractor agrees that nothing contained in the Contract Documents or any Contract between the Owner and the Construction Project Manager or the Owner and the Architect shall create any contractual relationship

between the Construction Project Manager and the Contractor, the Architect and the Contractor, the Architect and the Construction Project Manager, or between the Owner, Architect and Construction Project Manager and any Subcontractor or Sub-subcontractors. The Contractor acknowledges and agrees that this Agreement is not intended to create, nor shall any provision be interpreted as creating any contractual relationship between the Owner or Contractor and any third parties.

1.2.5 Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with requirements of the listed document which is current on date of receipt of Proposals. In case of a conflict between referenced document and Project Specifications, Project Specifications shall govern. In case of a conflict between referenced documents, the one having more stringent requirements or higher value shall govern.

1.2.6 The Contractor, if requested, shall furnish an affidavit from manufacturer certifying that a material or product delivered to job meets requirements specified.

1.2.7 By executing the Contract, the Contractor represents that Contractor has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated Contractor's observations with the requirements of the Contract Documents.

1.2.8 The Contract Documents may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

### 1.3 OWNERSHIP AND USE OF DRAWINGS AND SPECIFICATIONS

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished one copy of the Contract Documents. Any reproduction and use of the Contract Documents shall be solely and exclusively for the execution of the Work, and may not be used on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect.

1.3.2 After Bid Award, electronic copies containing simplified versions of the electronic construction drawings will be forwarded to the general contractor for the general contractor's use and distribution as base drawings for the preparation of the general contractor's shop drawings. The Architect, or the Architect's consultants, will not issue electronic drawing files of any nature to anyone other than the Contractor. The electronic copies may contain the following simplified drawings, as deemed appropriate by the Architect: Civil Site Plan(s), Base Floor and Reflected Ceiling Plans from architectural, structural, mechanical, electrical and other specialty consultants, General Building Sections.

The electronic copies will not contain the following items: Addenda issued during bidding, Specifications, Details, Schedules, or other items issued in the Project Manual.

Electronic drawings will generally be in AutoCad format, unless other formats are used by the Architect or their consultants. The Architect will not convert the formats provided to the Contractor, from other formats.

1.3.3 All Drawings, Specifications and copies thereof furnished to, or made by, the Contractor are and shall remain property of the Architect and the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission 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 common law copyright or other reserved rights of the holder thereof.

ARTICLE 2  
OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or its authorized representatives or agents.

2.2 CONSTRUCTION PROJECT MANAGER

2.2.1 The Construction Project Manager is the Owner's exclusive representative and agent to the Contractor with respect to this Project during construction and until the issuance of the final Certificate of Payment. The Owner's communications with the Contractor and Architect shall be exclusively through the Construction Project Manager. The Construction Project Manager will have full authority to act on behalf of the Owner with regard to all aspects of this Project except that the Owner must approve all Change Orders and payments to the Contractor. All of the Construction Project Manager's actions with regard to this Project will be as an agent and representative of the Owner. If no Construction Project Manager is designated in the Owner-Contractor Agreement, all references to the "Construction Project Manager" shall be deemed to refer to the Owner.

2.2.2 The Construction Project Manager is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work not executed in accordance with, nor to issue instructions contrary to the Contract Documents.

2.3 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

2.3.1 The Owner, through the Construction Project Manager, will provide administration of the Contract as hereinafter described.

2.3.2 The Owner and the Construction Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

2.3.3 The Owner and the Construction Project Manager shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

2.3.4 The Owner and Construction Project Manager will not be responsible for the failure of the Contractor to plan, schedule and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the Work of Contractor's own trades and Subcontractors or to coordinate and cooperate with other separate Contractors.

2.3.5 The Owner and Construction Project Manager will not be responsible for the acts or omissions of the Architect, the Contractor, any other contractor, or any subcontractor, or any other contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

2.3.6 The Construction Project Manager has authority to disapprove, condemn or reject work on behalf of the Owner when, in the Construction Project Manager's opinion, the Work does not conform to the Contract Documents. Whenever in the Construction Project Manager's reasonable opinion it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Construction Project Manager shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work is then fabricated, installed, or completed.

2.3.7 The Construction Project Manager will have authority to require special inspection or testing of the Work in accordance with Subparagraph 2.3.6 whether or not such Work is then fabricated, installed or completed. However, neither the Construction Project Manager's authority to act under Subparagraphs 2.3.6 and 2.3.7, nor any decision made by the Construction Project Manager in good faith either to exercise or to not exercise such authority, shall give rise to any duty or responsibility of the Construction Project Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.3.8 The Construction Project Manager shall have the authority and discretion to call, schedule and conduct job meetings to be attended by the Contractor, Subcontractor representatives and the Architect to discuss such matters as procedures, progress, problems and scheduling.

2.3.9 The Construction Project Manager will establish procedures to be followed for processing all shop drawings, catalogs and other Project reports and other documentation, test reports and maintenance manuals.

2.3.10 The Construction Project Manager will review all requests for changes and shall implement the processing of Change Orders including applications for extensions of time.

2.3.11 The Construction Project Manager will review and process all applications for payment by the Contractor, including final application for payment and will consult with the Architect as appropriate.

2.3.12 The Owner will furnish all surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project. The Contractor shall carefully review this data since the Owner makes no warranty as to accuracy or completeness of such surveys.

2.3.13 The Owner will secure and pay for easements for permanent structures or permanent changes in existing facilities.

2.3.14 Information or services under the Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

## 2.4 OWNER'S RIGHT TO STOP THE WORK

2.4.1 If the Contractor fails to correct defective Work as required by Paragraph 4.6 or persistently fails to carry out the Work or supply labor or material in accordance with the Contract Documents, the Construction Project Manager, by a written order, may instruct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Construction Project Manager to stop the Work on behalf of the Owner shall not give rise to any duty on the part of the Construction Project Manager to exercise this right for the benefit of the Contractor or any other person or entity.

2.4.2 The Construction Project Manager may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner.

## ARTICLE 3 ARCHITECT

### 3.1 DEFINITION

3.1.1 The Architect is the person or organization lawfully licensed to practice architecture or engineering, or any entity lawfully practicing architecture or engineering, and identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number. The term Architect means the Architect and its architects and engineers, whether under contract or within its own organization, or its authorized representatives.

3.1.2 Communications between the Contractor or subcontractors and Architects, employees or subconsultants, shall be limited to matters of information; but in no case shall such communications relate to or authorize changes in the Work or give rise to claims for additional Work. The Architect, its architects, engineers, and their employees must communicate with the Contractor only through the Architect's authorized representative and through the Construction Project Manager as provided elsewhere in these contract documents.

### 3.2 SERVICES OF THE ARCHITECT

3.2.1 The Architect will provide certain services as hereinafter described.

3.2.2 The Architect shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform its functions under the Contract Documents.

3.2.3 The Architect is not the agent of the Owner and has no authority to agree on changes in the Contract Sum or Contract Time on the Owner's behalf. The Architect will not be responsible for or have control or charge of the



construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3.2.4 The Architect shall review Shop Drawings, Product Data and Samples, and other submissions of the Contractor as well as the Work performed by the Contractor but only for conformance with the design concept of the Project and for general compliance with the Contract Documents. The review of submittals shall be accomplished by the Architect within fifteen (15) calendar days from date of receipt except when authorized otherwise by the Construction Project Manager.

3.2.5 The Construction Project Manager will establish with the Architect, procedures to be followed for review and processing of all Shop Drawings, catalog submissions, Project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

3.2.6 The Architect shall, when requested by the Construction Project Manager, prepare Change Orders.

3.2.7 Should errors, omissions or conflicts in the Drawings, Specifications or other Contract Documents by the Architect be discovered, the Architect will prepare such amendments or supplementary documents, and provide consultation as may be required.

3.2.8 The Architect will make such periodic visits to the Project site as may be necessary to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect and its consulting engineers shall not be required to make exhaustive or full-time on-site inspections to check the quality or quantity of the Work, but shall make as many inspections as may be reasonably required to fulfill the Architect's obligations to the Owner.

3.2.9 The Architect will render written field reports to the Construction Project Manager in the form required by the Construction Project Manager relating to the periodic visits and inspections of the Project required by Subparagraph 3.2.8.

3.2.10 The Architect shall consult with the Construction Project Manager regarding the Contractor's Applications for Payment and shall sign the Certificates of Payment as provided in Subparagraph 9.4.2.

3.2.11 If the Architect observes any work that does not conform to the Contract Documents, the Architect shall report this observation to the Construction Project Manager.

3.2.12 The Architect has authority to disapprove, condemn or reject work on behalf of the Owner when, in the Architect's opinion, the Work does not conform to the Contract Documents. Whenever in the Architect's reasonable opinion it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

3.2.13 The Architect will prepare on a regular basis, a "deficiency list" of items during the process of construction that are not in conformance with the Contract Documents. The Construction Project Manager will transmit such lists to the Contractor for corrections.

3.2.14 The Architect will prepare and submit to the Construction Project Manager "punchlists" at Substantial Completion of Work of the Contractor which are not in conformance with the Contract Documents. The Construction Project Manager will transmit such lists to the Contractor for correction or completion thereof.

3.2.15 The Architect and Construction Project Manager shall conduct observations to determine the dates of Substantial Completion and Final Completion and will jointly issue a final Certificate for Payment.

3.2.16 The Architect will prepare a set of reproducible Record Drawings showing significant changes in the Work made during the construction process, based on the as-built drawings and other data furnished by the Contractor. The Architect will also transmit the as-built drawing in electronic format.

3.2.17 The Architect will provide the Owner assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.

3.2.18 As required, the Architect will render to the Construction Project Manager, within a reasonable time, interpretations or clarifications of requirements of the Contract Documents. The Architect will make all interpretations consistent with the intent of, and reasonably inferable from, the Contract Documents. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

3.2.19 All communications, correspondence, submittals and documents exchanged between the Architect and the Contractor in connection with the Project shall be through the Construction Project Manager or in the manner prescribed by the Construction Project Manager.

3.2.20 If the Owner terminates the employment of the Architect, the Owner may appoint a new Architect. Status of the new Architect under the Contract Documents shall be that of the former Architect.

3.2.21 The Architect is not bound to define the limits of any subcontract, and will not enter into disputes between the Contractor and its employees, including Subcontractors. Notwithstanding any provision of the Contract Documents to the contrary, all decisions, order and certificates of Architect are advisory only and not binding upon Owner until approved by Owner.

#### ARTICLE 4 CONTRACTOR

##### 4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representatives, who shall have authority to bind the Contractor in all matters pertinent to this Contract.

4.1.2 The service or services to be rendered under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

4.1.3 Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

4.1.4 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government. This does not preclude the Contractor from holding another contract with the Federal Government. Contractor certifies he/she is not an employee of the Administrative School District No. 1, Deschutes County, Oregon for purposes of performing work under this Contract.

4.1.5 Contractor shall certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

##### 4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 Before submitting a Proposal to the Owner, and continuously after the execution of this Agreement, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner through the Construction Project Manager, any error, inconsistency or omission the Contractor may discover including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. By submitting a Proposal for this Agreement and the Work under it, the Contractor agrees that the Contract Documents, along with any supplementary written instructions issued by or through the Construction Project Manager that have become a part of the Contract Documents, appear accurate, consistent, and complete insofar as can reasonably be determined. If the Contractor has reported in writing an error, inconsistency or omission and has promptly stopped the affected Work until instructed, and otherwise followed the instructions of the

Owner, the Contractor shall not be liable to the Owner or the Architect for any damage resulting from failing to report to the Owner or the Architect of any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall do no Work without Contract Documents and, when required, approved Shop Drawings, Product Data or samples for such portions of the Work.

#### 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing any of the Work.

4.3.3 The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect or the Construction Project Manager in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 4.22 by persons other than the Contractor.

4.3.4 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in regular attendance at the Project site during all phases of the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. As soon as practicable after Contract award, the Contractor shall provide a management chart and a list of personnel which shall constitute the superintending staff. All references to the Superintendent below shall be taken to mean superintending staff. 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.

4.3.5 The Superintendent shall remain on the Project not less than eight hours per day, five days a week unless the job is closed down due to a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents, or until Final Completion. The Superintendent shall not be employed on any other project during the course of this Work. The Superintendent that is assigned to the Project by the Contractor shall not be relieved of his position until after the Project has had its Final Completion with the Punchlist complete in its entirety, all the O & M Manuals complete, as-built drawings complete and accepted, and all demonstrations have been delivered.

4.3.6 If the Owner and/or Architect object to the Contractor's Project Team (i.e., Superintendent, Project Manager, etc.) that has been assigned to the Project, the Owner will reply in writing within seven (7) days after bid. Contractor will then assign different members to perform the Work acceptable to both Owner and Architect.

4.3.7 Before starting work, the Contractor shall locate all general reference points. The Contractor shall employ a registered surveyor (licensed by the State of Oregon) to perform such work. The Contractor shall take such steps as are necessary to prevent the dislocation or destruction of the reference points, and shall be responsible for the accuracy of the site and building layout and elevations for the work.

#### 4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code, regulation or statute, whether or not specifically required thereby as long as the same is reasonably inferable therefrom as being necessary to produce the intended results, and whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

4.4.2 All work under this Contract shall be performed in a skillful and workmanlike manner.

4.4.3 The Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. The Owner may, in writing, require the Contractor to remove from the Work any employee the Owner deems incompetent, careless or otherwise objectionable.

#### 4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, is hereby deemed defective. If required by the Construction Project Manager or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.5.2 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. This obligation shall survive Termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

4.5.3 Nothing contained in this Paragraph 4.5 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.6 hereof. The establishment of the time period of one year after the Date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which its 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 its obligations other than the obligation to correct the Work in accordance with this Paragraph 4.5.

4.5.4 The warranties set forth in Paragraph 4.5 and elsewhere in the Contract Documents shall survive final acceptance under Paragraph 9.9.

#### 4.6 UNCOVERING AND CORRECTION OF WORK

4.6.1 If any portion of the Work should be covered contrary to the request of the Owner, the Architect or the requirements specifically expressed in the Contract Documents, it must be, if required in writing by the Owner, uncovered for observation and shall be replaced at the Contractor's expense.

4.6.2 If any other portion of the Work has been covered which the Architect or the Owner has not specifically requested to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

4.6.3 The Contractor shall promptly correct all Work rejected by the Construction Project Manager or the Architect as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's and the Construction Project Manager's additional services made necessary thereby.

4.6.4 The Contractor shall, unless removal is waived by the Owner, remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, shall correct such Work in place by and at the expense of the Contractor promptly after notice, and such rejected Work shall not thereafter be tendered for acceptance unless the Contractor gives notice that the Work was subject to former rejection or requirement of correction.

4.6.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor; or (2) terminate this Contract for default as provided in Paragraph 13.3.

4.6.6 The Contractor shall bear the cost of restoring any work of the Owner or separate contractors destroyed or damaged by such correction or removal.

4.6.7 If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. If the amount is determined after final payment, it shall be paid to the Owner by the Contractor.

#### 4.7 TAXES

4.7.1 The Contractor shall pay all consumer, use, and other similar taxes for the work or portions thereof provided by the Contractor, which are legally enacted at the time the bids are received, whether or not yet effective. Compliance with all Oregon tax laws shall be certified by the Contractor.

#### 4.8 PERMITS, FEES AND NOTICES

4.8.1 The Owner shall coordinate and obtain all permits necessary to obtain the general building permit for the Project. The Owner will pay for the general building permits (including right of way permits, grading and drainage, foundation, mechanical, plumbing and electrical as necessary to initially begin construction), utility connection fees, system development charges and related inspections. The Contractor will be responsible to obtain and pay for all other permits, assessments, penalties, charges, licensing and re-inspection fees required for the proper execution of the Work which are legally required at the time the bids are received or thereafter as a consequence of the Contractor's acts or omissions. The Contractor is responsible for coordinating and obtaining all required inspections and approval signatures. The Contractor is required to submit all inspection records to the District at the completion of the project and as a prerequisite for final payment. Contractor shall not be entitled to any additional time for performance because of its failure to secure or coordinate with the Owner for procurement of any required permits on a timely basis. The contractor will be required to maintain the permit documents at the site as required by the governing authority.

4.8.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work.

4.8.3 If the Contractor performs any of the Work knowing it to be contrary to any laws, ordinances, rules, regulation or orders of any public authority bearing on the performance of the Work, and does so without reasonable notice to the Construction Project Manager of same, Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8.4 The Contractor and its subcontractors shall comply with the provisions of ORS 757.541 through 757.571 relating to notice prior to excavation.

#### 4.9 ALLOWANCES

4.9.1 Allowances will not be used under this contract.

#### 4.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit, for the Construction Project Manager's approval, a Construction Schedule for the Work which shall provide for expeditious and practicable execution of the Work for completion within the Contract Time. This schedule shall be coordinated with the entire Project Construction Schedule to the extent required by the Contract Documents. The Construction Schedule shall be revised as required by the conditions of the Work and the Project, subject to the Construction Project Manager's approval.

The Contractor's Construction Schedule shall conform to the requirements of Division 1, Section 01 3200.

#### 4.11 RESPONSIBILITY FOR COMPLETION

4.11.1 The Contractor shall furnish such manpower, services, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays, as may be necessary to ensure the prosecution and completion of the Work or specified portions thereof within the specific dates of the Contract. If it becomes apparent to the Construction Project Manager from progress on the current Construction Schedule that the

Work will not be completed within the Contract Time, the Contractor agrees that it will, as necessary, take some or all of the following actions, at no additional cost to the Owner, to improve the progress:

- .1 increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Construction Project Manager, the backlog of work;
- .2 increase the number of working hours per shift, shifts per working day, working days per week or the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Construction Project Manager, the backlog of work; and
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities.

In addition, if any of the conditions noted under paragraph 4.11.2 should occur, the Construction Project Manager may require the Contractor to submit a Recovery Schedule demonstrating the Contractor's proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Construction Project Manager finds the proposed plan not acceptable, it may require the Contractor to submit a new plan. If the actions taken by Contractor or the second plan proposed are not satisfactory, the Construction Project Manager may require Contractor to take any of the actions set forth in this Paragraph 4.11, without additional cost to the Owner, to make up the lag in scheduled progress.

4.11.2 In the event any of the following conditions exist, the Contractor shall, at no additional cost to the Owner, require that its' Superintendent, workers, and all subcontractors affecting the progress of the work be at the job site not less than ten (10) hours per day, six (6) days per week:

- .1 should Substantial Completion not be accomplished on schedule;
- .2 should Final Completion not be accomplished on schedule;
- .3 should the Project schedule indicate the Contractor to be ten (10) or more work days behind schedule at any time during construction up until twenty (20) days prior to scheduled Substantial Completion;
- .4 should the Project schedule indicate the Contractor to be five (5) or more work days behind schedule at any time during the last twenty (20) days prior to scheduled Substantial Completion.

4.11.3 Failure of the Contractor to substantially comply with the requirements of this Paragraph 4.11 may be considered grounds for a determination by the Owner, pursuant to Subparagraph 13.3.1, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

#### 4.12 DOCUMENTS AND SAMPLES AT THE SITE

4.12.1 The Contractor shall maintain in a safe place at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders, amendments and written interpretations and clarifications, in good order and marked currently to record all changes applicable to the Work made during construction and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work certified in writing by the Contractor to show complete and exact "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters.

#### 4.13 SHOP DRAWINGS AND SAMPLES

4.13.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.13.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor which illustrate a material, product or system for some portion of the Work.

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

4.13.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents. Contractor shall submit all shop drawings, samples, product data in the quantity and format specified in Division 1, Section 01 3300.

4.13.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions, pertaining to Shop Drawings, as may be issued by the Construction Project Manager.

4.13.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data or Samples under Subparagraph 3.2.4 unless the Contractor has received a Change Order for same. Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's review thereof.

4.13.7 The Contractor shall make any corrections required by the Architect and shall resubmit the corrected copies of Shop Drawings or new Samples. Resubmittal of Shop Drawings necessitated by required corrections shall not be a cause for extension of time. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than the corrections requested on previous submittals.

4.13.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed by the Architect as provided in Subparagraph 3.2.4. All such portions of the Work shall be in accordance with approved submittals.

4.13.9 Shop Drawings and Samples shall be dated and bear: Project name; description or names of equipment, materials and items; and complete identification of locations at which materials or equipment are to be installed.

4.13.10 Submission of Shop Drawings, Product Data or Samples shall be accompanied by transmittal letter containing Project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

4.13.11 Each Shop Drawing and Product Data submittal shall bear the Contractor's stamp or seal stating that the submittal has been reviewed by the Contractor and that it conforms to the requirements of the Contract Documents.

#### 4.14 USE OF SITE

4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site or access to the site with any materials or equipment.

4.14.2 The Contractor shall coordinate all of its operations with and secure approval from the Owner before using any portion of the site.

4.14.3 The Contractor shall not occupy the site nor commence work thereon until deemed by the Construction Project Manager to be in compliance with all bond and insurance requirements.

#### 4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.15.2 The Contractor shall not damage or endanger any portion of the Work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold its consent to cutting or otherwise altering the Work from the Owner or any separate contractor.

4.15.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Construction Project Manager, the Architect, the owner of such structures and facilities and authorities having jurisdiction. In the event the local jurisdictional authorities require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

#### 4.16 CLEANING UP

4.16.1 The Contractor at all times shall keep the premises and streets or areas used for access thereto free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all its waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials.

4.16.2 If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so as provided in Paragraph 6.3 and the cost thereof shall be charged to the Contractor.

#### 4.17 COMMUNICATIONS

4.17.1 The Contractor shall forward all communications, whether to the Architect or Owner, only through the Construction Project Manager. Similarly, all communications to the Contractor from the Owner and Architect will be through the Construction Project Manager.

#### 4.18 ROYALTIES AND PATENTS

4.18.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner, Construction Project Manager and Architect harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives notice of such infringement to the Construction Project Manager.

#### 4.19 INDEMNIFICATION

4.19.1 To the fullest extent permitted by law, the Contractor shall at its sole cost and expense, indemnify, defend, satisfy all judgments and hold harmless the Owner, the Construction Project Manager and the Architect, and their respective directors, officers, agents, representatives, and employees, from and against all claims, actions, judgments, costs, penalties, liabilities damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent or other wrongful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.19. If any provision herein could be read to require a type or degree of indemnification or insurance not permitted by Oregon law, it is hereby expressly restricted to require only that type or degree of indemnification or insurance which is permitted by Oregon law. Without limitation, to the extent required under ORS 30.140, no provision of this Agreement shall require Contractor, or its surety or insurer to indemnify another against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by negligence of the indemnitee, provided this paragraph shall not affect any provision of this Agreement that requires Contractor or Contractor's surety or insurer to indemnify against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors.

4.19.2 In any and all claims against the Owner, the Construction Project Manager or the Architect or any of their agents, representatives or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.19 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' workmen's compensation acts, disability acts or other employee benefit acts.

4.19.3 No provision of this Paragraph 4.19 shall give rise to any duties on the part of the Construction Project Manager, the Architect or the Owner or their agents, representatives or employees.

4.19.4 It is the intent of this contract to require the Contractor to indemnify the Owner, Construction Project Manager, and the Architect and their agents, representatives and employees, to the fullest extent permitted by Oregon Revised Statutes as it now exists or is hereafter amended. It is specifically intended that the Contractor's indemnity shall cover



allegations of concurrent negligence of indemnitor and indemnitee, their agents or employees; and that the duty to so indemnify shall cover all costs of defense of such claims. The Contractor's indemnity obligations shall not cover allegations or adjudicated determinations that the liability arises from the sole negligence of an indemnitee. The Contractor shall provide insurance covering such indemnity obligations subject to the terms and conditions provided in Article 11 including the naming of Owner, Construction Project Manager and Architect as additional insured upon such policy.

4.19.5 The provisions of Subparagraph 4.19 shall survive the completion, termination or expiration of this Contract.

#### 4.20 PERSONS AUTHORIZED TO SIGN DOCUMENTS

4.20.1 The Contractor shall, within five (5) days after Notice to Proceed or execution of the Contract, whichever is earliest, file with the Construction Project Manager a list of all persons who are authorized to sign documents such as contracts, certificates, and affidavits, on behalf of the Contractor and to fully bind the Contractor to all the conditions and provisions of such documents, except that in the case of a corporation it shall file with the Construction Project Manager a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of the corporation's personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents.

#### 4.21 CONDITIONS AFFECTING THE WORK

4.21.1 The Contractor shall be responsible for having taken all steps necessary to ascertain the nature and location of the Work, and the general and local conditions and legal requirements which can affect the Work or the cost thereof. Failure by Contractor to fully acquaint itself with conditions which may affect the Work, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, utility services, roads, weather, topographic and subsurface conditions, other separate contractors, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the prosecution of the Work, shall not relieve Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for an equitable adjustment under any circumstances. The Owner assumes no responsibility for any understanding or representations concerning conditions made by the Contractor, any of its officers, agents, employees or Subcontractors prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract Documents.

4.21.2 If in the execution of the Work any valuable items or materials of any kind are discovered buried or hidden within the Work, such items or materials shall be the property of the Owner. The Contractor shall take reasonable precautions to prevent any persons from removing or damaging such items or materials and shall, immediately upon discovery thereof and before removal, acquaint the Construction Project Manager or the Architect with such discovery and carry out, at the expense of the Owner, the Construction Project Manager's orders as to disposal of the same.

#### 4.22 TESTS

4.22.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall arrange for such inspection, testing or approval, and shall give the Construction Project Manager timely notice of its readiness so the Architect and the Construction Project Manager may observe such inspection, testing or approval. The Owner shall bear all costs of such inspections, tests or approvals.

4.22.2 If the Architect or the Construction Project Manager determines that any Work requires special inspection, testing, or approval which Subparagraph 4.22.1 does not include, the Construction Project Manager will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 4.22.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Architect's and the Construction Project Manager's additional services made necessary by such failure. If such special inspection or testing reveals that the Work is in compliance with all applicable requirements, the Owner shall bear all costs thereof.

4.22.3 Inspections and tests required to establish compliance with the Contract Documents, as provided for in the Contract Documents, will be made by a pre-qualified, independent testing agency approved by the Owner. The cost

of services of such agency will be paid by the Owner. When the initial tests indicate non-compliance with the Contract Documents, any subsequent retesting occasioned by non-compliance shall be performed by the same agency and the cost thereof borne by the Contractor. Representatives of the testing agency shall have access to the Work at all times. The Contractor shall provide facilities for such access in order that the agency may properly perform its functions.

4.22.4 Inspections or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4.22.5 The independent testing agency shall prepare the test reports, logs, and certificates applicable to the specific inspections and tests and promptly deliver the specified number of copies of same to the designated parties. Certificates of inspection, testing or approval required by public authorities shall be secured by the Contractor and delivered to it by the Owner, in such time as to not delay progress of the Work or final payment therefor.

4.22.6 Inspection and laboratory testing shall be provided as called for in the General Requirements and Technical Specifications by an independent testing consultant retained by the Owner.

#### 4.23 ENVIRONMENTAL POLLUTION

4.23.1 Unless disposition of environmental pollution is specifically a part of this Contract, Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the work required by this Contract. "Hazardous substance(s)" are those substances, materials, or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well being of Contractor's or any subcontractor's work force.

4.23.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

#### 4.24 SPILL RESPONSIBILITY

4.24.1 Contractor will be responsible for any and all releases of hazardous substances during performance of the Contract which occur as a result of, or are contributed by, actions of its agents, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner.

4.24.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- .1 properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- .2 be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the work site; and
- .3 promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

4.24.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this paragraph 4.24 shall limit Contractor's liability or responsibility under paragraph 4.19 of the General Conditions.

4.24.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in OAR 340-142 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, at a minimum:

4.24.2.1 Description of items released (identity, quantity, manifest no., and all other documentation required by law).

4.24.2.2 Whether the quantities released require EPA/DEQ reporting, and, if so, when it was reported.

4.24.2. Exact time and location of release, including a description of the area involved.

4.24.2.4 Containment procedures initiated.

4.24.2.5 Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.

4.24.2.6 Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

4.24.2.7 Personnel injuries, if any, resulting from, or aggravated by, the release.

#### 4.25 ENVIRONMENTAL CLEAN-UP

4.25.1 As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall certify to the Owner that all environmental pollution clean-up which was performed as part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdictions over such environmental pollution. The notice shall indemnify and hold the Owner harmless from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and disposal.

### ARTICLE 5 SUBCONTRACTORS

#### 5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or its authorized representatives. The term Subcontractor does not include any separate contractor or its subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any 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 its authorized representatives.

5.1.3 Nothing contained in the Contract Documents is intended to nor shall it create any contractual relationship between the Owner, the Construction Project Manager, the Architect or any of their agents, employees or representatives and any Subcontractor or Sub-subcontractor.

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Within five (5) days of receipt of a Notice to Proceed, the Contractor shall furnish to the Construction Project Manager in writing for review and acceptance by the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Construction Project Manager will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Project Manager to reply promptly shall constitute notice of no reasonable objection. The Contractor understands and agrees that it alone is responsible to the Owner for all of the Work under this Agreement and that any review of Subcontractors or Sub-subcontractors by Owner or the Construction Project Manager will not in any way make the Owner responsible to nor for the actions or failures of any Subcontractor or Sub-subcontractor.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection under the provisions of Subparagraph 5.2.1.

5.2.3 If the Owner, the Construction Project Manager or the Architect, has reasonable objection to any such proposed person or entity, the Contractor shall submit a replacement to whom the Owner, the Construction Project Manager and Architect, have no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such replacement and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1 or if the Construction Project Manager stated said objection in writing before the submission by the Contractor of the accepted proposal or if the proposed subcontractor is unable to enter into and carry out its work under its proposed subcontract, or if the Subcontractor fails to comply with all applicable laws, or if the proposed subcontractor is not an on-going business in the field of its proposed subcontract, or if the proposed subcontractor does not have a labor force and the means of supply compatible with the scope of the subcontract.

5.2.4 If the Owner requires a change of any proposed subcontractor or person or organization previously accepted by it the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

5.2.5 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner, the Construction Project Manager or the Architect, makes objection to such substitution.

### 5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor in terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and shall identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

### 5.4 PREPARATORY WORK

5.4.1 Before starting each section of Work, the Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its work. The Subcontractor shall check carefully, by whatever means are required, to ensure that the work and adjacent related work will finish to proper contours, planes, and levels. The Subcontractor shall promptly notify the Contractor who shall notify the Construction Project Manager in writing of any defects or imperfections in preparatory work which will, in any way, affect satisfactory completion of the Work. Absence of such notification will be construed as an acceptance of preparatory work and later claims of defects therein will not be recognized.

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

## ARTICLE 6 WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under any contract terms and conditions which the Owner, in its sole discretion, may require.

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

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate its Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Work depends for proper execution or results upon work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, carefully inspect and promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and promptly report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive its Work, except as to latent defects which Contractor could not have reasonably discovered by its inspection.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy and be wholly responsible for such damage.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute at law. If such separate contractor sues or initiates a proceeding against the Owner, the Construction Project Manager and/or the Architect on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if any judgment or award against the Owner, the Construction Project Manager and/or the Architect arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner, the Construction Project Manager and/or the Architect for all attorneys' fees and court or arbitration costs which the Owner, the Construction Project Manager and/or the Architect have incurred.

6.2.6 In the event there is more than one contractor engaged on the Project, each such contractor shall be responsible to the other for damages to work, injury to any person or persons, or for any loss, cost, claims or damages arising out of or in connection with the work required by each contract with the Owner or any loss, cost, expense or damage caused by separate contractor's neglect or failure to finish or satisfactorily complete its part of the Work within the time prescribed. In all events the provisions of Paragraph 4.19 shall be applicable.

6.2.7 Whenever the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor receiving such items shall give receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacing of item or items received.

6.2.8 When certain items of equipment and other work are indicated as "NIC" (not in contract), or to be furnished and installed under other contracts, any requirements for preparation of openings, provision of backing, etc., for receipt of such "NIC" work will be furnished upon written request of the Contractor who shall properly form and otherwise prepare its work in a satisfactory manner to receive such "NIC" work.

6.3 OWNER'S RIGHT TO PERFORM DISPUTED WORK

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by the Contract Documents, for accomplishing coordination or doing required cutting, filling, excavating or patching as required by the Contract Documents, the Owner may carry out such work and charge the cost thereof to the several contractors responsible therefor as the Owner shall determine to be just.

ARTICLE 7  
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Contract shall be governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract.

7.1.2 If any of the provisions of this Contract shall be held invalid or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired, if the essential terms and conditions of this Contract remain, valid, binding, and enforceable.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it in whole or part without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to it hereunder, without the prior written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

7.4 CLAIMS AND DAMAGES

7.4.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party, with a copy sent to the Architect. Claims by either party must be initiated within 7 days after occurrence of the event giving rise to such claim or within 7 days after the claimant first recognizes the condition giving rise to the claim, whichever is later.

7.5 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND

7.5.1 Contractor shall secure, include costs therefore in the Proposal, and pay for a performance bond and payment bond in compliance with ORS 279C.380 and other applicable Oregon Revised Statutes issued by a bonding company licensed to transact business in the State of Oregon.

Liability under each bond shall be:

100% of Contract sum for (1) performance of the Contract and (2) labor and material payment.

7.5.2 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Owner-Contractor Agreement is entered into.

7.5.3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

7.5.4 The Contractor shall commence no work on site until satisfactory compliance with Subparagraph 7.5.1. through 7.5.3. Failure to obtain such bonds in a timely manner shall not be a basis of claim for extension in time.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity.

7.6.2 The failure of the Owner, the Construction Project Manager or the Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

7.6.3 Contractor agrees that it can be adequately compensated by money damages or time extensions for any breach of this Contract which may be committed by the Owner and hereby agrees that, no default, act, or omission of the Owner, the Construction Project Manager or the Architect, except only for failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages or time extensions pursuant to the terms of this contract.

## 7.7 DISPUTE RESOLUTIONS

7.7.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be before the Arbitration Service of Portland, Inc. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Bend, Oregon, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.7.2 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 then-current rules of the Arbitration Service of Portland, Inc. in effect on the date of the Contract. 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. 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. 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. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Contract shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Each party consents and submits to the jurisdiction of the state courts located in Deschutes County, Oregon.

7.7.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that the arbitrations to be consolidated substantially involve common questions of law or fact, and the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder.

## ARTICLE 8 TIME

### 8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect and the Construction Project Manager when the Work has sufficiently progressed, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use which it is intended, with all of the parts and systems operable as required by the Contract Documents and where all work is complete, accessible, operable and usable by the Owner. Only incidental corrective work under "punchlists" and final cleaning (if required) beyond cleaning needed for the Owner's full use may remain for Final Completion.

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

## 8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. It shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Dates stated in the Contract Documents.

8.2.3 If a date or time of completion is included in the Contract, it shall be the Date of Substantial Completion as defined in Subparagraph 8.1.3, including authorized extensions thereto, unless otherwise provided.

8.2.4 Attention is directed to the fact that the Work is urgently needed by the Owner and that time is of the essence. For this reason, it shall be agreed that the Contractor will substantially complete the Work, or designated portions thereof, under the Contract, within the time and dates established in the Contract Documents for such completion, and that it will complete the Contract in all its details for final acceptance as specified after Substantial Completion.

## 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Except as specifically provided under Paragraph 2.4 (Owner's Right to Stop Work) or Paragraph 12.1 (Changes in the Work), Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect, or impact damages, including but not limited to costs of acceleration, arising because of reasonable hindrance or delay from any cause whatsoever, whether such hindrance or delay be foreseeable or unforeseeable or avoidable or unavoidable provided however, that this provision shall not preclude recovery by Contractor for damages for unreasonable delays or hindrances caused by the acts or omissions of the Owner or persons acting for the Owner. Notwithstanding the foregoing, under no circumstances shall Contractor be entitled to delay damages attributable to a delay in Owner's execution of the Contract unless the Owner executes the Contract after the time provided for in the Contract Documents. The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics ripple; seasons change; extended overhead; profit upon damages for delay; impact damages; or similar damages. Except as provided in this subparagraph, the Contractor's sole remedy for delays shall be an extension of time.

8.3.2 The Contract Time shall be adjusted only for Changes in the Work (pursuant to Paragraph 12.1), Owner's Rights to Stop Work (pursuant to Subparagraph 2.4) and Excusable Delays (pursuant to Subparagraph 8.3.3). In the event the Contractor requests an extension of the Contract Time, it shall furnish such justification and supporting evidence as the Owner may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner, after receipt of such justification and supporting evidence, shall make its findings of fact and decision thereon and shall advise the Contractor in writing thereof. If the Owner finds that the Contractor is entitled to any extension of the Contract Time, the Owner's determination as to the total number of days' extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data will be included in the next monthly updating of the schedule. The Contractor acknowledges and agrees that actual delays (due to said changes, suspension of Work or excusable delays) in activities which, according to the schedule, do not affect the Contract Time or Specific Dates, will not be the basis for an extension of the Contract Time or Specific Dates.

8.3.3 Subject to other provisions of this Contract, Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Subcontractors as follows:

8.3.3.1 Labor strikes (including strikes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract Time on account of an individual labor strike shall not exceed the number of calendar days of said strike;

8.3.3.2 Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored materials, provided that an act of neglect by the Contractor did not contribute to such damage;



8.3.3.3 Abnormal inclement weather; however

- .1 Contractor agrees that it shall not be entitled to a time extension for normal inclement weather which can be expected at the Project locale due to precipitation **or** temperature, based upon actual data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for the locale of the Project.
- .2 Contractor agrees that the measure of abnormal inclement weather due to precipitation **or** temperature during the period covered by this Contract shall be the number of days in excess of the average of the previous 10 years as shown in the NOAA weather data, in which precipitation exceeded the average by 0.10 inch (or in the case of snow or ice pellets, 1 inch or more), or in which the highest temperature was 32 degrees F. or below. Either precipitation **or** temperature will be used for the entire month in question.
- .3 No extension of time will be made for abnormal inclement weather after the principal portions of the Work are enclosed except for site work which critically affects the Contract Time or Specific Dates. For the purpose of this Paragraph 8.3, the term "enclosed" is defined to mean when the Work is sufficiently closed in (exterior walls up and roof in place) so as to permit any structure, or major portion thereof which is part of the Work, to be adequately heated so as to allow the various trades to perform their work. The Construction Project Manager shall determine when the structure is "enclosed" and shall issue, upon the request of Contractor, a letter certifying the date the Work became enclosed for the purposes thereof.
- .4 If the total calendar days lost due to inclement weather, from the start of the Work at the Project site by the Contractor until the principal portions of the Work are enclosed, exceeds the total number of days to be expected for the same period, a time extension, if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost due to such abnormal inclement weather.

8.3.3.4 Acts of the public enemy, acts of the State, Federal or local Government in its sovereign capacity, and acts of another contractor in the performance of a contract with the Owner relating to the Project.

8.3.4 All claims for extensions of time shall be made in writing to the Construction Project Manager no more than seven (7) days after the beginning of the delay; otherwise all such claims are waived by the Contractor. In the case of a continuous cause of delay only one written claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.5 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 3.2.17 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

ARTICLE 9  
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner a Schedule of Values allocated to the various portions of the Work, as set forth in Division 1, Section 01 2973 of the General Requirements entitled "Schedule of Values," and supported by such data to substantiate its accuracy as the Construction Project

Manager and the Owner may require. This schedule, unless objected to by the Owner, shall be used only as a basis for the Contractor's Applications for Payment.

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 On or about the dates specified in the Contract Documents, Contractor shall meet with the Construction Project Manager and submit a completed Progress Report, in accordance with the requirements of Contract Documents, supported by such data substantiating the Contractor's right to payment as the Owner or Construction Project Manager may require. Contractor shall also certify that it has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner. Each application for payment thereafter shall include the Contractor's statement that prevailing wages have been paid in accordance with ORS 279C.800 through 279C.870.

9.3.1.1 The submission and approval of the Construction Schedule and monthly updates thereof as required by the Contract Documents shall be an integral part and basic element of the Application upon which progress payment shall be made. The Contractor shall be entitled to progress payments only upon substantial compliance with all the requirements of this Article 9, which compliance shall be a condition precedent to the processing of Contractor's Applications.

9.3.2 Retainage shall be in accordance with ORS 279C.550 through 279C.570.

9.3.2.1 The Owner shall make progress payments on the contract monthly as work progresses on the Work. Payments shall be based upon estimates of work completed that are approved by the Architect and the Owner. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein. The Owner shall pay to the Contractor interest on the progress payment, not including retainage, at a rate equal to three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from the contractor or 15 days after the payment is approved by the contracting agency, whichever is the earlier date, but the rate of interest may not exceed 30 percent. The interest shall commence 30 days after the request for payment is made by the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date.

9.3.2.2 The Owner shall reserve as retainage from any progress payment on this Contract an amount not to exceed five percent of the payment.

9.3.2.3 The retainage held by the Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Sum. The Owner shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, interest to commence 30 days after the work under the contract has been completed and accepted and to run until the date when the final payment is tendered to the Contractor. The Contractor shall notify the Owner in writing when the Contractor considers the work complete and the Owner shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the Contract. If the Owner does not within the time allowed notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subparagraph shall commence to run 30 days after the end of the 15-day period.

9.3.3 Payments may be made by the Owner at its sole discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the Contractor. Materials once paid for by the Owner become the property of the Owner and may not be removed from the Project site without the Owner's written permission.

9.3.4 The Contractor warrants that title to all Work (including all materials and equipment) within the scope of an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor from Owner, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to in this Article 9 as "liens"); and that no Work, materials or equipment covered by Application for Payment will have been acquired by the Contractor, or by any other person performing or furnishing any portion of the Work for Contractor, subject to an agreement under which a security interest therein or any other encumbrance thereon is retained by the seller or supplier, or is otherwise imposed thereon by Contractor or such other person.

9.3.5 Everything charged to the Contractor by the Owner under the provisions of the Contract shall be paid to the Owner within three (3) days of written demand. Such charges may be deducted by the Owner from monies due or to become due under the Contract. The Owner may recover such charges from the Contractor or its surety.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Construction Project Manager after receipt of the Contractor's Application for Payment, will within a reasonable time issue a Certificate of Payment to the Owner, with a copy to the Contractor, for such amount as the Construction Project Manager and Architect, determine is properly due, or notify the Contractor in writing of the reasons for withholding a Certificate as provided in paragraph 9.6.

9.4.2 The signing of a Certificate for Payment will constitute a representation by the Construction Project Manager or Architect to the Owner, that based upon observations at the site, pursuant to their agreements with the Owner, and the data comprising the Application for Payment, the Work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by or performed under the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, by signing a Certificate for Payment, the Construction Project Manager and Architect shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, or that either has reviewed the construction means, methods, techniques, sequences or procedures, or that either has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

#### 9.5 PROGRESS PAYMENTS

9.5.1 After a Certificate for Payment has been issued, the Owner shall make payment in the manner and within the time provided in Division 1, Section 01 2900.

9.5.1.1 Prior to the twenty-fifth (25<sup>th</sup>) day of each month, the Contractor shall submit to the Architect and the Construction Project Manager a draft Application for Payment. The Application shall be on the forms required by Division 1, Section 01 2900 and shall be accompanied by such other certificates as may be required by the Owner. On or before the last day of each month, the Contractor shall submit to the Architect and the Construction Project Manager an Application for Payment that has been corrected from the draft Application. No Application for payment will be accepted after the date of Substantial Completion until the Request for Final Payment, except that if extensions in the contract Time total thirty (30) calendar days or more there shall be additional progress payments for each full thirty (30) calendar days of the Contract Time extension.

9.5.1.2 The Owner shall make payment on or before the fourteenth (14<sup>th</sup>) day of the month following Application submittal. Progress payments shall bear interest at the statutory rate established in ORS 279C.570, thirty days (30) after the request for payment is made by the Contractor or fifteen days (15) after the payment is approved by the Owner, whichever is the earlier date. Interest, if any, on a final payment due and unpaid shall commence upon expiration of the applicable time period under Article 13.

9.5.2 The Contractor shall pay each Subcontractor (including material suppliers and laborers) performing labor or furnishing material for the Work within seven (7) days of receipt of payment from the Owner out of the amount paid to the Contractor on account of the Work of such Subcontractor, material supplier, or laborer, the amount which said Subcontractor is entitled as required by Oregon Revised Statutes, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to its Sub-subcontractors in similar manner. The Contractor or Subcontractor may withhold payment of not more than 5% from the monies earned by any Subcontractor or any Sub-subcontractor or supplier in accordance with ORS 701.410 to 701.440 as it now exists or may hereafter be amended except as provided in ORS 279C.580.

9.5.3 The Owner may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Construction Project Manager on account of Work done by such Subcontractor.

9.5.4 Neither the Owner, the Construction Project Manager nor the Architect shall have any obligation to pay, nor to see to the payment of, any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work which is not in accordance with the Contract Documents.

9.5.6 Contractor agrees to keep the Work and the site(s) on which Work is to be performed free and clear of all liens and claims of liens on materials furnished pursuant to the Contract Documents. Contractor hereby waives any right it may have in connection with the Work to file any liens, mechanics or otherwise. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien is filed or there is any reason to believe that any lien may be filed at any time during the progress of the Work or the duration of this Contract, the Owner may refuse to make any payment otherwise due the Contractor or withhold from any payment due to Contractor a sum sufficient in the opinion of the Owner to pay all obligations and expenses necessary to satisfy such lien or claim and completely indemnify the Owner against any such lien or claim unless and until Contractor shall furnish satisfactory evidence that the indebtedness and the lien in respect thereof, if any, has been satisfied, discharged and released of record or that the Contractor has caused such lien to be released of record if and as provided by law pending the resolution of any dispute between Contractor and the person filing such lien; and if such evidence is not furnished by Contractor to the Owner within a period of five (5) days after demand to do so, the Owner may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Owner from any sum payable to Contractor under the Contract Documents. Final Payment to Contractor may be withheld until the Work and the site(s) on which the Work is to be performed are free and clear of any and all liens or rights thereto arising because of Work performed or materials furnished under the Contract Documents. This Subparagraph 9.5.6 shall be specifically included in all subcontracts and Purchase Orders entered into by Contractor.

9.5.7 Pursuant to Oregon Revised Statutes ORS 279C.505, the Contractor shall make prompt payment, as due, to all persons supplying to the Contractor labor or material for the prosecution of the work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the Contractor incurred in the performance of the contract herein, not permit any lien or claims to be filed or prosecuted against the Owner on account of any labor or material furnished, and to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

9.5.8 Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payments of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with a "public contract", as defined in ORS 279A, as such claim become due, the proper official representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to come due the Contractor by reason of this Contract, but the payment of a claim in the manner authorized herein shall not relieve the Contractor or its surety from its or its obligation with respect to any unpaid claims.

#### 9.6 PAYMENTS WITHHELD

9.6.1 The Construction Project Manager and Architect may decline to certify payment and may withhold the Certificate in whole or in part, to the extent necessary to protect the Owner, if in their opinion they are unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Construction Project Manager and Architect are unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, they will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor, the Architect and the Construction Project Manager cannot agree on a revised amount, the Construction Project Manager and Architect will promptly issue a Certificate for Payment in the amount for which they are able to make such representations to the Owner. The Construction Project Manager and Architect may also decline to certify payment or any part thereof or, because of subsequent observations, they may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in their opinion to protect the Owner from loss because of:

- .1 defective work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments as required by the Contract to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be or has not been completed within the Contract Time or Specific Dates;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 liens filed or reason to believe it is probable a lien will be filed for any portion of the Work, as more specifically provided in Subparagraph 9.5.6; or
- .9 failure or refusal of the Contractor to fully comply with Division 1, Section 01 3200 of the General Requirements entitled "Schedules and Reports."

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

#### 9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not make payment to the Contractor within the time provided for elsewhere in the Contract Documents, or if no time is stated, within a reasonable time, after receipt of the Contractor's approved Application for Payment from the Construction Project Manager; and if the Contractor is not responsible for such failure; and if the Owner is otherwise not entitled under the Contract Documents or applicable law to withhold payment, Contractor shall give Owner written notice thereof within seven (7) days of such failure to make payment. Should the Owner fail, within fourteen (14) days of receipt of such notice from the Contractor, to make payment to Contractor or to specify, in writing, the justification for withholding or not making payment, Contractor may stop the Work until payment of the amount owing according to the Contract Documents has been received. In such event, the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order as provided herein. Should Owner specify to Contractor, within the fourteen (14) day period stated above, the basis for the Owner's refusal to make payment, such decision of the Owner shall be final and binding upon the Contractor unless the Contractor, within seven (7) days of the receipt of such writing from the Owner, notifies the Construction Project Manager.

#### 9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for the Owner a list of items to be completed or corrected and request in writing that the Work be inspected for Substantial Completion determination. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect and the Construction Project Manager, on the basis of an inspection, jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion, state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall not commence until the Date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Project Manager and the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or such portion thereof, as provided in the Contract Documents.

9.8.3 Should the Architect and the Construction Project Manager determine that the Work or the portion thereof designated by Contractor pursuant to Subparagraph 9.8.1 is not substantially complete, they shall provide the Contractor a written notice stating why the Work or designated portion thereof is not Substantially Complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Architect and the

Construction Project Manager perform a Substantial Completion inspection. Contractor shall pay Owner for all costs associated with such re-inspection by the Construction Project Manager and Architect.

9.8.4 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for the Substantial Completion payment, and except for the sum due for Final Completion and the retainage sum due after Final Completion.

#### 9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and the Construction Project Manager will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, they will jointly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.1.1 For Final Completion of the Work or designated portion thereof to be achieved, (1) Substantial Completion of the Work or designated portion thereof must have been achieved, (2) the Owner must have received a final certificate of occupancy and all other governmental approvals necessary and required for the Owner to occupy or utilize the Work or designated portion thereof for its intended purpose, or a temporary certificate of occupancy if Contractor is not responsible for the non-issuance of a final certificate of occupancy, (3) the Contractor must have submitted all warranties, operating and maintenance manuals, as-built drawings and Specifications, keys and other submittals required for the Work or designated portion thereof, and (4) the Contractor otherwise must have fully performed and completed all of its other obligations required for Final Completion under the Contract Documents with respect to the Work or designated portion thereof.

9.9.2 Neither final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens as required by Subparagraph 9.5.6 and the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) valid waivers of all construction lien claims by the Contractor and each Subcontractor in a form acceptable to the Owner, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

If any 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 any loss. If any such lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the Owner may be compelled to pay in discharging such lien or claim, including all costs and attorneys' fees. The Owner may withhold from final payment any sum that the Owner has reason to believe may be needed to satisfy any lien, claim or threat of lien arising out of the Work. The Owner may deduct from final payment an amount equal to any costs, expenses and attorneys' fees incurred by the Owner in removing or discharging any liens arising out of the Work. Payment of the retained percentage shall be in accordance with and subject to the conditions as set forth in ORS 279C.570.

9.9.3 If Owner, after a substantial portion of the work has been completed, finds that an unreasonable delay will occur in the completion of the remaining portion of the contract for any reason not the result of a breach thereof, it may, if the Contractor agrees, delete from the contract the remaining work and accept as final the improvement at the stage of completion then attained and may make payment in proportion to the amount of work accomplished.

9.9.4 The making of Final Payment shall not constitute a waiver of any claims by the Owner against the Contractor.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

9.10 LIQUIDATED DAMAGES

9.10.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), it shall pay the Owner, as liquidated damages, the sum specified in the Contract for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete the Work or designated portion thereof within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

9.10.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum specified in the Contract. This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above.

9.10.3 For the purposes of Liquidated Damages, the date of Final Completion shall be the date as stated in the Architect's letter to the Owner that the Project is finally complete.

9.11 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

9.11.1 Should the Work, or any portion thereof, be incomplete for Substantial Completion or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Work. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Work, nor shall the Contractor interfere in any way with said normal full use of the Work. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Work, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion. Such occupancy by the Owner does not, by itself, constitute Substantial Completion nor Final Completion.

ARTICLE 10  
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Owner, the Construction Project Manager and the Architect, or their agents, employees or representatives, are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.1.2 Any notice given to the Contractor by the Owner, the Construction Project Manager or the Architect of a safety or property protection violation will not; (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon Owner, Construction Project Manager or Architect to inspect or review Contractor's safety program or precautions or to enforce Contractor's compliance with the requirements of this Article 10; and (3) impose any continuing obligation upon Owner, Construction Project Manager or Architect to provide such notice to Contractor or any other person or entity.

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 all employees on the Work and all other persons who may be affected thereby;

- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

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

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

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 10.2.1.2 and 10.2.1.3, except damage or loss caused by the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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 its obligations under Paragraph 4.19.

10.2.6 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and monitoring of the Work to insure compliance with all applicable laws, ordinances, rules, regulations and lawful orders of public authority bearing on the safety of persons or protection of property. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### 10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

## ARTICLE 11 INSURANCE

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect it, the Owner, the Construction Project Manager and the Architect and their agents, representatives and employees from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts (with Workers' Compensation and Employers Liability Insurance in an amount not less than those necessary to meet the statutory requirements of the state(s) having jurisdiction over any portion of the Work;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of persons performing work or services or supplying materials for the Work;



- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 Without limiting the above, during the term of the Contract, the Contractor shall, at its own expense, purchase and maintain the following insurance with companies licensed to do business in the jurisdiction in which the Project is located and satisfactory to the Owner.

- 1. Workers' Compensation with limits as required by law.
- 2. Employer's Liability (Stop Gap) \$ 1,000,000
- 3. Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include contractual liability insurance for the indemnity provided under this contract. The \$2,000,000 Each Occurrence limit can be met by any combination of underlying General Liability and Umbrella or Excess coverage limits to meet the below requirements:

The following limits of insurance will be carried:

a.	Coverage	Limit
	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000 *
	Products-Completed Operations Aggregate	\$4,000,000*
	Personal & Advertising Injury	\$2,000,000
	Fire Damage (Any one Fire)	\$100,000
	Medical Expense	\$5,000

\*To apply on a per location basis

- 4. Comprehensive Automobile Liability covering all owned, non-owned, and hired automobiles ("Symbol 1"):
  - a. Combined Single Limit \$ 1,000,000
- 5. Umbrella coverage will also be required, and will apply over all primary liability policies including but not limited to coverages outlined in 2, 3, & 4 above.
  - a. Occurrence/Aggregate Limit Insert the greater of \$5,000,000 or dollar value equal to 25% of the Construction Budget
- 6. Administrative School District #1 – Bend LaPine Public Schools, its officers, directors, employees, Construction Project Manager, and Architect shall be named as additional insured on all liability policies, by endorsement. This additional insured coverage shall include completed operations.
- 7. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice the Bend-La Pine Schools. Any failure to comply with this provision will not affect the insurance coverage provided to the District.
- 8. As evidence of the insurance coverage required by this contract, including additional insured endorsement, the contractor shall furnish a Certificate of Insurance to Bend-La Pine Schools. No contract shall be effected until the required certificates have been received and approved by the District. A renewal certificate will be sent to the District 10 days prior to coverage expiration. Where noted above, copies of policy endorsements must be attached

| to all Certificates of Insurance. Note that certificates cannot change, modify or endorse insurance policies.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be primary and noncontributing to any insurance possessed or procured by the Owner, and limits of liability shall not be less than those set forth in the Special Conditions of this Contract.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.19.

11.1.4 The insurance required by Subparagraph 11.1 shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.

11.1.5 Before signing this Contract, or commencing work on any project or allowing any Subcontractor to commence work, the Contractor shall obtain all insurance required under this subparagraph. The Contractor shall maintain this insurance until Final Completion. Proof of insurance will be required prior to performing work under the warranty.

11.1.6 The service or services to be rendered under this contract are those of an independent contractor in accordance with ORS 670.600 and 670.605. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

11.1.7 The Contractor, its subcontractors, if any, and all employees providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than thirty days (30) in a calendar year. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage. This shall include Employers Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

11.1.8 Coverages provided by the Contractor must be underwritten by an insurance carrier deemed acceptable by the Owner. The Owner reserves the right to reject any or all insurance carrier(s) with an unacceptable financial rating.

#### 11.2 - PROPERTY INSURANCE

11.2.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. All contractors, subcontractors, and sub-subcontractors will be financially responsible for their own equipment, tools, machinery, and supplies during the course of this project. If not covered under the all risk insurance or other wise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit.

11.2.2 Any loss insured under Subparagraph 11.2.1 is to be adjusted with the Owner and made payable to the Owner as trustee for this insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.2.8. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to its Sub-subcontractor in similar manner.

11.2.3 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.2 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. With respect to the waiver of rights of recovery, the term Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, its consultants, employees and agents, including the Construction Project Manager and the Architect and their consultants, officers, employees and agents. The Contractor waives as against any separate contractor described in Article 6 all rights for damages caused by fire or other perils in the same manner as is provided above as against the

Owner. The Owner shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Contractor by any separate contractor and its Subcontractors and Sub-subcontractors.

11.2.4 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of its duties. It shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with a court order or award. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.2.5 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise agree. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.2.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, Contractor shall obtain the consent of the insurance company or companies providing the property insurance, by endorsement to the policy or policies. No insurance required by this Article 11 shall be canceled or lapsed on account of such partial occupancy or use.

11.2.7 In the event Contractor neglects, refuses or fails to provide the insurance required under the Contract Documents, or if such insurance is canceled for any reason, the Owner shall have the right but not the duty to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to Contractor.

11.2.8 Contractor will be responsible for a deductible carried by the Owner on Property Insurance policies referenced in 11.2.1. This deductible level will be \$25,000 per occurrence.

#### 11.3 EFFECT OF SUBMISSION OF CERTIFICATES

11.3.1 The Owner and Construction Project Manager shall be under no obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. The Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents.

#### 11.4 FAILURE OF COMPLIANCE

11.4.1 Should the Contractor fail to provide and maintain in force any and all insurance, or insurance coverage required by the Contract Documents or by law, or should a dispute arise between Owner and any insurance company of Contractor over policy coverage or limits of liability as required herein, the Owner shall be entitled to recover from the Contractor all amounts payable, as a matter of law, to Owner or any other parties, including but not limited to the Construction Project Manager and the Architect, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Contractor or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Contractor is responsible as a matter of law.

### ARTICLE 12 CHANGES IN THE WORK

#### 12.1 CHANGES IN THE WORK

12.1.1 The Owner may, at any time, without notice to the sureties and without invalidating the Contract, by written order designated or indicated to be a Change Order, make any Change in the Work within the general scope of the Contract, including, but not limited to Changes:

- .1 in the Specifications and the Drawings,

- .2 in the sequence, method or manner of performance of the Work,
- .3 in the Owner-furnished facilities, equipment, materials, services or site, or
- .4 directing acceleration in the performance of the Work.

12.1.2 Any other written order (which terms as used in this Subparagraph shall include direction, instruction, interpretation or determination) from the Owner, the Construction Project Manager or the Architect which causes any such change, shall be treated as a Change Order under this subparagraph, provided that the Contractor gives the Construction Project Manager prompt, written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a Change Order.

12.1.3 Except as provided in Subparagraphs 12.1.1 and 12.1.2, no order, statement, or conduct of the Owner, the Construction Project Manager or the Architect shall be treated as a change or entitle the Contractor to an equitable adjustment hereunder.

12.1.4 If any change under this Paragraph 12.1 causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, including work not affected directly by the change, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective Specifications, no claim for any Change under Subparagraph 12.1.2 shall be allowed for any costs incurred more than seven (7) days before the Contractor gives the Construction Project Manager written notice as therein required.

12.1.5 If the Contractor intends to assert a claim for an equitable adjustment under this Article, it must, within twenty (20) days after receipt of a written Change Order under Subparagraph 12.1.1 above or the furnishing of a written notice under Subparagraph 12.1.2, submit to the Construction Project Manager a written statement setting forth the general nature and approximate cost of such claim, unless this period is extended by the Construction Project Manager. The statement of claim hereunder may be included in the notice under Subparagraph 12.1.2 above.

12.1.6 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

12.1.7 The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways (subject to DJ-AR 49-0910):

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data as the Construction Project Manager may require to permit evaluation. At a minimum, the Contractor shall submit an itemized breakdown of the cost and/or time required by the Change in the Work including, but not limited to, the following:
  - .a Material quantities and costs.
  - .b Direct labor hours and hourly rates for specific work or operation to be performed.
  - .c Equipment costs or rental charges.
  - .d Specified overhead and profit markup as identified in Subparagraph 12.1.10.
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties plus a stipulated fixed or percentage fee; or
- .4 by the method provided in Subparagraph 12.1.12.

12.1.8 For the purposes of Subparagraph 12.1.7, cost shall be limited to the following: cost of materials and equipment, including cost of delivery; cost of in-field labor not including project staff or supervision, including Social Security, payroll taxes, fringe benefits, unemployment insurance and workers' compensation insurance; rental rate of and fuel for power tools and equipment not normally on the project.

12.1.9 For the purposes of Subparagraph 12.1.7, overhead shall include the following: project insurance, taxes, bond premiums, general administration, supervision which includes project managers and staff not completing direct material work in the field, superintendence, general foremen, wages of time-keepers, watchmen and clerks, small tools, incidentals, general office expense, home office overhead, project office overhead and expenses, and all other expenses not included in "cost."

12.1.10 For the purposes of Subparagraph 12.1.7, combined overhead and profit included in the total cost to the Owner for any Change shall not exceed the rates set forth in the following schedule:

- .1 for the Contractor, for work performed by its own forces, 15% of cost;
- .2 for each Subcontractor involved, work performed by Subcontractor forces, 15% of the cost; and
- .3 for the Contractor, for work performed by Subcontractors;

9% of total subcontractor costs if total subcontractor costs are less than \$5,000, and

7% of total subcontractor costs if total subcontractor costs are equal to or greater than \$5,000

This shall also apply for overhead and profit to the Subcontractor for its Sub-subcontractors.

12.1.11 If the net value of a Change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials and equipment.

12.1.12 If none of the methods set forth in Subparagraph 12.1.7.1, is agreed upon, the Contractor, provided it receives a written order signed by the Construction Project Manager, shall promptly proceed with the Work involved. The cost of such Work shall then be determined subject to DJ-AR 49-0910 by the Construction Project Manager on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, the stipulated allowance for overhead and profit. In such case, and also under Subparagraphs 12.1.7.3 and 12.1.7.4 above, the Contractor shall keep and present, in such form as the Construction Project Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, payroll taxes, unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; and rental value of equipment and machinery. Pending final determination of cost by the Owner, payments of account shall be made on the Certificate for Payment issued by the Construction Project Manager and the Architect.

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

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

12.1.15 Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

12.1.16 The amount payable to the Contractor under this Contract, the Contract Time and the date required for performance of any part of the Work may be changed only by a written Change Order to this Contract.

12.1.17 In the event that the Contractor fails to submit its proposal within the designated period of time or in the event that the parties are unable to agree as to the reasonable cost and time to perform the Change in or addition to the Work based upon the Contractor's Proposal and the Construction Project Manager and Owner do not elect to have the Change in the Work performed on a time and material basis, the Owner and Construction Project Manager shall make a unilateral determination of the reasonable cost and time to perform the Change in the Work, based upon their own estimates, the Contractor's submission or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by the Construction Project Manager and the Owner and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the Owner within twenty (20) days of the issuance of the Change Order. Owner has the right to direct in writing the Contractor to perform the Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Change in the Work and/or any pending protests, shall not relieve that Contractor from performing the Change in the Work promptly and expeditiously.

## 12.2 CLAIMS FOR ADDITIONAL COST

12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, it shall give the Construction Project Manager written notice thereof within seven (7) days after the occurrence of the event giving rise to such

claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No claim shall be valid unless so made. Contractor hereby waives all claims not so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order, subject to DJ-AR 49-0910.

12.2.2 If the Contractor claims that additional cost is involved because of, but not limited to, any written interpretation pursuant to Subparagraph 3.2.17, the Contractor shall make such claim as provided in Subparagraph 12.2.1.

#### 12.3 DISPUTES REGARDING CHANGES.

12.3.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

#### 12.4 AUDIT RIGHTS

12.4.1 With respect to any Change in the Work resulting in an increase in the Contract Sum, the Contractor shall afford (and shall require its Subcontractors to afford) access to the Owner at all reasonable times to any books, correspondence, instructions, receipts, vouchers, memoranda and records of any kind relating thereto, all of which shall be maintained by the appropriate parties for a period of at least two (2) years from and after the date the Owner makes payment on account of such Change in the Work. The Contractor authorizes the Owner (and shall require its Subcontractors to authorize the Owner) to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner under this Article, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects.

#### 12.5 MINOR CHANGES IN THE WORK

12.5.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

#### 12.6 DIFFERING SITE CONDITIONS

12.6.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, it shall immediately give notice to the Construction Project Manager of such conditions before they are disturbed. The Construction Project Manager and the Architect shall thereupon promptly investigate the conditions and if it finds that they materially differ from those shown on the drawings or indicated in the specifications, the Architect shall at once make such changes in the drawings and/or specifications as it may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner, Construction Project Manager nor the Architect shall be liable or responsible for additional work, costs or changes to the Work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review.

#### 12.7 GENERAL PROVISIONS RELATED TO CHANGES

12.7.1 The Contractor shall not be entitled to any amount of indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 12, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of reasonable delays, interferences, suspensions, changes in sequence or the like, arising from the performance of any and all changes in the Work performed pursuant to this Article 12. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. This provision shall not preclude recovery by Contractor for damages for unreasonable delays, interferences, suspensions, changes

in sequence or the like that are caused by the acts or omissions of the Owner or persons acting for the Owner pursuant to the provisions of the Contract.

ARTICLE 13  
TERMINATION OF THE CONTRACT

13.1 TERMINATION BY THE CONTRACTOR

13.1.1 The Contractor shall have the right to terminate the contract only upon those conditions and with such rights as are set forth in ORS 279C.

13.2 TERMINATION FOR CONVENIENCE OF OWNER

13.2.1 The Owner may, at any time upon ten days' written notice to the Contractor and Contractor's surety, terminate (without prejudice to any right or remedy of the Owner) the whole or any designated portion of the Work for the convenience of the Owner.

13.3 DEFAULT TERMINATION

13.3.1 The Owner may, upon ten (10) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the whole or any portion of the Work required by the Contract Documents in any one of the following circumstances:

- .1 if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure the Substantial Completion of the Work within the Contract Time;
- .2 if the Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
- .3 if the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 if the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- .5 if the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- .6 if the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- .7 if the Contractor substantially violates any provision of the Contract Documents.

The right of the Contractor to proceed shall not be so terminated under this Paragraph 13.3 because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Subcontractors as set forth in Subparagraph 8.3.3.

13.3.2 If, after Contractor has been terminated for default pursuant to this Paragraph 13.3, it is determined that none of the circumstances set forth in Subparagraph 13.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 13.2.

13.4 ALLOWABLE TERMINATION COSTS

13.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 13.2, then the Owner shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Subparagraph 13.4.2, plus a markup of ten percent on the actual fully accounted costs recovered under 13.4.2; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

13.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 13.2, the Owner shall pay the Contractor the amounts determined by the Construction Project Manager as follows:

- .1 an amount for supplies, services, or property accepted by the Owner pursuant to Subparagraph 13.5.1.6 (or sold or acquired pursuant to Subparagraph 13.5.1.7) and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such

- supplies or services computed in accordance with the Price or Prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
- .2 the total of:
- (1) the cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Subparagraph 13.4.2.1 or 13.4.2.2(2),
  - (2) the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Subparagraph 13.5.1.5, which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under (1) above, and
  - (3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this Contract.

13.4.3 The total sum to be paid to the Contractor under this Paragraph 13.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, by the Contract Price of Work not terminated and as otherwise permitted by this Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Subparagraph 13.4.3, the fair value, as determined by the Construction Project Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Subparagraph 13.5.1.7.

13.4.4 If the Owner terminates in whole or in any part of the Work pursuant to Paragraph 13.3, then the Owner may procure, upon such terms and in such manner as the Construction Project Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated hereunder.

### 13.5 GENERAL TERMINATION PROVISIONS

13.5.1 After receipt of a Notice of Termination from the Owner, pursuant to Paragraph 13.2 or 13.3, and except as otherwise directed by the Construction Project Manager, the Contractor shall:

- .1 stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
- .2 place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- .3 terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- .4 assign to the Owner in the manner, at the times and to the extent directed by the Construction Project Manager, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Construction Project Manager, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- .6 transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent, if any, directed by the Construction Project Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated:
  - (1) the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination, and



- (2) the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Construction Project Manager, any property of the types referred to in Subparagraph 13.5.1.6; provided, however, that the Contractor:
  - (1) shall not be required to extend credit to any buyer, and
  - (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Construction Project Manager; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Construction Project Manager may direct;
- .8 take such action as may be necessary, or as the Construction Project Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

13.5.2 The Contractor shall, from the effective Date of Termination until the expiration of three years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Construction Project Manager, photographs, micro-photographs or other authentic reproductions thereof.

13.5.3 In arriving at any amount due the Contractor pursuant to Paragraph 13.4, there shall be deducted:

- .1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;
- .2 any claim which the Owner may have against the Contractor;
- .3 such claim as the Construction Project Manager determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- .4 the agreed price for, or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Subparagraph 13.5.1.7, and not otherwise recovered by or credited to the Owner.

13.5.4 If the termination, pursuant to Paragraph 13.2, be partial, the Contractor may file with the Construction Project Manager a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause must be asserted within six months from the effective date of the Notice of Termination.

13.5.5 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 13.4.

13.5.6 The Owner may, at its option and Contractor's expense, have costs reimbursable under Paragraph 13.4 audited and certified by independent certified public accountants selected by the Owner.

13.5.7 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 13.

END OF SECTION

REFERENCE:

"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," consist of the General Conditions of the Contract (Section 00 7000) and are further revised and supplemented by the provisions of these Supplementary General Conditions of the Contract, hereinafter called the "Supplementary General Conditions." The General Conditions and the Supplementary General Conditions are applicable to all of the Work under this Contract and shall apply to the Contractor, and to all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions.

PUBLIC CONTRACTING PROVISIONS

In accordance with OAR 137-049-0200, the following contract provisions are required by Oregon law:

- (1) Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or materials for the performance of the work provided for in this agreement. [ORS 279C.505(1)(a)]
- (2) Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred on the performance of the agreement. [ORS 279C.505(1)(b)]
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials. [ORS 279C.505(1)(c)]
- (4) Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(1)(d)]
- (5) Contractor shall demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) For demolition, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) For lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or Subcontractor by any person in connection with the agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this agreement. [ORS 279C.515(1)]
- (9) If Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from the contracting agency or a contractor, the Contractor or Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor or Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]
- (11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases

of agreements for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

- (a)(i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (a)(ii) For all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is four consecutive days, Monday through Friday; and
  - (b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- [ORS 279C.520 (1)]

(12) Employer must give notice in writing to employees either at the time of hire or before commencement of work on the agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520 (2)]

(13) Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services. [ORS 279C.530 (1)]

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

(15) The specifications contain the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that must be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by the Contractor or Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this agreement. [ORS 279C.830 (1)(a)]

(16) Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. Current prevailing wage rates can be viewed at [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) [ORS 279C.830(1)(c)]

(17) The Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

(a) Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require each Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

[ORS 279C.830 (2)]

(18) Contractor must include in each subcontract for property or services the Contractor enters into with a first-tier subcontractor, including a material supplier:

(a) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the District pays to the Contractor under the contract.

(b) A clause that requires the Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the Contractor.

(c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

- (d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the District, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract as required above.
- (e) A clause that requires the first-tier subcontractor to include, in all of the first-tier subcontractor's subcontracts with each lower-tier subcontractor or supplier, payment and interest penalty clauses that conform to the standards of paragraphs (a)-(d) of this Section (18). [ORS 279C.580(3)]
- (19) Contractor, or a first-tier subcontractor, is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or the first-tier subcontractor did not receive payment from the District or Contractor, as applicable, when payment was due. The interest penalty:
- (a) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
  - (b) Is computed at the rate of nine percent per annum. [ORS 279C.580(3)]
- (20) A person claiming to have supplied labor or materials for the performance of the work under this contract has a right of action on Contractor's payment bond only if the person gives written notice of the claim to Contractor and the District as provided in ORS 279C.605. [ORS 279C.605]

#### LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

In accordance with ORS 279C.525, the following is a list of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Work.

- 1 Federal Agencies
  - Agriculture, Department of
    - Forest Service
    - Soil Conservation Service
  - Defense, Department of
    - Army Corps of Engineers
  - Energy, Department of
    - Federal Energy Regulatory Commission
  - Environmental Protection Agency
  - Health and Human Services, Department of
  - Housing and Urban Development, Department of
    - Solar Energy and Energy Conservation Bank
  - Interior, Department of
    - Bureau of Land Management
    - Bureau of Indian Affairs
    - Bureau of Reclamation
    - Geological Survey
    - U.S. Fish and Wildlife Service
  - Labor, Department of
    - Mine Safety and Health Administration
    - Occupation Safety and Health Administration
  - Transportation, Department of
    - Federal Highway Administration
    - Coast Guard
- 2 State Agencies
  - Agriculture, Department of
    - Soil and Water Conservation Districts
  - Energy, Department of
  - Environmental Quality, Department of
  - Fish and Wildlife, Department of

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

Forestry, Department of  
Geology and Mineral Industries, Department of  
Human Services, Department of  
Insurance Division (Department of Consumer and Business Services)  
Land Conservation and Development Commission  
Parks and Recreation, Department of  
State Engineer  
State Lands, Department of  
Water Resources Department

3     Local Agencies

City Councils  
County Courts  
County Commissioners, Board of  
Design Commissions  
Historical Preservation Commission  
Planning Commissions

END OF SECTION

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Requirements.
- B. Work Covered by Contract Documents.
- C. Contractor Use of Premises.
- D. Related Work by Owner.
- E. Owner Furnished Products.
- F. Contractor Designed Elements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. General

- 1. The Work shall be providing all supplies, tools, equipment, scaffolding, transportation, utilities, service, superintendence, labor, and the furnishing of all materials, items, and accessories needed for the W.E. Miller School Existing Fire Alarm Replacement.
- 2. The intent of the Contract Documents is that a single Contractor completes the project including the furnishing of all supervision, material, labor and equipment to provide complete and operative systems.
- 3. All on-site work, including demolition, installation and final cleaning is required to be completed during the regularly scheduled hours. Contractor is to coordinate work to accommodate the continuous operation of the adjacent streets and utilities, without interruption or hindrance.

B. Description

- 1. Administrative School District #1: The Project Consists of Replace W.E. Miller School Existing Fire Alarm Systems with new Potter Voice Evac System.
- 2. The Contractor shall provide for all scheduling, coordination, cutting and patching and all other items required by the contract Documents to complete the Work and provide complete operational systems.

C. No officer or employee of Administrative School District No. 1 has any authority to place any interpretation, either verbal or written, upon the contents and description of work included in the Contract Documents.

D. Prior to bidding, the Contractor shall visit the site and fully inform himself of the areas in which work is to take place, including the limits of area allowed for working conditions, the areas limited for access to the work, and the areas available for the delivery and storage of new material. Access to each site is to be coordinated by, and at the convenience of, the Owner and the building occupants. To arrange access to the site, please call 541-355-1170. :

E. The Contractor represents that he has carefully examined prior to bidding, all Contract Documents and site conditions, understanding the character, quality and quantity of work called for and all conditions of the contract.

1.03 CONTRACTOR'S USE OF PREMISES

- A. The Contractor's work limits are as indicated on the Drawings.
- C. Contractor shall limit his use of premise for Work and for storage to allow for:
  - 1. Owner occupancy and operations.
  - 2. Public use.
  - 3. Coordinated use of premises under direction of the Owner.

4. Full responsibility for protection and safekeeping of products under this Contract stored at Site.
  5. Moving stored products, under Contractor's control, which interfere with operations of Owner or separate Contractor.
  6. Obtaining and paying for use of additional storage or work areas needed for operations.
  7. Conformance to fire/life/safety requirements and fire equipment access.
  8. Worker vehicle parking on-site.
  9. Storage of all materials required for the project on-site.
- D. Construction Operations:
1. Do not unreasonably encumber Site and Structure with materials or equipment.
  2. Do not load structure with weight that will endanger structure.
  3. Contractor shall direct all construction vehicle and delivery traffic along an access route as approved by the Owner.
- 1.04 EXCESSIVE NOISE
- A. Minimize noise during working hours. Notify Owner at least 24 hours prior to any necessary excessive noise. Comply with Owner's instructions.
- 1.05 OWNERS SALVAGED MATERIALS
- A. The owner may salvage selective items in good condition that are removed during the demolition phase. Contractor to schedule a pre-demolition walk-thru with the Owner, including the maintenance and technology departments, is to allow the Owner the opportunity to review demolished materials and equipment to determine which items are to be salvaged.
- B. Contractor is to relocate salvaged items to an on-site storage location as directed by the Owner for reclamation by Administrative School District No 1.
- C. Contractor is to dispose off-site all materials and equipment not selected by the Owner for salvage, in a manner approved and authorized by all State, County, City and all other Governing Agencies.
- 1.06 RELATED WORK BY OWNER OR OTHERS
- A. NIC & OFOI Items: If applicable, items designated on the Drawings and/or described in the Project Manual as "NIC" (Not in Contract) or "OFOI" (Owner Furnished and Owner Installed) are not included in the Contract.
- B. Contractor's Responsibilities:
1. Designate delivery date for each portion of the Work in the Progress Schedule.
  2. Storage of products if requested.
  3. Coordinate installation with the Progress Schedule.
  4. Provide all preparatory work necessary for proper installation including blocking and backing and finish work including caulking, grouting, furring, preparation of subfloors for finish flooring materials, and painting adjacent surfaces as required for NIC or OFOI equipment.
- 1.07 OWNER-FURNISHED PRODUCTS
- A. OFCI Items: If applicable, items designated on project Drawings and/or described as "OFCI" (Furnished by Owner and installed by Contractor).
- B. Owner's Responsibilities for OFCI Equipment:
1. Arrange for delivery of shop drawings, product data, samples, manufacturer's instructions, and certificates to Contractor.
  2. Deliver supplier's bill of materials to Architect for review.

3. Arrange and pay for delivery to site in accordance with Progress Schedule.
4. Inspect deliveries jointly with Contractor.
5. Submit claims for transportation damage.
6. Arrange for replacement of damaged, defective, or missing items.
7. Arrange for manufacturers' field services; arrange for and deliver manufacturers' warranties and bonds to Contractor.

C. Contractor's Responsibilities:

1. Designate submittals and delivery date for each product in Progress Schedule.
2. Review shop drawings, product data, samples, and other submittals. Submit to Architect with notification of any observed discrepancies or problems anticipated due to non-conformance with Contract Documents.
3. Receive and unload products at site.
4. Inspect deliveries jointly with Owner, record shortages and damaged or defective items.
5. Handle products at site, including uncrating and storage.
6. Protect products from damage and from exposure to elements.
7. Coordinate, provide and install appropriate backing for connections.
8. Assemble, install, connect, adjust, and finish products as stipulated in respective specification sections.
9. Provide installation inspections required by public authorities.
10. Clean, repair, or replace items damaged by Contractor.
11. Remove and dispose of crating and packing materials for Owner-furnished materials and equipment delivered to the site.

1.08 CONTRACTOR DESIGNED ELEMENTS

A. Where work of this Contract requires bidder design, comply with following requirements.

1. Submit Shop Drawings and Calculations to Architect for review.
2. Submit Shop Drawings and Calculations to City or County for approval and permits.
3. All Shop Drawings and Calculations shall be stamped by Registered Architect or Engineer licensed in State of Oregon.

1.09 EXISTING UTILITIES

- A. Utilities of record are shown on the Drawings insofar as possible to do so. These, however, are shown for convenience only and the Owner and Architect assume no responsibility for improper locations or failure to show utility location on the Drawings. The Contractor is responsible for determining the location of all existing utilities (whether shown or not) prior to commencing work. At Contractor's expense, immediately repair and restore operation of any utilities damaged during construction; conform to utility company's repair requirements.

1.10 OBJECTIONS TO APPLICATION OF PRODUCTS

- A. All Contractors submitting a bid for this Project shall thoroughly familiarize themselves with specified products and installation procedures and submit to Design Consultant any objections (in writing) no later than seven (7) days prior to Bid Date. Submittal of Bid constitutes acceptance of products and procedures specified.

1.11 MISCELLANEOUS

A. Work includes, but is not limited to:

1. Maintaining pedestrian and vehicular access to and around existing facilities.
2. Not encumbering site access with materials or equipment.
3. Obtaining and paying for use of additional storage or work areas needed for operations.
4. Contractor is responsible for controlling dust, sedimentation, and erosion on site. Wind born dust is to be controlled by continuous watering of disturbed ground. Erosion and



SECTION 01 1000  
SUMMARY OF THE WORK

01 1000-4

sedimentation control are to be provided in compliance with City of Bend ordinances and Department of Environmental Quality regulations. Sedimentation is not allowed to leave the site. Standing water is not to be allowed in such a capacity to hinder construction operations or emergency vehicle access and operations.

PART 2 – PRODUCTS  
Not Used

PART 3 – EXECUTION  
Not Used

END OF SECTION

PART 1 GENERAL

1.01 ALTERNATIVE BID ITEMS

- A. Alternates are described throughout the Contract Documents (Drawings and Specifications). Procedures for recording and noting alternate bid items are indicated in Sections 00 2113 and 00 4100 of the General Conditions. Contractor shall note description of alternate bid items and provide an individual separate price, which includes all costs necessary to add or deduct the cost of said bid item from the Base Bid price. Both additive and deductive bid alternates are indicated on the Drawings and Specifications.
- B. The Owner reserves the right to accept any one, all, or none of the alternate bid items. The determination of the lowest bonafide bid will include an evaluation of alternates to be accepted by the Owner.
- C. In preparing his price for each alternate bid item, the Contractor shall include all costs necessary to provide and install complete and in operating order in accordance with Contract Documents, and as indicated in the General Requirements and General Conditions, all component parts necessary to add or deduct each alternate bid item individually.
- D. Bidding Requirements:
  - 1. Refer to the Bid Form (Section 00 4100) to list all appropriate costs attributed to the alternates described in this section.
  - 2. The alternate bid items are clearly described in the Contract Documents. It is the responsibility of the bidding Contractor to realize that described or inferred adjustments may be necessary due to the acceptance or rejection of alternate bid items. All alternate bids are to be complete bids.
  - 3. Additive alternates are all inclusive of the additional work described.
  - 4. Deductive alternates include all work necessary to provide and install materials necessary to finish the affected system or area.
- D. Following are the descriptions of the alternate bid items. The Contractor shall note on the Bid Form clearly whether each individual item is additive or deductive in the space provided:

1.02 DESCRIPTION OF ALTERNATES

- A. ALTERNATE NO. 1 - N/A
- B. ALTERNATE NO. 2 - N/A
- C. ALTERNATE NO. 3 - N/A

1.03 DESCRIPTION OF UNIT PRICES

Not Used

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Substitutions During Bidding: Instructions to Bidders.
- B. Shop Drawings, Product Data, Samples: General Conditions and Section 01 3300.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named.
- C. For products specified "Basis of Design," use the product specified or follow the procedure outlined below for approval of different products.
- D. If products or manufacturers are not named in the specified sections, contractors shall follow the procedure outlined below for approval.

1.03 SUBSTITUTIONS

- A. During bidding, the Architect will consider requests for substitutions only when received on the form provided as pages 01 2500-3 & 4. No request will be considered unless received seven (7) days prior to the time and date set for the receipt of bids. Requests for substitutions after the bid date will be only considered if in conformance to specified section 01 2500-1.06. All Substitution Requests shall be submitted electronically.
- B. In connection with the use of any substitute item approved by the Architect it shall be in the Contractor's responsibility to see that such items meet all space requirements, and that any alterations to connecting items necessitated by use of the alternate items are properly made, at no increase in cost to the Owner.
- C. Specific reference in the specifications to any article, device, product, materials, form or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- D. In making request for substitution, Bidder/Contractor represents:
  - 1. They have personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - 2. They will provide the same guarantee for substitution as for product or method specified.
  - 3. They will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects at no additional cost to Owner.
  - 4. They waive all claims for additional costs or time extensions related to substitution which consequently becomes apparent.
  - 5. They will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. In order to allow the fullest competition, consistent with the Owner's interests, the Architect will give consideration, prior to submission of proposals, to requests for approval of products and materials competitive with and similar to those specified by proprietary name.
- F. To be considered and in order to facilitate review of requests for approval of substitutions for specified products or materials, all such requests shall be made in writing on the form included as a part of this section.
- G. Should any proposed product substitution require any redesign work to accommodate the substitute product, costs for such re-design work shall be included in the Bid amount and shall be paid to the Owner in the required re-design work.

1.04 ARCHITECT'S OPTIONS

- A. Architect will be sole judge of acceptability of any proposed substitution – unless products have been specifically designated as non-substitutable by the Owner.
- B. Only listed products in this Project Manual or approved substitutions may be used on Contract Work.
- C. Each request for substitution approval shall include:
  - 1. Identity of product for which substitution is requested; include specification page and paragraph number.
  - 2. Identity of substitution; include complete product description, drawings, photographs performance and test data, and any other information necessary for evaluation.
  - 3. Quality comparison of proposed substitution with specified product.
  - 4. Changes required in other work because of substitution.
  - 5. Effect on construction progress schedule.
  - 6. Cost comparison of proposed substitution with specified product.
  - 7. Any required license fees or royalties.
  - 8. Availability of local maintenance service.
  - 9. Source of replacement materials.

1.05 DURING BIDDING PERIOD

- A. No request for substitution approval will be considered unless a written request in triplicate has been submitted on Standard Form bound hereinafter, and has been received by Architect seven (7) days prior to the time and date set for receipt of bids.
- B. Request submitted without self-addressed and stamped envelope will not be individually acknowledged.

1.06 AFTER CONTRACT AWARD

- A. Approval will be granted by the Owner only when:
  - 1. Specified product cannot be delivered without project delay, or
  - 2. Specified product has been discontinued, or
  - 3. Specified product has been replaced by superior product, or
  - 4. Specified product cannot be guaranteed as specified, or
  - 5. Product will not perform properly, or
  - 6. Specified product will not fit within designated space, or
  - 7. Specified product does not comply with governing codes or regulations, or
  - 8. Substitution determined by the Owner to be in his best interest.

TO:

Daniel Bogaert  
Bend-La Pine School District  
501 NW Bond St.  
Bend, OR 97703

**PROJECT NAME: W.E. Miller School Existing Fire Alarm Replacement**

We hereby submit for consideration, the following product instead of specified item for above project:

Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_

Specified Item \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Attach complete dimensional information and technical data including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or specifications, which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to provide equal quality, performance, and appearance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall be indicated.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitutions do not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The proposed substitution will have no affect on applicable codes.
6. The manufacturer's guarantee or warranties of proposed product is equivalent to; or exceeds that of the specified product.
7. Proposed substituted item will match all sizes, profiles, specifications and colors of item originally specified.

List of names and location of three similar projects on which product was used, date of installation, and Architect's name and phone number.

Project No. 1: \_\_\_\_\_

Project No. 2: \_\_\_\_\_

Project No. 3: \_\_\_\_\_

**CERTIFICATION OF EQUAL  
PERFORMANCE AND  
ASSUMPTION OF LIABILITY  
FOR EQUAL PERFORMANCE**

UNDERSIGNED ATTESTS THAT  
FUNCTION AND QUALITY ARE  
EQUAL TO OR SUPERIOR TO  
SPECIFIED ITEMS.

**FOR USE BY ARCHITECT:**

\_\_\_\_\_ Accepted \_\_\_\_\_ Accepted as Noted  
\_\_\_\_\_ Not Accepted \_\_\_\_\_ Received Too Late

By: \_\_\_\_\_

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature : \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Date : \_\_\_\_\_

Above signature must be by person having authority to  
legally bind his firm to the above terms.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

END OF SECTION

PART 1 - GENERAL

1.1 RESPONSIBLE PARTIES

- A. Immediately following Contract execution, Owner and Contractor shall identify who, within their respective organizations, will be responsible for executing Change Orders. Architect, Contractor and Owner shall each separately maintain a log of all COR's, RFP's and RFI log, however, Contractor will maintain the official COR's, RFP's and RFI log.

1.2 RELATED SECTIONS

- A. General and Supplementary Conditions
- B. Section 01 2500: Product Substitutions
- C. Section 01 3000: Electronic Management Procedures
- D. Section 01 3200: Construction Progress Schedules
- E. Section 01 7800: Contract Closeout
- F. Section 01 7839: Project Record Documents

1.3 DEFINITIONS

- A. Proposal Request:
  - 1. Means request from Architect to Contractor for changes to Contract sum and/or Contract Time for proposed changes to the Work.
- B. Change Order:
  - 1. See General Conditions.
- C. Construction Change Directive:
  - 1. Means written order to Contractor executed on AIA Form G713 or other similar form designated by the Owner, and signed by Owner and Architect, which amends Contract Documents as described, and authorizes Contractor to proceed with change affecting Contract Sum and/or Contract Time, for inclusion in subsequent Change Order.
- D. Architect's Supplementary Instructions
  - 1. Means written order, instruction, or interpretation to Contractor, executed on AIA Form G710 or other similar form designated by Architect, and signed by Architect, which authorizes minor changes in Work not altering Contract Sum and/or Contract Time.
- E. Request for Interpretation (RFI):
  - 1. See Section 00 9300: Requests for Interpretation

1.4 OWNER OR ARCHITECT INITIATED CHANGES

- A. Requests will include:
  - 1. Detailed description of change, including change location and products.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. When appropriate, projected time span for making change, and specific statement as to whether or not overtime work is authorized.
  - 4. When appropriate, specific time period during which request price will be considered valid
- B. Such request is for information only, and is not an instruction or authorization to execute the change or an order to stop Work in progress.

1.5 CONTRACTOR INITIATED CHANGES



A. Requests shall include

1. Description of proposed change
2. Statement of reason for making change
3. Statement of effect upon Contract Sum and Contract Time
4. Statement of effect upon work of other Contractors
5. Statement of effect upon work by Owner
6. Documentation supporting any change to Contract Sum and/or Contract Time

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. In lieu of Proposal Request, Architect may issue Construction Change Directive for Contractor to proceed with change for subsequent inclusion in future Change Order.
- B. Directive will describe Work changes with attachments of revised Contract Documents defining details of change, and designating any changes in Contract Sum and/or Contract Time.
- C. Owner and Architect will sign and date Construction Change Directive as authorization for Contractor to proceed with changes.
- D. Upon receipt of the Construction Change Directive the Contractor shall proceed with the work as directed.

1.7 DOCUMENTATION OF PROPOSALS & CLAIMS

- A. Support quotation for each Proposal with sufficient substantiating data to allow Architect to evaluate quotation.
- B. When requested by Architect, submit the following Cost and Time data:
  1. Labor required
  2. Equipment required
  3. Products required
    - a. Quantity required
    - b. Purchase source
    - c. Unit cost
  4. Credit for deleted Work, similarly documented
  5. Overhead and profit
  6. Justification for any change in Contract Time
- C. Support each claim for additional cost, and for work done on time-and-material/force account basis with documentation as required for lump-sum proposal, plus the following information:
  1. Name of Owner's authorized agent who ordered work, and date of order.
  2. Dates and times of work performed, and by whom.
  3. Time records, including summary of hours worked, and hourly rates paid.
- D. Support all costs of Requests or Claims as outlined in Article 12 of the General Conditions of the Contract.

1.8 PREPARATION OF CHANGE ORDERS

- A. Architect will prepare each Change Order.
- B. Change Order Form: AIA Document G-701.
- C. Change Order will describe Work changes with attachments of any revised Contract Documents, which define Change details.
- D. Change Order will adjust Contract Sum and/or Contract Time.

1.9 LUMP-SUM/FIXED PRICE CHANGE ORDERS

- A. Change Order contents will be based on, either:
  - 1. Architect's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
  - 2. Contractor's Change Proposal as recommended by Architect, and as mutually agreed between Owner and Contractor.
- B. Owner and Architect will sign and date Change Order as authorization for Contractor to proceed with Changes.
- C. Contractor shall sign and date Change Order to indicate agreement with specified terms.

1.10 UNIT PRICE CHANGE ORDERS

- A. Change Order contents will be based on, either:
  - 1. Architect's definition of required changes.
  - 2. Contractor's Change Proposal as recommended by Architect
  - 3. Survey of completed work.
- B. Unit Price amounts shall be, either:
  - 1. Those stated in Agreement, if any.
  - 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of Items affected by Change Order can be determined prior to start of work:
  - 1. Owner and Architect will sign and date Change Order as authorization for Contractor proceed with changes.
  - 2. Owner and Architect will sign and date Change Order to indicate agreement with specified terms.
- D. When quantities of Items affected by Change Order cannot be determined prior to start of work:
  - 1. Architect or Owner will issue Construction Change Authorization directing Contractor to proceed with change on basis of unit prices, and will cite applicable unit prices.
  - 2. At change completion, Architect will determine work cost based upon agreed unit prices and quantities used.
  - 3. Contractor shall submit documentation to establish quantities of units or each Item and any claim for change in Contract Time.
  - 4. Owner and Contractor will sign and date Change Order to indicate their agreement with specified terms.

1.11 TIME & MATERIAL & FORCE ACCOUNT CHANGE ORDERS

- A. Architect and Owner will issue Construction Change Authorization directing Contractor to proceed with changes according to the process defined in the General Conditions.
- B. At Change completion, Contractor shall submit itemized accounting of change with supporting data as specified above in "Documentation of Proposals and Claims."
- C. Architect will determine allowable cost of such work, as provided in Contract Conditions.
- D. Architect will sign and date Change Order to establish change in Contract Sum and/or Contract Time.
- E. Owner and Contractor will sign and date change order to indicate their agreement with specified terms.

1.12 CORRELATION OF CHANGE ORDERS WITH CONTRACTOR'S OTHER SUBMITTALS

- A. Revise Schedule of Values and subsequent Request for Payment Forms to record each Change as separate item of work, and to record adjusted Contract Sum.

SECTION 01 2663  
CHANGE ORDER PROCEDURES

01 2663-4

- B. Revise Construction Schedule to reflect each change in Contract Time.
- C. Revise Subschedules to show changes for other items of Work affected by Changes.
- D. Upon completion of Change Order Work, record pertinent changes in Record Documents.

END OF SECTION

## SECTION 01025

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.01 RELATED SECTIONS

- A. Section 00 7000: General Conditions
- B. Section 00 7300: Supplementary Conditions
- C. Section 01 1000: Summary of Work
- D. Section 01 2973: Schedule of Values
- E. Section 01 3100: Electronic Management Procedures
- F. Section 01 7800: Contract Closeout

##### 1.02 ANTICIPATED PAYMENT AMOUNTS

- A. To assist Owner in establishing his Construction Financing and budget cash flows, the Contractor, prior to submitting his first Application for Payment, shall deliver to Architect a schedule of anticipated payment amount to be requested with each subsequent application.

##### 1.03 FORMAT AND DATA REQUIRED

- A. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, together with Continuation Sheets AIA Document G703 or similar form approved by the Architect.

##### 1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
  - 1. Fill in required information.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.
  - 3. Execute certification with signature of responsible officer of Contracting Firm.
- B. Continuation Sheets:
  - 1. Identify each major item of Work by number and title matching those listed in Table of Contents of this Project Manual.
  - 2. Fill in scheduled Dollar Value for each Item.
  - 3. Fill in Dollar Value in each Column for each scheduled Line Item when Work has been performed or Products stored.
  - 4. Round off Values to nearest dollar.
  - 5. List each Change Order, executed prior to date of submission, at end of Continuation Sheets. Include Change Order Number and brief description.

##### 1.05 SUBSTANTIATING DATA

- A. Submit, when requested by Architect, to justify Line Item amounts.

##### 1.06 APPLICATION SCHEDULE

- A. Refer to the General Conditions for schedule.

##### 1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Architect at times stipulated.
- B. Submit Application electronically.
- C. When Architect finds Application properly completed and correct, he will transmit Certificate for Payment to Owner, with copy to Contractor.

SECTION 01025  
APPLICATIONS FOR PAYMENT

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Change Order Procedures: Section 01 2663.

1.2 SCHEDULE FORMAT

- A. Type Schedule on AIA Document G-703, Application for Payment, Continuation Sheet or similar form approved by the Architect.
- B. Forms can be obtained from:
  - 1. AIA Service Corp., Publications Div., 1735 New York Avenue, Washington D. C. 20006.
  - 2. Portland Chapter AIA Office, 403 NW 11<sup>th</sup> Avenue, Portland, Oregon 97209 (503-223-8757).

1.3 SCHEDULE HEADINGS

- A. Identify each major Work Item by number and title.
- B. Coordinate Headings with Construction Progress Schedule.

1.4 CONTENT

- A. As basis for computing Progress Payment values, separately list installed value of each of the following:
  - 1. Each major Work Item.
  - 2. Each Subcontracted Work Item. For each major Subcontractor, list products and operations of that Subcontract as separate Line Items.
  - 3. Any Products to be stored, for which separate payments will be requested.
- B. Include directly proportional amount of Contractor's Overhead and Profit in each Component Listing.
- C. Round off Values to nearest Dollar.
- D. Sum of Values listed shall equal total Contract Sum.

1.5 SUBMITTAL REQUIREMENTS

- A. Submit 3 copies of Schedule at least 5 days prior to first Application for Payment.
- B. Form and content shall be acceptable to Architect.

1.6 SUBSTANTIATING DATA

- A. When requested by Architect, submit justifying Substantiating Data on Line Item Amounts in question.

END OF SECTION

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. General and Supplementary General Conditions
- B. Section 01 1000: Summary of Work.
- C. Section 01 3119: Meetings.
- D. Section 01 3000: Electronic Management Procedures.
- E. Section 01 3200: Schedules and Reports.
- F. Section 01 3300: Shop Drawings, Product Data, and Samples.
- G. Section 01 5000: Temporary Facilities.
- H. Section 01 7329: Cutting and Patching.
- I. Section 01 7413: Cleaning.
- J. Section 01 7800: Contract Closeout.

1.02 CONSTRUCTION ORGANIZATION AND START-UP

- A. Establish on-site lines of authority and communications including the following:
  - 1. Attend Pre-construction Meeting and Progress Meetings as required by the Architect or Owner.
- B. Comply with procedures for intra-project communications including:
  - 1. Submittals
  - 2. Reports and records
  - 3. Recommendations
  - 4. Coordination drawings
  - 5. Schedules
  - 6. Resolution of conflicts
- C. Contract Documents Interpretation:
  - 1. Consult with Architect to obtain interpretation.
  - 2. Assist in resolution of questions and conflicts that may arise.
  - 3. Transmit written interpretations to Subcontractors, and to other concerned parties.
  - 4. Permits and Approvals:
    - a. Verify in writing to Architect within thirty (30) days after Notice to Proceed that Subcontractors have obtained required permits and inspections for work and for temporary facilities.
- D. Control Use of Site:
  - 1. Supervise field engineering and Project layout.
  - 2. Allocate field office and storage space and work and storage area for use of each Subcontract or Contractor.
- E. Access to the Site and Contractor Responsibilities:
  - 1. Access to the site is to occur via the existing roads onto School grounds from City of Bend public access streets. Contractor is to coordinate and maintain existing (or establish safe temporary alternative) student drop off areas, whether by bus or private vehicle and maintain access to building for delivery activities of the School District. Contractor is to maintain safety barricades as appropriate for the work being conducted and control of traffic on public streets.

1.03 COORDINATING SUBCONTRACTORS' WORK

- A. Coordinate the Work of all Subcontractors and make certain that, where the Work of one trade is dependent upon the Work of another trade, the Work first installed is properly placed, installed, aligned, and finished as specified or required to properly receive subsequent materials applied or attached thereto.



- B. Direct Subcontractors to correct defects in substrates they install when Subcontracts of subsequent materials have a reasonable and justifiable objection to such surfaces.
- C. Do not force Subcontractors to apply or install products to improperly finished product.
- D. Coordinate changes to assure that:
  - 1. Requirements of Contract Documents are fulfilled.
  - 2. Changes in Contract requirements of all affected trades are reflected in executed Change Orders.
- E. Scheduling and Installation Sequence:
  - 1. Coordinate scheduling, submittals, and Work of various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
  - 2. Schedule work in accordance with current Project construction schedule.
    - a. Coordinate schedules of all trades.
    - b. Verify timely deliveries of products for installation by other trades.
    - c. Verify that labor and equipment are adequate for work and schedule.
    - d. Verify that material deliveries are adequate to maintain schedule.
- F. Space Requirements:
  - 1. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings.
  - 2. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building.
  - 3. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. Concealed Services:
  - 1. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction.
  - 2. Coordinate locations of fixtures and outlets with finish elements.
- H. Ascertain need for cutting and patching, and coordinate with work of other trades, and the Architect.
- I. Completion and Clean Up:
  - 1. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner occupancy.
- J. Start-Up, Inspection, and Acceptance of Equipment:
  - 1. Verify that manufacturer's representative is present.
  - 2. Verify that utilities, specified connections, and safety devices are complete, and equipment is ready to operate.
  - 3. Verify that equipment has been tested, adjusted, and balanced, is cleaned, repainted as required, and operational prior to inspection.
  - 4. Coordinate and comply with requirements for Start-up Functions, Training, and Equipment Inspections with Owner's Commissioning Agent.
- K. Access for Corrective Work:
  - 1. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.04 COORDINATING UTILITIES

- A. The Contractor shall be responsible for coordination of all utilities to be installed for service

to the project and shall cooperate with all utility agencies. Utilities may include, but are not limited to, water, sewer, natural gas, telephone, electrical, fiber optic, and cable. The Contractor shall maintain communication with the utilities in order to coordinate time and requirements of the utilities' installation.

- B. The Contractor shall provide all work necessary to comply with the requirements of the Contract Documents for work by the utility company that does not meet the Contract Document requirements, or for work that is disturbed by the utility installation.
- C. The Contractor shall be responsible to locate and protect existing utilities.
- D. The Contractor shall comply with ORS 757.541 through 757.571 relating to notice prior to excavation.

1.05 CLOSE-OUT DUTIES

- A. At completion of Work of each subcontract, conduct inspection to assure that:
  - 1. Work is acceptable and in compliance with the requirements of the Contract Documents.
  - 2. Assist the Architect in inspection.
  - 3. Temporary facilities and debris have been removed from Site.
- B. Substantial Completion:
  - 1. Conduct inspection and prepare list of work to be completed or corrected.
  - 2. Assist Architect in inspection.
  - 3. Supervise correction and completion of Work as established in Architect's inspection reports and "punchlists".
  - 4. Obtain all approvals from governing authorities, including the Certificate of Occupancy.
- C. Final Completion:
  - 1. Submit and obtain approval of all contract close-out documents.
  - 2. Assist Architect and Owner in inspection.

1.06 OWNER'S NOTICE

- A. The Contractor shall give the Owner, forty-eight (48) hours advance notice of his intention to work overtime, nights, Sundays or holidays, or anytime outside the usual working hours. In no case will the Contractor do any such work without first notifying the Owner to permit arrangements for proper inspection. Unless of an emergency nature, compensation for work performed in violation of this paragraph will not be made.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work included:

1. In general, project meetings will be held weekly at the job site, or in a mutually agreed upon location, in accordance with a mutually acceptable schedule. The Owner will conduct project meetings throughout the construction period.
2. The purpose of the project meetings is to enable orderly review of progress during construction and to provide for systematic discussion and analysis of problems that might arise between the Owner, Architect and/or Contractor relative to execution of the Work.

1.02 RELATED SECTIONS

- A. Section 01 3000: Electronic Management Procedures

1.03 AUTHORITY DESIGNATION

- A. Persons designated by the Contractor to attend and participate in project meetings shall have all required authority to commit the Contractor to solutions as agreed upon in the project meetings.

1.04 SUBMITTALS

- A. Agenda Items: To the maximum extent possible, advise the Owner at least twenty-four (24) hours in advance of the project meeting regarding all agenda items to be discussed.

1.05 AGENDA

A. Pre-construction Meeting

1. The Owner in conjunction with the Architect will conduct this meeting within ten (10) days after date of Notice to Proceed with work at the Project Site.
2. Location: To be determined.
3. Attendance:
  - a. Owner and his representatives
  - b. Architect and his Professional Consultants
  - c. Contractor's Project Manager and Superintendent
  - d. Major Subcontractors
  - e. Major Suppliers, as appropriate
  - f. Others, as appropriate
4. Suggested Agenda:
  - a. Distribution (by Contractor) and discussion of:
    - 1) List of major Subcontractors and Suppliers
  - b. Critical Work sequencing
  - c. Major Equipment deliveries and priorities
  - d. Project Coordination
  - e. Designation of responsible personnel
  - f. Procedures and processing of:
    - 1) Field decisions
    - 2) Proposal requests
    - 3) Submittals
    - 4) Change Orders
    - 5) Applications for Payment
    - 6) Schedules and Reports
  - g. Procedures for maintaining Record Documents
  - h. Use of premises:
    - 1) Office, work, and storage areas
    - 2) Owner's requirements
  - i. Construction facilities, controls, and construction aids

- j. Temporary utilities
  - k. Safety and first-aid procedures
  - l. Security procedures
  - m. Housekeeping procedures
- B. Project Meetings
- 1. The Owner will conduct weekly meetings at the Project Site, during the course of the installation, in the job trailer required under Division 01 5000, to coordinate the Work, answer questions, and resolve problems.
  - 2. Suggested Meeting Agenda:
    - a. Attendees:
      - List of attendees and company they represent.
    - b. Minutes Review:
      - Corrections, additions and/or deletions to previous minutes
    - c. Outstanding Action Items:
      - Review of items not resolved from previous meeting
    - d. Technical Concerns:
      - Discussion of technical aspects of the project including problems to be resolved under the following categories:
        - Civil/Landscape
        - Mechanical
        - Electrical
        - Architectural
        - Technology/Data
    - e. As-Built Review:
      - Confirm results of the as-built review
    - f. Shop Drawings:
      - Confirm results of shop drawing review; list those not submitted by Contractor that are due and shop drawings not returned by Architects or Engineers.
    - g. RFI's:
      - Confirm approved and outstanding RFI's.
    - h. RFP's:
      - Confirm approved and outstanding RFP's.
    - i. Schedule Review:
      - Confirm status of work, areas of concern and general status of work as of the meeting date.
    - j. Projection of Work:
      - Discussion of anticipated concentration of work for the next period.
    - k. Procurement:
      - Verify and update status of procurement activities.
    - l. Other Concerns:
      - Any other items to be discussed
    - m. Review of all Action Items:
      - Each action item will be consolidated with item, action person responsible and date to be resolved.
    - n. Summary:
      - Confirmation of next meeting date, location and time, plus those requested to be in attendance.
  - 3. All items to be discussed shall be brought up at the time the appropriate agenda item is discussed. All attendees shall familiarize themselves with the agenda and be prepared in advance with their items for discussion.
- C. Special Meetings: The Owner may call special meetings at the project site or at other locations to coordinate the work, answer questions, and resolve problems.

1.06 PREINSTALLATION CONFERENCES

- A. When required in individual Specification Sections and/or as requested, convene pre-installation conference at work Site prior to commencing work of Section.
- B. Require attendance of parties directly affecting, or affected by, work of specific Section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with electronic copy to Architect.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.07 MINUTES

- A. The Contractor will compile minutes of each project meeting and will distribute copies to all interested parties within seven (7) days after the meeting. Items in the minutes shall be numbered consecutively and grouped under divisions and sections. Each item shall be carried forward until resolved.
- B. The minutes compiled by the Contractor will be the official record minutes and all clarifications and/or corrections shall be transmitted in writing to the Owner within fourteen (14) days of date of receipt of the minutes or unless noted during the next schedule meeting under the appropriate agenda item. Transmitted corrections shall be legibly submitted on company letterhead.
- C. One (1) bound volume of all minutes or access to them through the electronic management procedures shall be maintained by the Contractor in the job office until project completion.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The work under this Contract will be planned, scheduled, executed and reported pursuant to the provisions of Article 4.10 of the General Conditions CONTRACTOR'S CONSTRUCTION SCHEDULE, and Article 4 of the Owner-Contractor Agreement ("Time and Commencement and Substantial Completion").
- B. If the Contractor should desire or intend to complete the Work earlier than any required Milestone or Completion date, the Owner or Architect not be liable to the Contractor for any costs or other damages should the Contractor be unable to complete the Work before this earlier date. The duties, obligations and warranties of the Owner to the Contractor shall be consistent with and applicable only to the completion of the Work on the Milestone and Completion dates required in the Owner-Contractor Agreement, unless Owner and the Contractor otherwise agree in writing.

1.02 CONSTRUCTION SCHEDULE - BAR CHART

- A. The Construction Schedule shall be in the form of a bar chart and shall consist of horizontal lines, or bars, plotted along a daily time scale. The time-scale shall indicate all required Milestone and Completion dates as set forth in the Owner-Contractor Agreement. The horizontal bar(s) shall indicate the start and finish dates as well as the total time period of performance for each activity. The Contractor shall arrange the chart so as to show the activities which are necessary to fulfill each and every Milestone and Completion date requirement.

1.03 POST AWARD ACTIVITIES

- A. The Contractor shall perform the following immediately after receipt of the Notice to Proceed:
  - 1. Prepare a detailed Construction Schedule that represents the Contractor's best judgment on how he shall prosecute and complete the Work in compliance with the Contract Milestone Dates and any Specific Dates stipulated in the Supplementary Conditions.
- B. Within (10) calendar days following Notice to Proceed, submit to the Owner and Architect a draft of the Construction Schedule for review and comment. Before the first Application for Payment, the Contractor shall submit to the Owner and Architect a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- C. The Construction Schedule shall indicate completion date for the project that is not later than the project's required completion date. All activity durations shall be given in calendar days.
- D. It is to be understood and agreed by the Contractor is an estimate to be revised from time to time as progress proceeds, and that the Owner does not guarantee that Contractor can start work activities on the start dates or complete work activities on the finish date shown in the schedule, or as same may be updated or revised; nor does the Owner guarantee that Contractor can proceed at all times in the sequence established by said schedule.
- E. The Owner and Architect will review the Contractor's Schedule. If required, a meeting will be held between the Owner and the Contractor to resolve any conflicts between the Contractor's schedule and the overall Project Construction. The Contractor shall revise his schedule as required by the Owner to support the Project Construction and shall submit his revised schedule to the Owner and Architect within five (5) days for final review and approval.
- F. The Contractor is required to adhere to the Milestone Dates as set forth in the Bid Form.

1.04 RECOVERY SCHEDULE

- A. Should any conditions exist, such that certain activities shown on the Contractor's Detailed Construction Schedule fall behind schedule to the extent that any of the mandatory Milestone Dates or Completion Dates are in jeopardy, the Contractor shall be required to, at no cost to the Owner, prepare and submit to the Owner and Architect, a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how he intends to reschedule those activities to regain compliance with the Detailed Construction Schedule during the immediate subsequent pay period.
- B. The Contractor, Owner and Architect shall do the following after determination of the requirement for a Recovery Schedule:
  - 1. Within three (3) calendar days, the Contractor shall present to Owner and Architect the Recovery Schedule. The Recovery Schedule shall represent the Contractor's best judgment as to how he shall reorganize his work so that he may return to the approved Construction Schedule within the immediate subsequent pay period. The Recovery Schedule shall be prepared to a similar level of detail as the Construction Schedule.
- C. Five (5) calendar days prior to the expiration of the Recovery Schedule, the Owner, Architect and the Contractor will meet at the job site to determine whether the Contractor has regained compliance with the Construction Schedule. At the direction of the Owner, one of the following will happen:
  - 1. If, in the opinion of the Owner, the Contractor is still behind schedule, the Contractor in conjunction with the Owner and Architect will prepare another Recovery Schedule, at the Contractor's expense, pursuant with 2.02 (B) of this Section, to take effect during the immediate subsequent pay period.
  - 2. If, in the opinion of the Owner, the Contractor has sufficiently regained compliance with the Construction Schedule, the use of the Construction Schedule will be resumed.

#### 1.05 FLOAT TIME

- A. Float or slack time is not for the exclusive use or benefit of either the Contractor or the Owner. Contractor's work shall proceed according to start dates, and the Owner shall have the right to reserve and apportion float time according to the needs of the project. The Contractor acknowledges and agrees that actual delays, effecting paths of activities containing float time, will not have any affect upon Contract Completion times, providing that the actual delay does not exceed the float time associated with those activities.
- B. Extensions of time will be granted only to the extent that the activity or activities affected exceed the total float or slack along the path of activities affected at the time of Notice to Proceed of a Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Contract Documents.

#### 1.06 COORDINATION

- A. The Contractor shall coordinate his work with activities of the Owner and shall cooperate fully with the Owner in maintaining orderly progress toward completion of the work as scheduled. The Owner's decisions regarding priority between the Contractor's work and the activities of the Owner at the site shall be final and shall not be cause for extra compensation or extensions of time, except where extensions of time is granted because of delay for which Contractor is otherwise entitled to an extension of time under the Contract Documents.

### PART 2 PRODUCTS

Not Used.

SECTION 01 3200  
SCHEDULES & REPORTS

01 3200-3

PART 3 EXECUTION

Not Used.

END OF SECTION



PART 1 – GENERAL

1.01 DESCRIPTION

- A. Submit to the Architect shop drawings, product data and samples required by Specifications Sections or as specifically requested by Owner or Architect.
- B. The Contractor shall prepare and submit with the Construction Schedule, an incorporated schedule listing dates for submission and approval times allowed for all required shop drawings, product data and samples, tied into Construction Schedule with appropriate logic.

1.02 RELATED SECTIONS

- A. Section 01 3000: Electronic Management Procedures
- B. Section 01 3200: Schedule and Reports
- C. Section 01 7800: Contract Closeout: Record Documents

1.03 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the Work showing fabrication, layout, setting or erection details.
- B. Shop drawings shall be prepared for this particular project. Drawings prepared specifically for other projects and revised for this project will be rejected.
- C. When necessary, base shop and setting drawings upon actual measurements taken at site and other job conditions. Show any variations and revisions to Contract Documents that are necessary for proper installation of work. Fabrication or installation of work shall not be started until shop or setting drawings have been checked and returned with "furnish as submitted" or "furnish as corrected" indicated by Architect.
- D. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- E. Submit shop drawings, required by Contract Documents for execution of the Work, to the Architect no later than 15 days prior to contemplated or actual need in shop or at site, and earlier where more time may be required for review and/or procurement by Contractor.
- F. Provide shop drawings with cross-reference to drawing and detail numbers on Contract Drawings to facilitate review.
- G. Provide shop drawings which demonstrate to Architect that:
  - 1. Contractor understands design concept of certain portions of Work.
  - 2. Equipment and material to be provided meet design and technical requirements of Contract Documents.
  - 3. Methods of fabrication and installation.
- H. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01 7839.

1.04 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
  - 1. Modify drawings to delete information, which is not applicable to project.
  - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance chart, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy and identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.

3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.
- C. Submit product data required by Contract Documents for execution of the Work, to the Architect no later than 15 days prior to contemplated or actual need in shop or at site, and earlier where more time may be required for review.
- D. Provide product data with cross-reference to Specifications Section of Project Manual to facilitate review.
- E. Provide PDFs of product data to Architect/Engineer via electronic management procedures.
- F. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01 7839 - Record Documents.

1.05 SAMPLES

- A. Physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged.
- C. Office Samples: Of sufficient size and quantity to clearly illustrate:
  1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  2. Full range of color samples.
  3. Include identification on each sample, with full Project information.
  4. Submit samples in ample time for review or selection, as applicable, so as to not delay Work.
  5. Take into account delivery time of all manufactured items when submitting samples.
- C. Submit samples of size and quantity specified, or, if not specified, of sufficient size and quantity to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Submit samples of finishes from full range of manufacturers' standard colors, or in specified custom colors, textures, and patterns, for Architect's selection.
- E. Field Samples:
  1. Construct each sample complete, including work of all trades required in finished Work.
  2. A copy of each sample shall stay onsite for review by the Architect and Owner.

1.06 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.08 REQUIRED SUBMITTAL QUANTITIES TO ARCHITECT AND OWNER

- A. Construction Schedule – Provide bond copies on paper no larger than 11x17". Provide one paper copy each to Owner and Architect plus electronic version.

- B. Shop Drawings – Provide drawings electronically unless specifically required by Mechanical and Electrical Sections. Submit Shop Drawings in accordance with Section 01 3000 Electronic Management Procedures.
- C. Product Data – Submit Product Data in accordance with Section 01 3000 Electronic Management Procedures.
- D. Office Samples – See specific section covering product or material.
- E. Field Samples – See section covering specific system.

1.09 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission. Contractor shall review and verify shop drawings, product data and samples prior to submission to Architect. Submittals will not be reviewed if Contractor has not reviewed and stamped the data for approval.
- B. Verify:
  - 1. Field measurements.
  - 2. Field Construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect's review of submittals.
- F. Notify the Owner and Architect, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until return of submittals with Architect's stamp and initials or signature indicating review.
- H. After Architect's review, distribute copies.

1.10 SUBMITTAL REQUIREMENTS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for review, for securing necessary approvals, for possible revision and resubmittals and for placing orders and securing delivery. Submission of all shop drawings shall be through the Contractor.
- B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. Partial submittals will be rejected, unless prior accommodations have been made.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. The specification section number of each shop drawing, product data and sample submitted.
  - 5. Notification of deviations from Contract Documents.
- D. Submittals shall include a separate cover sheet attached to each copy containing the following information:
  - 1. Date and revision dates
  - 2. Project title and number
  - 3. The name of:

- a. Architect
- b. Contractor
- c. Subcontractor
- d. Supplier
- e. Manufacturer
- f. Separate detailer when pertinent
4. Identification of product or material
5. Relation to adjacent structure or materials
6. Field dimensions, clearly identified as such
7. Specifications section number
8. Applicable standards, such as ASTM number or Federal Specification
9. A blank space, for Architect review stamp
10. Identification of deviations from Contract Documents
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

1.11 RESUBMITTAL REQUIREMENTS

- A. Shop Drawings:
1. Revise initial drawings as required and resubmit as specified for initial submittal.
  2. Indicate on drawings any changes which have been made other than those requested by Architect.
  3. Product data and samples: Submit new data and samples as required for initial submittal.

1.12 ARCHITECT'S DUTIES

- A. Review submittals with reasonable promptness as mutually agreeable among the various parties.
- B. Review for:
1. Design concept of project.
  2. Information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signatures certifying the review of submittal.
- E. Return submittals to Contractor for distribution.
- F. Send copy of reviewed item, to the Owner
- G. The Architect or Owner may immediately reject any item without further review if it is not:
1. Accompanied by a transmittal letter containing the required information.
  2. Stamped "approved" by the Contractor.
- H. The review will be for conformance to the design concept and compliance with information given in the Contract Documents. The Architect will make notations directly on the electronic submittal.
- I. The review is intended to foresee unacceptable products and to avoid the possibility of their rejection at the site. The review shall not be construed as:
1. Permitting a departure from the Contract Documents, unless specifically so noted.
  2. Relieving the Contractor of the responsibility for errors or omissions.
  3. Acceptance of an assembly in which an approved item is a part.
  4. Approval of variations from previously approved items.
  5. Approval of dimensions.

- J. The Architect will review all samples. Such review will be for appearance only. Compliance with all other requirements is the responsibility of the Contractor.
- K. Where the Contract Documents require the design of structural, mechanical or electrical systems or components of systems by a supplier, or where a Contractor initiates a change in the design of a system or component thereof, such systems or components shall be designed by a registered professional engineer and all calculations submitted to the Architect for his records, prior to starting fabrication or installation of the Work. The Architect will not be responsible for the designs of such other professional engineers.

1.13 VARIATIONS FROM CONTRACT DOCUMENTS

- A. If the Architect determines a variation from the Contract Documents is in the best interest of the Owner, and it does not involve change in the Contract price or item, the Architect with the Owner's concurrence, may permit such variation.
- B. Unless the Architect receives immediate written notification, he will assume the Contractor approves any variation shown.
- C. If the Contractor fails to mention variations from the Contract Documents, he will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents.
- D. When a variation from the Contract Documents is permitted and such variation involves corresponding adjustment in an adjacent or related item, the responsibility for making and paying all costs for such adjustment rests with the Contractor requesting the original variation.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

PART 1 – GENERAL

1.01 PRELIMINARY WORK

- A. Prior to the start of and during the course of the Work (above and below ground) the Contractor shall make a thorough survey of the entire work site to determine all potential hazards. Workmen shall be made aware of those hazards and shall be instructed in procedures and the use of equipment for their protection. The Contractor shall verify the location and condition ("live" or "dead") of all utilities on and near the work site and take precautions to protect his employees, the general public, and the property.

1.02 IMMINENT DANGER

- A. The Contractor shall be wholly responsible for any accidents (including death) occurring at any time during the progress of the work and until the final acceptance of the work by the Owner which may happen to any of his workmen or those of any Subcontractor employed on the building or the Owner, Architect and their representatives, or for any damage or injuries (including death) which his work and operations may cause to the work being constructed, or to existing buildings, or to any tenants and occupants of the property, or of the adjoining properties, or to the public or to any public or private property.

1.03 SAFETY

- A. The Contractor shall ensure that all employees, visitors, subcontractor's employees, and suppliers' employees, while on the work site, comply with the requirements of OSHA, these requirements and the safety precautions contained in the several Specifications Sections. The Contractor shall promptly and fully comply with, execute and , without separate charge thereof to the Owner, shall enforce compliance with the Occupational Safety and Health Act requirements.
- B. The Contractor shall immediately advise the Owner of inspections conducted by OSHA, at the work site, and shall transmit copies of citations and violations to the Owner and Architect.

1.04 SAFETY RESPONSIBILITIES

- A. Contractor shall be responsible to:
  - 1. Ensure compliance with these requirements, OSHA requirements, and other safety requirements.
  - 2. Authorize immediate action to correct substandard safety conditions.
  - 3. Review and act to ensure compliance with safety procedures with his supervisors, subcontractors, and suppliers.
  - 4. Make through daily safety inspections of the work site and immediately act to eliminate unsafe acts and unsafe conditions.
  - 5. Investigate work-site accidents and recommend immediate corrective action.
  - 6. Assist in the preparation of accident investigation and reporting procedures.
  - 7. Be responsible for the control, availability, and use of safety equipment, including employee personal protective equipment.

1.05 REQUEST FOR VARIANCES

- A. Requests for variances to deviate from OSHA requirements must follow the current established procedures by that Agency.

1.06 FAILURE TO COMPLY

- A. If the project is shut down due to the Contractor's failure to comply with the requirements of OSHA or other applicable safety requirements, no part of the time loss due to any such suspension of operations or stop orders shall be made the subject of a claim for extension of time or for increased cost or damage by the Contractor.

SECTION 01 4510  
SAFETY

01 4510-2

PART 2 – PRODUCTS  
Not Used

PART 3 – EXECUTION  
Not Used

END OF SECTION

PART 1 – GENERAL

1.01 DEFINITION

- A. "Cutting and Patching" is defined to include the cutting and patching of nominally completed concrete, steel, wood and miscellaneous metal structures, piping, gypsum wall board systems and pavement, in order to accommodate the coordination of WORK, or the installation of other facilities or structures or to uncover other facilities and structures for access or inspection, or to obtain samples for testing, or for similar purposes.
- B. SECTION INCLUDES
  - 1. Provide cutting, fitting and patching. The following are included:
    - a. Make component parts fit together.
    - b. Uncover work to provide for installation of out-of-sequence work.
    - c. Remove and replace new work not conforming to Project requirements.
    - d. Provide penetrations of nonstructural surfaces for installation of electrical conduits, plumbing, ductwork and other penetrations.
    - e. Restore the integrity of fire rated construction at cutting and patching work.

1.02 RELATED SECTIONS

- A. Section 01 1000: Summary of Work
- B. Individual Specifications Sections:
  - 1. Cutting and patching incidental to work of the Section.
  - 2. Advance notification to other Sections of openings required in work of those Sections.
  - 3. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. Submit written request for cutting approval to Owner well in advance of any cutting which affects:
  - 1. Work of Owner or any separate Contractor.
  - 2. Structural value or integrity of any completed or existing work.
  - 3. Waterproof value or integrity of any weather-exposed or moisture resistant work.
  - 4. Efficiency, operational life, maintenance, or safety of any completed or existing work.
  - 5. Visual qualities of any sight-exposed work.
  - 6. Fire Rating of assemblies
- B. Request shall include:
  - 1. Project identification.
  - 2. Location and Description of affected work.
  - 3. Necessity for cutting, alteration, or excavation.
  - 4. Effect on Owner's or separate Contractor's work.
  - 5. Effect on structural or weatherproof integrity on completed or existing work.
  - 6. Description of proposed work including:
    - a. Extent of cutting, patching, alteration, or excavation.
    - b. Trades who will execute work.
    - c. Products proposed for use.
    - d. Extent of required refinishing.
  - 7. Alternative to cutting and patching.
  - 8. Cost proposal, when applicable.
- C. Submit written notice to Owner and Architect designating date and time work will be performed.



PART 2 – PRODUCTS

2.01 MATERIALS

- A. Products similar to those specified elsewhere in this Project Manual:
  - 1. Follow those Specifications.
- B. Other Products:
  - 1. Follow Owners instructions.
- C. Change in Materials:
  - 1. For any change in materials, submit request for substitution under provisions of Section 01 2500.

PART 3 – EXECUTION

3.01 EXTENT OF WORK

- A. Perform all cutting, fitting, and patching, including attendant excavation and backfill, required to complete work or to:
  - 1. Make work fit properly together.
  - 2. Uncover work for installation of ill-timed work.
  - 3. Remove and replace defective work and work not conforming to Contract Documents.
  - 4. Remove samples of installed work for testing.
  - 5. Provide penetrations through non-structural surfaces for mechanical and electrical work.
  - 6. All cutting needs to be in approved locations, i.e. locations out of sight.

3.02 EXISTING CONDITIONS

- A. Inspect existing conditions and identify work subject to damage or movement caused by proposed cutting and patching.
- B. After uncovering work, inspect conditions affecting products installation or performance.
- C. Report unsatisfactory and questionable conditions to the Owner and Architect in writing; do not proceed with work until Architect provides further instructions.
- D. Beginning of cutting and patching implies acceptance of existing conditions.

3.03 PREPARATION

- A. Maintain adequate temporary support necessary to assure structural integrity of affected work; provide devices and methods to protect other portions of project from damage.
- B. Protect work exposed by cutting against damage and discoloration.
- C. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

3.04 PERFORMANCE

- A. Provide proper surfaces for repairs.
- B. Employ qualified installer or fabricator to perform cutting and patching of:
  - 1. Weather-exposed or moisture-resistant surfaces.
  - 2. Sight-exposed finished surfaces.
- C. Restore cut or removed work with new products to provide work complete in accordance with Contract Documents. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal

voids with fire-rated material, full thickness of the construction element. Provide required fire-resistant rating.

- D. Fit work air-tight to pipes, sleeves, ducts, conduits, and other surface penetrations.
- E. Where patching occurs, refinish entire surface to provide even finish to match adjacent work as follows:
  - 1. Continuous surfaces: refinish to nearest intersection.
  - 2. Assemblies: refinish assemblies up to its previous rating according to all code compliance.

3.05 CUTTING STRUCTURAL MEMBERS

- A. Exposed members, including any columns and posts:
  - 1. Not permitted, unless shown on Drawings or otherwise approved.

3.05 CUTTING AND PATCHING GYPSUM SURFACES

- 1. While cutting gypsum surface, keep material and debris in neat and orderly manner. In locations dust could damage surrounding equipment or cannot be cleaned effectively, utilize a vacuum to avoid damage.
- 2. All patches need to be compliant with code requirements.
- 3. Utilize like material for all patchwork.
- 4. All patch locations are expected to be finished to the level of quality of the existing wall.
- 5. It is the district standard to paint a patch from corner of wall to corner of wall. Contractor to assume this under all circumstances.

3.07 CLEANING AND REPAIRING

- A. Including work of other Sections, clean, repair, and touchup, or replace when directed, products which have been soiled, discolored, or damaged by work of this Section.
- B. All work needs to be clean as you go. Crews are not to leave areas without cleaning up.
- B. Remove debris from Project Site upon work completion or sooner, if required by Owner.

END OF SECTION

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Work included: Throughout the construction period, maintain the project site where work is carried out in a standard of cleanliness as described in this section.
- B. Related work described elsewhere: In addition to standards described in this Section, comply with all requirements for cleaning as described in other various Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standard described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment, and materials needed to maintain specified standard of cleanliness.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

- A. General:
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
  - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
  - 4. Comply with the cleaning requirements of other sections in the Project Manual.
  - 5. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed and remote spaces prior to enclosing the space.
  - 6. Broom and vacuum clean interior areas prior to the start of surface finishing and continue cleaning to maintain a dust-free space during the finishing operations.
  - 7. Prior to painting, remove all dust accumulation on walls.
- B. Site:
  - 1. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service. All arrangements to meet the requirements of paragraph 3.01, A.1. above.
  - 2. Maintain the site in a neat and orderly condition at all times to the satisfaction of the Construction Program Manager.
  - 3. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

3.02 DUST CONTROL

- A. Maintain continuous cleaning and wetting procedures to control dust pollution at project site and haul routes as required by governing authorities and the Contract Documents. Use power sweepers for street cleaning as necessary. Maintain dust control operations to prevent flying dust from leaving the project site.
- B. Schedule cleaning so that resultant dust and contaminants will not fall on wet or newly coated surfaces.

- C. Erect dust proof barriers at the interior of building to control the spreading of construction generated dust and debris to areas of the building not affected by renovation work.
- D. Provide dampened or tacky walk-off mats at dust proof barriers that are also used to access other areas of the building to prevent tracking of dust and debris to areas of the building not affected by renovation work. Provide progress cleaning as required.

3.03 CLOSEOUT CLEANING

- A. Closeout cleaning shall be limited to those areas in which construction occurred and also the on-site sanitary facilities used by the contractor.
- B. Provide final cleaning of Work prior to Substantial Completion and Architect's "Punch List." Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from normal commercial building cleaning and maintenance program. Comply with manufacturer's recommendations. Complete following cleaning operations before requesting Owner review for Certification of Substantial Completion:
  - 1. Clean equipment and fixtures to sanitary condition.
  - 2. Replace filters of operating equipment.
  - 3. Clean debris from roofs, gutters, downspouts, and drainage systems.
  - 4. Clean mechanical and electrical equipment and spaces, including tops of pipes, ducts, equipment, etc.
  - 5. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign matter from sight exposed interior and exterior surfaces.
  - 6. Hose-clean exterior paved surfaces, rake clean other surfaces of grounds.
  - 7. For all new exterior construction, power wash entire exterior of building to remove all dirt and dust - care shall be taken around new landscaping.
  - 8. Final clean all glazing. Exterior glazing to be cleaned after building is power washed.
  - 9. Re-clean areas or equipment, after final inspection, if dirtied as result of Contractor's work in preparing for final inspection or completion of punch list.
  - 10. Restore landscape damaged as a result of construction of this project including removal of ruts caused by vehicle traffic, removal of construction debris, replacement of damaged or contaminated soils and mulches, reseeding of damaged lawns, restoration of sidewalks or pathways damaged during construction and other landscaping repairs required as a result of construction activity as directed by the Owner's Representative.
- B. Removal of protection: Except as otherwise indicated or requested by Owner, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period or to protect public.
- C. Compliance:
  - 1. Comply with safety standards and governing regulations for cleaning operations.
  - 2. Do not burn waste materials at Site.
  - 3. Do not bury debris or excess materials on Owner's property.
  - 4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
  - 5. Remove waste materials from Site and dispose of in lawful manner.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Description of Requirements.
  - 2. Closeout Procedures.
  - 3. Record Document Submittals.
  - 4. Closeout Cleaning.
  - 5. Testing.
  - 6. Operation & Maintenance Instructions.
  - 7. Prerequisites to Substantial Completion.
  - 8. Final Acceptance.
  - 9. Evidence of Payments and Release of Liens.
  - 10. Final Adjustment of Accounts.
  - 11. Submittal of Statement of Compliance.
  - 12. Submittal of Certification of No Asbestos.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary of Work.

1.03 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Project Closeout is the terminology used to describe certain collective project requirements, indicating completion of Work, that shall be fulfilled near end of Contract time in preparation for Final Acceptance and occupancy of Work by the Owner, as well as final payment to Contractor and normal termination of Contract.
- B. Time of Contract Closeout is directly related to "Substantial Completion"; therefore, time of closeout may be either single time period for entire Work or series of time periods for individual elements of Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to other provisions of this Section.

1.04 CLOSEOUT PROCEDURES

- A. Contractor will initiate the close-out period by providing a written statement to the Owner and Architect stating that the Contract Documents have been reviewed, Work has been inspected and approved by the Contractor, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Provide submittals to Architect that are required by governing or other authorities indicating that all work has been inspected and approved by the appropriate authorities.
- C. Submit written request for Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.05 RECORD DOCUMENT SUBMITTALS

- A. Submit Record Documents in accordance with Specification Section 01 7839.

1.06 CLOSEOUT CLEANING

- A. Complete closeout cleaning in accordance with Specification Section 01 7413.

1.07 TESTING – Unless specified elsewhere in these specifications, the following testing procedures will be followed:

- A. Operating equipment and systems shall be tested in presence of Owner to demonstrate compliance with specified requirements.
  - 1. Notify Owner, in writing, seven (7) days prior to tests scheduled under requirements of this Section.

2. Testing shall be conducted under specified design operating conditions as recommended or approved by Owner and Owner's Representative.
3. Provide copies of all test reports and records to Owner.
- B. All elements of systems shall be tested to demonstrate that total systems satisfy all requirements of these Specifications. Testing shall be accomplished on hierarchical basis. Test each piece of equipment for proper operation, followed by each subsystem, followed by entire system, followed by inter-ties to other major systems.
- C. All special testing materials and equipment shall be provided by Contractor.
- D. Owner-Witnessed Contractor's Tests:
  1. System shall be checked for proper installation, shall be adjusted, and shall be calibrated to verify that it is ready to function as specified.
  2. All system elements shall be checked to verify that they have been installed properly and that all connections have been made correctly.
  3. All discrete elements and sub-systems shall be adjusted and shall be checked for proper operation.
  4. Operational Tests shall be complete prior to starting Functional Acceptance Tests.
  5. Provide copies of all test reports and records to Owner.
- E. Owner-Witnessed Functional Tests:
  1. Objective of these tests is to demonstrate that system is operating and complying with specified performance requirements.
  2. Owner-witnessed Functional Acceptance Test shall be performed on complete system. Each function shall be demonstrated to satisfaction of Owner on paragraph-by-paragraph basis of Contractor's written test procedure, developed to demonstrate conformance to requirements of Contract Specifications.
  3. Functional acceptance test shall be witnessed and signed off by Owner upon satisfactory completion.
  4. Actual testing program shall be conducted in accordance with prior approved procedures and shall be documented as required hereinafter.
  5. Notify Owner at least two weeks prior to date of Functional Acceptance Test.
  6. Test systems independent of, and prior to, tie into off-site systems.
- F. Performance Period:
  1. Upon successful completion of Owner-Witnessed Functional Test, Performance Period (30 consecutive calendar days) shall commence on first day following performance test. This period shall be completed prior to final acceptance of the project. The commencement of the warranty period is scheduled from the beginning date of the performance period which has been successfully completed. In event of failure to meet standard of performance during any initiated performance period, it is not required that one 30-calendar day period expire in order for another performance period to begin.
  2. If equipment or system operates so as to demonstrate continuing compliance with specified requirements for period of 30 consecutive calendar days from commencement date of performance period, it shall be deemed to have met standard of performance. In addition, equipment or systems shall operate in conformance with all Contract Specifications and with Contractor's bid and published Specifications in effect on date Contract is executed, provided such specifications are equal to or better than specifications submitted with Contractor's bid.
  3. Equipment shall not be accepted by Owner, and final payment shall not be made by Owner, until standard of performance is met.
  4. Systems shall be first tested as independent building systems to meet the building substantial completion requirements followed by successful tests of systems tied into Owner's systems which include but are not limited to, one off-site security/alarm monitoring agency.
- G. Test Procedure Development and Test Documentation:

1. Within thirty (30) days after Award of Contract, Contractor shall prepare and submit to Owner's Representative and to Owner for review, detailed descriptions of tests procedures which Contractor proposed to perform to demonstrate conformance of completed systems of instrumentation and controls to these Specifications.
2. Decision of Owner's Representative upon acceptability of test procedures shall be final.
3. Equipment shall not be accepted by Owner, and final payments shall not be made by Owner until standard of performance is met.

H. Operational Tests:

1. Contractor shall prepare checkoff sheet(s) for each system. These checkoff and data sheets shall form basis for these operational tests and this documentation.
2. Each checkoff sheet shall cite following information and shall provide spaces for signoff on individual items and on completed systems by Owner and Owner's Representative.
  - a. Project name.
  - b. For each element: tag number, description, manufacturer and model number, installation bulletin, and specification sheet number.
3. Each Instrument Calibration sheet shall provide adequate information and space for signoff on individual items and on completed units by Contractor.

1.08 OPERATION & MAINTENANCE INSTRUCTIONS

A. INSTRUCTION OF OWNER'S PERSONNEL

1. After Substantial Completion and prior to Final Inspection or Full Acceptance of the Project, Contractor shall provide qualified personnel for conducting full operation and maintenance training and instructions in the operation, adjustment and maintenance of all operating equipment and systems to Owner's designated personnel; include all general, mechanical and electrical operating systems and equipment. Provide a minimum of 40 hours of such training and instructions, conducted to Owner's satisfaction.
2. Except as otherwise specified, arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures.
3. Use operating and maintenance manuals as the basis for instruction. Review contents of Manual with personnel in full detail to explain all aspect of operations and maintenance; include as a minimum record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and renewal of finishes, and similar procedures and facilities.
4. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds and similar continuing commitments.
5. All equipment operation and maintenance instructions and training shall be video taped by the Contractor and the edited film delivered to the Owner.
6. For additional requirements for operations instruction, see respective Specification Sections.

1.09 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. Complete following before requesting Architect's review for certification of Substantial Completion, either for entire Work or for portions of Work. List known exceptions in request.
1. In progress payment request that coincides with, or is first request following date Substantial Completion is claimed, show either 100% completion for portion of Work claimed as "substantially complete", or list incomplete items, value of incomplete Work, and reason for Work being incomplete.
  2. Include supporting documentation for completing Work noted as incomplete as indicated in these Contract Documents.

3. Submit statement showing accounting of changes to Contract Sum.
  4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
  5. Deliver tools, spare parts, extra stock of material and similar physical items to Owner.
  6. Complete start-up testing of systems, Performance Periods, and instruction to Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools and facilities mock-ups and similar elements.
  7. Complete final cleanup requirements, including touch-up painting of blemished surfaces.
  8. Test fire and life safety systems in presence of Owner, Architect and City/County/State officials.
  9. Obtain Approvals as required from Authorities Having Jurisdiction.
  10. Complete major punchlist items.
  11. Contractor shall submit copy of Contractor's Punchlist to Architect, clearly stating that building is ready for review with exception of items noted in Contractor's Punchlist.
- B. Review procedure: Upon receipt of Contractor's request for review, Architect will either proceed with review or advise Contractor of unfulfilled prerequisites.
- C. Following initial review, Architect will either prepare Certificate of Substantial Completion or will advise Contractor of Work that must be performed before Certificate will be issued.
- D. Results of completed review will form initial "punchlist" for final acceptance.

1.10 FINAL INSPECTION

- A. When Contractor considers Work complete, he shall submit written certification that:
1. Contract Documents have been reviewed.
  2. Contractor has inspected Work for compliance with Contract Documents.
  3. Work has been completed in accordance with Contract Documents.
  4. The Project, properties, and streets are finally cleaned of debris and dirt caused by Contractor operations.
  5. Work is complete and ready for final inspection.
- B. Architect will inspect Work to verify completion status as soon as possible after receipt of Contractor's certification.
- C. Should Architect consider Work incomplete or defective:
1. Architect will promptly notify Contractor and Owner in writing, listing incomplete or defective work.
  2. Contractor shall immediately remedy deficiencies, and send second written certification to Architect that Work is complete.
  3. Architect will reinspect Work.
- D. When Architect and Owner find Work acceptable under Contract Documents, they will jointly request Contractor to make closeout submittals.

1.11 REINSPECTION FEES

- A. Should Architect or Engineer be required to make more than two Substantial inspections or one Final inspection due to Contractor's failure to correct specified deficiencies, the Contractor shall bear all costs (including compensation for the Architect's, Engineer's, and Construction Program Manager's additional services) made necessary thereby.

1.12 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor shall submit to the Owner the following:
1. Contractor's Affidavit of Payment of Debt and Claims (AIA Documents G706, or similar form approved by the Owner).



2. Contractor's Affidavit of Release of Liens (AIA Documents G706A or similar form approved by the Owner) including the following:
    - a. Contractor's Release or Waiver of Liens.
    - b. Separate releases or Waivers of Lien for each Subcontractor, supplier, and others with lien rights against Owner's property, together with list of those parties.
  3. Consent of Surety to Final Payment. Contractor to provide AIA Document G707 or similar form.
- B. Duly sign and execute all submittals, before delivery to Owner.

1.13 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to the Owner, including the following:
1. Original Contract Sum.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Deductions for incomplete Work. (if any)
    - c. Deductions for Liquidated Damages. (if any)
    - d. Deductions for Reinspection Payments (if any)
  3. Total Contract Sum, as adjusted.
  4. Previous Payments
  5. Sum remaining due.
- B. The Owner will prepare and issue final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.14 SUBMITTAL OF STATEMENT OF COMPLIANCE

- A. Contractor shall complete and submit the Statement of Compliance form bound herein, prior to Final Payment.

1.14 SUBMITTAL OF CERTIFICATION OF NO ASBESTOS

- A. Contractor shall complete and submit the Certification of No Asbestos form bound herein, prior to Final Payment.

1.15 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in General and Supplementary General Conditions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

**STATEMENT OF COMPLIANCE**

No payment shall not be made until the Contractor shall file with the Owner, prior to acceptance of the Work, a notarized Certification of Compliance in the following form:

\* \* \* \* \*

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the drawings, specifications and Contract Documents for the above Work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting agency has been paid to laborers, workmen and mechanics employed on this Work;

There have been no unauthorized substitutes of Subcontractors; nor have any subcontractors been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;

No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;

All claims for material and labor and other service performed in connection with these specifications have been paid;

All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, Hospital Associates and/or others have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

(Attest) \_\_\_\_\_  
(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

**CERTIFICATION OF NO ASBESTOS**

Final payment shall not be made until the Contractor shall file with the Owner, prior to acceptance of the Work, a notarized Certification of Compliance in the following form:

\*\*\*\*\*

"TO THE BEST OF MY KNOWLEDGE NO ASBESTOS CONTAINING MATERIAL WAS USED IN THE CONSTRUCTION OF THIS PROJECT. MATERIAL SAFETY DATA SHEETS WILL BE PROVIDED AS REQUESTED BY THE OWNER FOR ALL MATERIALS WHICH MAY BE QUESTIONED IN THE FUTURE."

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Firm Name\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

(Attest)\_\_\_\_\_

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. SECTION INCLUDES:

1. Forms of Submittal
2. Operation Instruction and Maintenance Manual

1.02 RELATED SECTIONS

A. Section 01 7800: Contract Closeout

1.03 GENERAL REQUIREMENTS

A. DESCRIPTION

1. Coordinate related requirements specified in other parts of the Project Manual.
2. Compile product data and related information appropriate for Owner's maintenance and operation.
3. Prepare operating and maintenance data specified in this Section and referenced in other Sections.
4. Prior to Owner's acceptance, instruct Owner's personnel in maintenance, equipment, and systems operation.
5. For additional data requirements see respective Specifications Sections.
6. Operation and maintenance manuals as specified herein, for all equipment for the total Project, shall be submitted per the submittal schedule at the end of this section.

B. FORMS OF SUBMITTALS

1. Prepare data in instructional form for use by Owner's personnel.
2. Format: Electronic format, approved by the Owner's personnel.

1.04 OPERATING INSTRUCTIONS & MAINTENANCE MANUALS

A. CONTENTS OF OPERATING INSTRUCTION & MAINTENANCE MANUALS FOR OPERATIONAL EQUIPMENT

1. General: For all operational equipment installed, including general, mechanical and electrical operational equipment, Contractor shall submit operation and maintenance manuals as specified herein. Manuals shall have a neatly typewritten table of contents for each volume, arranged in a systematic order.
  - a. Contractor, name of responsible principal, address and telephone number.
  - b. A list of each product required to be included, indexed to content of volume.
  - c. List, with each project, the name, address and telephone number of:
    - 1) Subcontractor or Installer.
    - 2) Maintenance Contractor, as appropriate.
    - 3) Identify the area of responsibility for each.
    - 4) Local source of supply for parts and replacement.
  - d. Identify each product by name and other identifying symbols as set forth in Contract Documents.
2. Product Data:
  - a. Product data shall contain detailed information, where applicable, relative to the following:
    - 1) Equipment functions, operating characteristics, and limiting conditions.
    - 2) Assembly, installation, alignment, adjustment and checking instructions.
    - 3) Operating instructions for start-up, routine and normal operation, regulation and control, shutdown, and emergency conditions.
    - 4) Detailed lubrication and routine and preventative maintenance instruction, including a schedule of recommended checks.

- 5) List of all parts and components of equipment stating catalog number and size of part used in or on equipment.
- 6) Safety precautions and safety features.
- 7) Outline, cross-section and assembly drawings, engineering data, and wiring diagrams.
- 8) Test data and performance curves.
- b. Include only sheet pertinent to specific product.
- c. Annotate each sheet to:
  - 1) Clearly identify specific product or part installed.
  - 2) Clearly identify data applicable to installation.
- d. Delete references to inapplicable information.
3. Drawings:
  - a. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and system.
  - b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
4. Supplement product/installation data with written text:
  - a. Organize in consistent format under separate headings for different procedures.
  - b. Provide logical sequence of installations for each procedure.
5. Warranties, Bonds and Service Contracts: Copy of each warranty, bond and service contract issued, signed over to the Owner and exercisable by Owner. Provide information sheet for Owner's personnel indicating:
  - a. Proper procedures in event of failure.
  - b. Instances which might affect validity of warranties and bonds.
  - c. Assemble Warranties and Bond in a separate notebook.
6. Submit 2 copies of complete manual in final form along with electronic format.

B. CONTENTS OF MAINTENANCE MANUALS FOR NON-OPERATIONAL ITEMS

1. Submit 2 copies of complete manual in final form along with electronic format.
2. For all architectural non-operational products, applied materials and finish items installed. Contractor shall submit maintenance manuals as specified herein. Each manual shall contain detailed information, where applicable, relative to the following:
  - a. Manufacturer's data, given full information on products.
    - 1) Catalog number, size, composition.
    - 2) Color and texture designations.
    - 3) Information required for re-ordering special manufactured products.
    - 4) Parts Lists.
  - b. Instructions for care and maintenance:
    - 1) Manufacturer's recommendation for types of cleaning agents and methods.
    - 2) Cautions against cleaning agents and methods which are detrimental to the product.
    - 3) Recommended schedule for cleaning and maintenance.
    - 4) Instructions and recommendations for repair of finish.
3. For additional requirements for maintenance data, see respective Specification Sections.

1.05 SUBMITTALS

A. SUBMITTAL SCHEDULE

1. Submit to Daniel Bogaert one (1) copy of preliminary drafts of proposed formats and outlines of contents 60 days prior to date of Substantial Completion for each phase of work. Architect will review and return with comments.
2. Submit to the Architect one (1) copy of completed data in final form thirty (30) days prior to date of Substantial Completion, for each phase of work. After review, copy will be returned with accompanying comments.

3. Make corrections based on copy returned and submit specified number of copies of approved data in final form fourteen (14) days prior to Substantial Completion for each phase of work. The Architect will be the sole judge of the completeness of the manual.
4. After receipt of the Architect's approval, the Contractor shall prepare and transmit to the Owner the final copy in electronic format approved by the Owners personnel, not later than ten (10) days following the receipt of the Architect's approval.

END OF SECTION

**1.01 SUMMARY**

- A. This Section includes:
  - 1. Control Panel
  - 2. Fireman's Telephone System
  - 3. Equipment Status and Control Panels
  - 4. Central Station Reporting
  - 5. Strobe Synchronization Module
  - 6. Software
  - 7. Remote Equipment
  - 8. Detection Devices
  - 9. Manual Pull Stations
  - 10. Annunciation Devices
  - 11. Addressable Accessories
  - 12. Controlled Devices
  - 13. Cable
- B. Scope:
  - 1. Provide a new potter voice evacuation fire alarm system.
  - 2. Provide a new fire alarm transmitter communication system.
  - 3. Demo and remove all existing fire alarm system components.
  - 4. Reuse all existing fire alarm system components when possible including: conduit and devices. Confirm with owner what components to save.
  - 5. If fire sprinklers are installed in facility, follow code for install of minimum smokes and pulls.

**1.02 RELATED SECTIONS**

- 1. Division 01, General Requirements

**1.03 SUBMITTALS**

- A. Provide System Designer NICET certification number or Engineer's signature and seal on shop drawings and presented as required by AHJ.
- B. AutoCAD and PDF shop drawings with Fire Marshal's stamp of approval.
- C. Product data with wiring schematics.
- D. A symbol legend with device catalog number, description, back box size, mounting requirements, and device address adjacent to each device symbol. Notification appliance circuit and number adjacent to each notification appliance symbol.
- E. AutoCAD and PDF wiring diagrams of each type of device including conduit used.
- F. AutoCAD and PDF riser diagram of the complete system(s).
- G. Battery and voltage drop calculations based on intended routing and wiring.
- H. Amplifier sizing calculations.
- I. Prepare shop drawings of the system by the manufacturer in AutoCAD and submit to the Fire Marshal for approval. The approved shop drawings will be utilized as the installation drawings. Shop drawings show actual conduit routing and conductors as to be installed. Update drawings to include any revisions and changes to the system during construction and installation. Provide AutoCAD and PDF As-Built.

**1.04 QUALITY ASSURANCE**

- A. Approve and install in accordance with NFPA, ADA, and IBC requirements and UL listed both in individual components and as a system. ISO-9000 certified; UL and FM listed and meet NFPA 72.
- B. Furnish evidence that there is an experienced and efficient service organization which carries a stock of repair parts for the system to be furnished and that the organization is capable of providing repair service within 24 hours of a trouble call.

- C. Install system by an electrical contractor experienced in the installation of addressable fire alarm systems. Obtain services of the control equipment factory representative to provide engineered system floor plans and point-to-point drawings on AutoCAD with inclusion of wiring quantity, gauge, conductors and raceway. Supervise the installation, system start-up, programming, make final adjustments and provide testing of the completed system. Factory representative to provide a letter of system certification to the Architect
- D. Meet City of Bend, Oregon requirements, ordinances, and amendments.

#### **1.05 CONTRACTOR DESIGN**

- A. Contract drawings indicate the general nature of the buildings and each rooms intended use. Contractor to provide design for the following required by code:
  - i. Fire Alarm System
  - ii. Fire Alarm Transmitter Communication System
  - iii. Emergency Voice Alarm Communication System
- B. It is the responsibility of the contractor to design initiating and notification devices, and provide devices as required to comply with the requirements of the specifications and NFPA 72. In addition to code requirements, provide manual pull stations at exits.
- C. Raceway, routing, and wiring for field devices are not shown on the drawings.

#### **1.06 SYSTEM DESCRIPTION**

- A. Automatic fire detection systems operate in a local, supervised non-coded fashion. Low voltage operating at 24V DC. Fully addressable with analog technology for sensors. Signal circuits either Class A or Class B without changing modules. System designed Class B. Load circuits to 75 percent capacity maximum.
- B. Signal, visual and audible alarms, communication circuits, flow and tamper circuits supervised for opens, shorts and grounds. Open, short or ground cause trouble on the system, sound the audible trouble sounder and annunciate at the control panel and remote annunciator: the device, location and nature of the trouble condition.
- C. Fire Command Center Panel (FCC):
  - 1. Monitor alarms and provide control for the following systems:
    - a. Smoke Evacuation, Pressurization and Smoke Dampers
    - b. Elevator Capture
    - c. Standby Power
    - d. Fireman's Communication
    - e. Voice Evacuation

#### **1.07 SYSTEM OPERATION**

- A. Operation of manual or automatic initiating device causes an audible and visual "alarm" to sound, activate the control-by-event program and perform auxiliary functions.
- B. Annunciate fault in the circuits at the control panel and the remote annunciators.
- C. Utilize a single pair of wires to power, transmit, and receive data from the addressable analog initiating devices and to transmit commands to the remote control points. Size wire for the length of communications loop but not less than number 18-2 wire size.

#### **1.08 SEQUENCE OF OPERATION**

- A. System alarm operation subsequent to the alarm activation of any manual station, automatic initiating device, or sprinkler flow/pressure switch is to be as follows:
  - 1. Local English language annunciation of device location address, condition and audible and visual alarm signal at control panel and remote annunciators until silenced by the alarm silence switch at the control panel and remote annunciators.



2. Visual alarm indicating appliances (xenon strobes) displays a continuous pattern until extinguished by the alarm silence switch.
  3. Activate fire alarm notification appliances.
  4. Activate Emergency Control Functions as required by code. i.e. fire smoke dampers, shutdown of air handling equipment, release fire doors, elevator control equipment to initiate elevator recall and shunt trip.
  5. Activate a supervised signal to notify an approved central station. Transmit this "alarm" signal to off premises equipment i.e. to local fire department and Owner's selected vendor. Provide necessary connections to transmitter.
- B. Alarm activation of any elevator lobby, hoistway, or machine room smoke or heat detector in addition to the operations listed above, cause the elevator cab to be recalled according to the following sequence:
1. If the alarmed detector is on any floor other than the preferred level of egress, recall the elevator cab to the preferred level of egress.
  2. If the alarmed detector is on the main egress level, recall the elevator cabs to the predetermined alternate recall level as determined by the local authority having jurisdiction.
  3. Activation of heat detector in an elevator hoistway or machine room automatically disconnects power to the elevator motor via base-mounted contacts activating the elevator feeder shunt-trip circuit breaker. Refer to drawings.
- C. Control panel to have a dedicated supervisory service indicator and a dedicated supervisory service acknowledge switch.
- D. Activation of standpipe or sprinkler valve tamper switch activates the system supervisory service audible signal and illuminate the indicator at the control panel.
1. Activating the supervisory service acknowledge switch will silence the supervisory audible signal while maintaining the supervisory serviced LED on indicating the tamper contact is still in the off-normal state.
  2. Restoring the valve to the normal position causes the supervisory service indicator to extinguish thus indicating restoration to normal position.
- E. Activation of any sprinkler pre-action system pressure or low air switch activates the system supervisory service audible signal and illuminate the indicator at the control panel.
1. Activating the supervisory service acknowledge switch will silence the supervisory audible signal while maintaining the supervisory service indicator on indicating the pressure/air contact is still in the off-normal state.
  2. Restoring the air pressure to the normal causes the supervisory service indicator to extinguish thus indicating restoration to normal position.
- F. Immediately display alarm and trouble conditions on the control panel front alphanumeric display and of remote annunciators. If more alarms or troubles are in the system the operator may scroll to display new alarms.
- G. Alarm list key that will allow the operator to display alarms, troubles, and supervisory service conditions with the time of occurrence.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Potter AFC-V Series 1270 Point Analog Addressable Integrated Voice Fire Alarm System or pre-bid approved. All fire alarm devices to match manufacturer. Potter engineering specification added for informational purposes.

### **2.02 CONTROL PANEL**

- A. Provide processor, switches, relays, solid state indicator lamps and displays, wiring, terminals, etc., as required for operation, supervision and control of complete system. Panel and communicator to use both cellular and IP forms of communication. Coordinate with Owner.

- B. General:
  - 1. Microprocessor based, point identified system utilizing twisted pair 18 to 12 AWG, depending on distance, class B communication loop. Equip for a minimum of four loops.
- C. Cabinet:
  - 1. 16-gauge enameled steel designed for two level access.
  - 2. Level 1 to give access to the interface control panel.
  - 3. Level 2 to give access to the electronics.
- D. Outputs:
  - 1. Two General Alarm Signal Circuits
  - 2. Programmable Signal Circuits
  - 3. Alarm Contacts
  - 4. Trouble Contacts
  - 5. RS485 Annunciator Line Circuit
- E. Controls and Displays:
  - 1. Alarm Silence
  - 2. Trouble Silence
  - 3. Alarm/Trouble Acknowledge and Reset Switches
  - 4. 80-character LCD Display
  - 5. Touch Keypad
  - 6. Power Indicator
- F. Power Supply: Minimum 1.8A of regulated, filtered power at 24 VDC plus 3A unregulated.
- G. Failsafe Auxiliary Degrade Alarm Circuit:
  - 1. Perform basic detection and alarm function and send a signal to the fire department with the CPU failed.
- H. Two-Way Loop:
  - 1. Capable of addressing and operating smoke detectors, manual pull stations, open contact devices, and addressable auxiliary control relays on the same two-wire communication loop.
  - 2. Devices of any address may be placed in the loop at any location; that is, systems which require sequentially addressed devices or reprogramming of existing devices for moves and changes are prohibited.
- I. Battery Back-up:
  - 1. Self-charging sealed lead battery backup for system auxiliary power supplies and remote annunciators in accordance with code requirements (operate 24 hours, then alarm for 10 minutes, minimum).
  - 2. Batteries monitored and initiate a trouble signal if disconnected or discharged more than 15 percent.

## **2.03 FIRE COMMUNICATIONS CONTROL PANEL**

- A. Audio Amplifiers:
  - 1. Supervised, solid-state, 80W RMS amplifiers having a frequency response of 100 to 6,000 Hz + 3dB with less than 5 percent distortion at rated output.
  - 2. Supervised and provide a distinct visible indication should failure occur and the system trouble signal will sound.
  - 3. Short-circuit protection to prevent damage due to inadvertent speaker line shorts.
  - 4. Upon amplifier failure, the system automatically switches to a backup amplifier.
  - 5. Number of amplifiers to be determined by total anticipated speaker load in building.

- B. Provide multiple circuits of parallel connected alarm speakers zoned as required. The speaker circuits independently programmable and provide a distinct visible signal as a result of shorts, opens or grounds in the speaker circuit wiring and the system trouble signal sound and the zone in trouble annunciated. Accessible controls provided and identified to allow authorized personnel to transmit voice messages to individually selected signal zones. Provide visible indicators to indicate that the individual signal circuit selector switch is in the voice position. Each output circuit has a modulation indicator for visual monitoring of circuit outputs.
- C. Provide supervised oscillators for generation of the evacuation signal as well as a preamplifier for the microphone. Module contains a hand held press-to-talk microphone for transmission of messages. Provide facilities to manually control the audio alarm system and transmit verbal instructions, temporal pattern evacuation tone, or tape message to all areas, zones, or floors, or any combination desired by the Fire Marshal.
- D. Two Tape Decks:
  - 1. Fully supervise and provide a prerecorded tape message that can be programmed to any designated area, zone, or floor.
  - 2. Fully supervised against electrical and mechanical failure.
  - 3. Failure of message transmission will cause the system to revert to the temporal evacuation tone.

#### **2.04 EQUIPMENT STATUS AND CONTROL PANELS**

- A. Generator status panel indicates that the emergency power generator in facility is running with a white pilot light. Generator status panel may not apply to this projects scope.
- B. Install surge protection on all line circuits on equipment and powered off of emergency generator panel if applicable.
- C. Alarm and signal devices remote from controllers for diesel pumps conform with NFPA 110 of the latest codes published.
- D. Elevator Status and Control Panel:
  - 1. Provide connections and wiring between the central control panel and the elevator controller locations for elevator control, indication and communications.
  - 2. Coordinate installation and connection of control, status, and communication wiring and connections with elevator contractor.

#### **2.05 CENTRAL STATION REPORTING**

- A. Provide derived channel type communication STU in stand-alone cabinet. Cell type with iP Backup integrated or seperate.
- B. Ensure communication in Cell and IP. Get real time information from the panel (ex: email notifications).

#### **2.06 STROBE SYNCHRONIZATION MODULE**

- A. Synchronize strobes to 1Hz flash to comply with the Americans with Disabilities Act (ADA).

#### **2.07 SOFTWARE**

- A. Field Configuration Program: Provide the programmable operating instructions for the system resident program stored on a non-volatile EEPROM.
- B. Programming: Perform at the location of the fire alarm control using a laptop computer system; hard copy of the system configuration is to be updated and maintained at the site.

- C. Control-By-Event:
  - 1. Program each address for selective alarm output, zone verification operation, control point activation on alarm or trouble and transmit alarm to the fire department.
  - 2. Report trouble to adjacent attached building fire alarm system.
  - 3. Programmed control point activation to provide selective control.

## **2.08 REMOTE EQUIPMENT**

- A. Annunciator Control Panels: Alphanumeric display module:
  - 1. 80 character LCD display, back lighted.
  - 2. System acknowledge, signal silence, and system reset touchpad control switches.
  - 3. Time/date display.
  - 4. Integral sounder with subsequent alarm/trouble resound.
  - 5. Flush mounting.
- B. Transponders:
  - 1. Up to 26 field configurable circuits of any mix.
  - 2. Full LED display of alarm and trouble per point. Status displays and controls including power, on-line, local alarm, and local trouble LED's plus reset and lamp test switches.
  - 3. Power supply, charger, and battery as required for control panel.
- C. Lamp Driver Modules:
  - 1. Field selectable alarm and trouble or alarm only.
  - 2. Integral system trouble lamp on-line/power LED, alarm, and trouble resound with flash function of new events, serial RS-485 interface to control panel, capable of being powered remotely or locally with supervision.
  - 3. Integral lamp test function.
- D. Power supplies, with integral chargers and batteries current limited low energy as recommended by the manufacturer but sized for 25 percent spare capacity.

## **2.09 DETECTION DEVICES**

- A. Analog photoelectric smoke detectors provide for individual addressing of each detector. The sensor is constantly monitored to measure any change in its sensitivity due to the environment caused by dirt, aging, temperature, humidity and give an advanced indication to the control panel of the need for maintenance and can be specific as to where the maintenance is needed. It is to be mounted on a two wire standard device base. Photoelectric detectors located within the elevator shaft rated for installation within a pressurized shaft.
- B. Analog thermal detectors consist of a dual thermistor sensing circuit for fast response. Sensor is continually monitored to measure any changes in their sensitivity due to temperature. Give an advanced indication to the control panel of the need for maintenance and can be specific as to where the maintenance is needed. It is to be mounted on a two wire standard device base. Thermal detectors in elevator shafts and machine rooms equipped with a set of auxiliary contacts for elevator equipment use. Thermal detectors located within elevator shaft rated for installation within a pressurized shaft.
- C. Projected beam type smoke detectors four-wire 24 VDC and powered from the control panel four-wire smoke power source. Unit consists of a separate transmitter and receiver capable of being powered separately or together. Operate in either a short range of 30 to 100-feet or a long range of 100 to 300-feet. Detector features a bank of four alignment LEDs on both the receiver and transmitter that are used to ensure proper alignment without the use of special tools.

1. Automatic gain control that compensates for gradual signal deterioration from dirt accumulation on lenses. Ceiling or wall mount as shown on the drawings. Carry out testing using calibrated test filters. Provide a key activated remote test station.
  2. Provide monitor modules for alarm and trouble and control relay module for reset.
- D. Addressable Monitor Modules:
1. Provide an address for a single, normally open initiating device such as a waterflow switch, manual station, etc.
  2. Monitor module, UL approved to extend the sensor loop to lengths up to 2,500-feet. Addressed via rotary switch.

## **2.10 MANUAL PULL STATIONS**

- A. Single action, addressable, with a key reset switch for positive authorized resetting action. The unit to be keyed the same as the control unit.
- B. Covers for manual pull stations, include local audible notification powered by a replaceable battery. Coordinate need for covers with Owner. Notifier flush mount and surface mount as required.

## **2.11 ANNUNCIATION DEVICES**

- A. Horns and combination horn/strobe mounted to a recessed box with an extension ring. Front of the unit allows for candela light levels as required by ADA for the spacing as installed. Horns provide a 100 dba peak sound output with field adjustable output level. Finish, red only.
- B. Strobe Lights:
1. Triangular with FIRE on white plastic lens, polarized 24 VDC, mounting single gang on four square box.
  2. Front of the unit allows for candela light levels as required by ADA for the spacing as installed.
  3. Strobe candela level field adjustable from 15-110 CD. Mount at 80-inches or as shown on drawings.
  4. Finish: White or red as selected by the Architect.
- C. Candela rating of each strobe installed apparent to the Fire Marshal and to qualified service personnel either as installed or with the removal of the faceplate. If faceplates are interchangeable between strobes of different ratings the indication of candela rating will not be on the faceplate.
- D. Mylar cone-type speakers supplied by the panel manufacturer to ensure system compatibility and proper UL compatibility listings. Provide screw terminals for wiring. White speaker housings. Speakers have power taps at 1/4w, 1/2w, 1w, and 2w. Speakers provide 90 dBA peak sound output at 2W. Speakers mount in 4-inch electrical boxes with extension rings using the two screws provided with each ring.

## **2.12 ADDRESSABLE ACCESSORIES**

- A. Control Modules:
1. Connects to the same loop as the initiating devices and provides a form C relay contact.
  2. Module may be programmed to transfer from either a trouble or alarm input from any or combination of any addressable device.

## **2.13 CONTROLLED DEVICES**

- A. Mechanical control system for control of air handlers and smoke/fire rated dampers.
- B. Fire protection tamper, flow, dry system, and preaction system.

## **2.14 CABLE**

- A. Plenum rated as recommended by System Manufacturer and the building construction methods.
- B. Circuit Integrity (CI) rated as and where required by NFPA 72 Chapter 6.
- C. No T taps, daisy chain only
- D. Install surge protection on all line circuits.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General:
  - 1. Install in accordance with code, IFC, IBC, NFPA 72, 101 and the manufacturer's instructions.
  - 2. Review proper installation of each type of device with manufacturer's agent.
  - 3. Install wiring, raceway and outlet boxes required for a complete system as indicated in the Contract Documents.
  - 4. Comply with applicable requirements of Section 26 05 33, Raceways and Boxes for Electrical Systems for boxes and surface mounted raceways.
- B. Typical Wiring:
  - 1. Install manufacturer's recommended listed cable to connect all devices as recommended by the manufacturer. The cable runs in conduit where exposed to physical damage.
- C. Detectors:
  - 1. Locate 48-inches clear of supply air vents and 12-inches clear of lights and sprinkler heads.
  - 2. Install detector heads not more than two weeks prior to substantial completion.
  - 3. Verify the design locations shown conform to the actual construction.
  - 4. Do not locate detectors in close proximity to air supply vents.
  - 5. Bring cases of uncertain applicability to the attention of the Architect for resolution prior to roughing in.
- D. Install remote annunciator as indicated on plans and where required by Fire Marshal. Coordinate prior to rough-in.
- E. Provide auxiliary power supplies as required and extend the 120V power to the power supply as required and per NEC.
- F. Provide visual devices and alarm devices as required. Device locations are diagrammatic showing intent of area coverage. The exact quantity placement, sound or light level is to be per the requirements and the listing of the manufacturer's equipment and NFPA 72 installation requirements for the device(s) installed and the building conditions at and adjacent to the device(s).

### **3.02 LABELING**

- A. Label alarm initiating devices with 1/2-inch by 1-inch lamicoid nameplates, indicating control panel point designation. Locate nameplates in the vicinity of the device as approved by the Owner.
- B. Provide Brady type wire markers to identify all conductors at each junction or terminal. Use numbers indicated on the wiring diagrams. J boxes have red faceplate and labeled.
- C. Provide machine printed address labels on addressable devices. Labels to be visible from the floor without magnification. This includes labels on T bar ceiling near device.

### **3.03 TESTS**

- A. Provide the service of a competent, factory-trained technician authorized by the manufacturer of the fire alarm equipment to technically supervise and participate during the programming, final connections, adjustments and tests for the system.

- B. When the system is complete and prior to the substantial completion, furnish testing equipment and perform the following tests:
- C. Before energizing system, check for correct wiring connections and test for short circuits, ground faults, continuity, and insulation.
- D. Test the insulation on installed wiring by standard methods as recommended by the equipment manufacturer.
- E. Open supervised circuits to see if the trouble signal activates.
- F. Ground supervised circuits and verify response of trouble signals.
- G. Check installation, supervision, operation, and sensitivity of smoke detectors as recommended by the manufacturer to ascertain that they will avoid false alarm signals yet provide the required automatic detection.
- H. Test each device for proper operation and auxiliary function.
- I. Submit a print out of the entire test procedure to the engineer with the letter of certification for the completed fire alarm system.
- J. When any defects in the work are detected, make repairs and repeat the tests as required.
- K. Test system for NFPA standby and alarm runtime for the actual load on the system batteries and recharge time of system batteries.
- L. Ensure proper communication with central monitoring station.
- M. Perform required and necessary verification of the system operating functions with the Architect and Owner's facility staff prior to turnover of the complete system for final test observed by the Fire Department. Perform these tests in the presence of the Owner or the Owner's Representative. A System Certification verifying the proper system operation is required prior to acceptance. Instruct Owner's personnel in system operation, maintenance and programming for a minimum of 20 hours. The cost of any retesting as a result of the failure of the system to operate in accordance with these specifications, drawings, or applicable codes paid for by the contractor to the Owner.

### **3.04 WARRANTY SERVICE AND INSTRUCTION**

- A. Check fire alarm system on a monthly basis by the fire alarm system service organization for a period of one year after beneficial occupancy.
- B. Monthly checks consist of reviewing the operation of the system with the Owner's operating and maintenance personnel, providing additional hands on instruction, and assisting in execution of programming revisions.
- C. Each monthly visit will consist of not less than two hours of on-site time and no more than four hours.
- D. Monthly visits will be scheduled with the Owner not less than one week in advance.

### **3.05 EXTRA STOCK/SPARE PARTS**

- A. Provide the following equipment to be turned over to the owner with the operation and maintenance manuals.
  - 1. Two photoelectric smoke detector heads
  - 2. Two thermal heat detector heads
  - 3. One addressable dry contact modules
  - 4. Two horns
  - 5. Two horns/strobes
  - 6. Two speakers
  - 7. One manual pull stations
  - 8. One complete set of fuses to match panel counts.
  - 9. One duct smoke detector assembly.

### **3.06 TRAINING**

- A. Provide operation and maintenance training for Owner's personnel.
- B. Conduct a minimum of two maintenance training sessions, one video recorded, upon completion of the work. Maintenance training sessions include the following:
  - 1. Walk through of the completed facilities identifying the locations of all devices.
  - 2. Means of access to every device monitored by the fire alarm system.
  - 3. Walk through programming of communicator and contact I.D. messages.
  - 4. Walk through technical parts of the fire alarm control panel.
  - 5. Walk through resetting of pull stations.
- C. Conduct training sessions for two operator levels.
- D. Operator training. Provide a minimum of three refresher and system update training sessions of on-the-job training.
- E. Supervisor training. Provide a system update training session for supervisory functions.
- F. Training sessions with fully qualified, trained representative of the equipment manufacturer who is thoroughly knowledgeable of the specific installation.

### **3.07 CLOSEOUT**

- A. Demonstrate proper operation of functions to Owner.
- B. Be prepared to conduct any of the required tests.
- C. Have at least one copy of operation and maintenance data, copy of project record drawings, input/output matrix and operator instruction chart(s) available during demonstration.
- D. Repeat demonstration until successful.
- E. Substantial Completion of the project cannot be achieved until inspection and testing is successful and:
  - i. Specified diagnostic period without malfunction has been completed.
  - ii. Approved operating and maintenance data has been delivered.
  - iii. Spare parts, extra materials and tools have been delivered.
  - iv. All aspects of operation have been demonstrated to Architect.
  - v. Final acceptance of the fire alarm system has been given by authorities having jurisdiction.
  - vi. Occupancy permit has been granted.
  - vii. Specified pre-closeout instruction is complete.



## Bend La-Pine School District - Phase 1 Fire Alarm Points List

Buckingham ES	Control Panel	Communicator	Annunciator	Manual Pull Stations	Smoke Detectors	Heat Detectoors	Duct Detectors	Beam Smoke Detector	Water Flow Switches	Tamper Switches	Horn/Strobe Devices	Backup Batteries	Spark detection system
62560 Hamby Rd Bend OR	EST Quickstart	1	3	11	26	1	0	0	2	3	22	4	0
Ensworth ES	Control Panel	Communicator	Annunciator	Manual Pull Stations	Smoke Detectors	Heat Detectoors	Duct Detectors	Beam Smoke Detector	Water Flow Switches	Tamper Switches	Horn/Strobe Devices	Backup Batteries	Spark detection system
2150NE Daggett Ln Bend 97702	EST Quickstart	1	2	45	93	2	8	0	2	7	77	6	0
Ponderosa ES	Control Panel	Communicator	Annunciator	Manual Pull Stations	Smoke Detectors	Heat Detectoors	Duct Detectors	Beam Smoke Detector	Water Flow Switches	Tamper Switches	Horn/Strobe Devices	Backup Batteries	Spark detection system
3790 NE Purcell Blvd Bend OR 97701	EST Quickstart	1	1	42	144	35	4	0	3	7	91	10	0
Three Rivers K-8	Control Panel	Communicator	Annunciator	Manual Pull Stations	Smoke Detectors	Heat Detectoors	Duct Detectors	Beam Smoke Detector	Water Flow Switches	Tamper Switches	Horn/Strobe Devices	Backup Batteries	Spark detection system
56900 Enterprise way Sun River OR 97707	EST Quickstart	1	2	46	143	17	4	2	5	8	148	10	0
WE Miller	Control Panel	Communicator	Annunciator	Manual Pull Stations	Smoke Detectors	Heat Detectoors	Duct Detectors	Beam Smoke Detector	Water Flow Switches	Tamper Switches	Horn/Strobe Devices	Backup Batteries	Spark detection system
300 Crosby Dr Bend OR 97703	EST Quickstart	1	2	42	155	38	7	0	2	3	129	10	0
Westside Village at Kingston	Control Panel	Communicator	Annunciator	Manual Pull Stations	Smoke Detectors	Heat Detectoors	Duct Detectors	Beam Smoke Detector	Water Flow Switches	Tamper Switches	Horn/Strobe Devices	Backup Batteries	Spark detection system
1101 NW 12th St Bend OR 97703	EST Quickstart	1	2	14	25	13	4	0	5	6	44	4	0
<b>Totals Phase 1</b>	<b>Control Panel</b>	<b>Communicator</b>	<b>Annunciator</b>	<b>Manual Pull Stations</b>	<b>Smoke Detectors</b>	<b>Heat Detectoors</b>	<b>Duct Detectors</b>	<b>Beam Smoke Detector</b>	<b>Water Flow Switches</b>	<b>Tamper Switches</b>	<b>Horn/Strobe Devices</b>	<b>Backup Batteries</b>	<b>Spark detection system</b>
		<b>6</b>	<b>12</b>	<b>200</b>	<b>586</b>	<b>106</b>	<b>27</b>	<b>2</b>	<b>19</b>	<b>34</b>	<b>511</b>	<b>44</b>	<b>0</b>

# W.E. Miller Elementary AS Builts and Inspection Test Results

For Informational Purposes Only

Prior project as builts and inspection test results to be field verified by request available prior to bid closing

# W.E. MILLER ELEMENTARY SCHOOL

300 NW CROSBY DRIVE  
BEND, OREGON 97703



BBT

ARCHITECTS

1160 SW Simpson Ave. - Suite 100 - Bend, Oregon 97702  
t 541.382.5535 | f 541.389.8033

Bend-La Pine Schools SECURITY UPGRADES

W.E. Miller Elementary School

300 NW Crosby Drive  
Bend, Oregon 97703

ISSUED:	DATE:	09/04/18
	AS-BUILT SET	

JOB NUMBER:	1708
DRAWN BY:	JH
CHECKED BY:	

SHEET TITLE

SITE PLAN

SHEET NUMBER

A1.1

## PROJECT DESCRIPTION

THE PROJECT GOAL IS TO UPGRADE THE SECURITY SYSTEM.

## PROJECT TEAM

**OWNER:**  
BEND - La PINE SCHOOLS  
520 NW Wall Street  
Bend, Oregon 97701  
Phone: 541.355.4730  
Contact: Dan Dummitt

**ARCHITECT:**  
BBT ARCHITECTS, INC.  
1160 SW Simpson Ave., Suite 100  
Bend, Oregon 97702  
Phone: 541.382.5535  
Contact: Martha McNall / Al LeVage

**MECHANICAL ENGINEER:**  
MFIA CONSULTING ENGINEERS  
2007 SE Ash St.  
Portland, OR 97214  
Phone: 503.234.0548  
Fax: 503.234.0677  
Contact: Elena von Kaments

**MECHANICAL ENGINEER:**  
MFIA CONSULTING ENGINEERS  
2007 SE Ash St.  
Portland, OR 97214  
Phone: 503.234.0548  
Fax: 503.234.0677  
Contact: Chris Winer

**LOW VOLTAGE:**  
MFIA CONSULTING ENGINEERS  
2007 SE Ash St.  
Portland, OR 97214  
Phone: 503.234.0548  
Fax: 503.234.0677  
Contact: Gary Adovnik

## BARRIER REMOVAL:

ACCESSIBLE COMPLIANCE ELEMENTS HAVE BEEN IDENTIFIED PER  
OSSC 107/341.1, ANSI 117.1, AND ORS 447.241. IT IS ESTIMATED  
THAT ACCESSIBLE DOOR HARDWARE WILL EQUAL  
APPROXIMATELY 25% OF THE COST OF THE DOORS AND  
WINDOWS THAT ENCLOSE THE PROPOSED SECURE VESTIBULE

## DEFERRED SUBMITTALS:

ELECTRICAL PERMIT APPLICATION  
MECHANICAL PERMIT APPLICATION

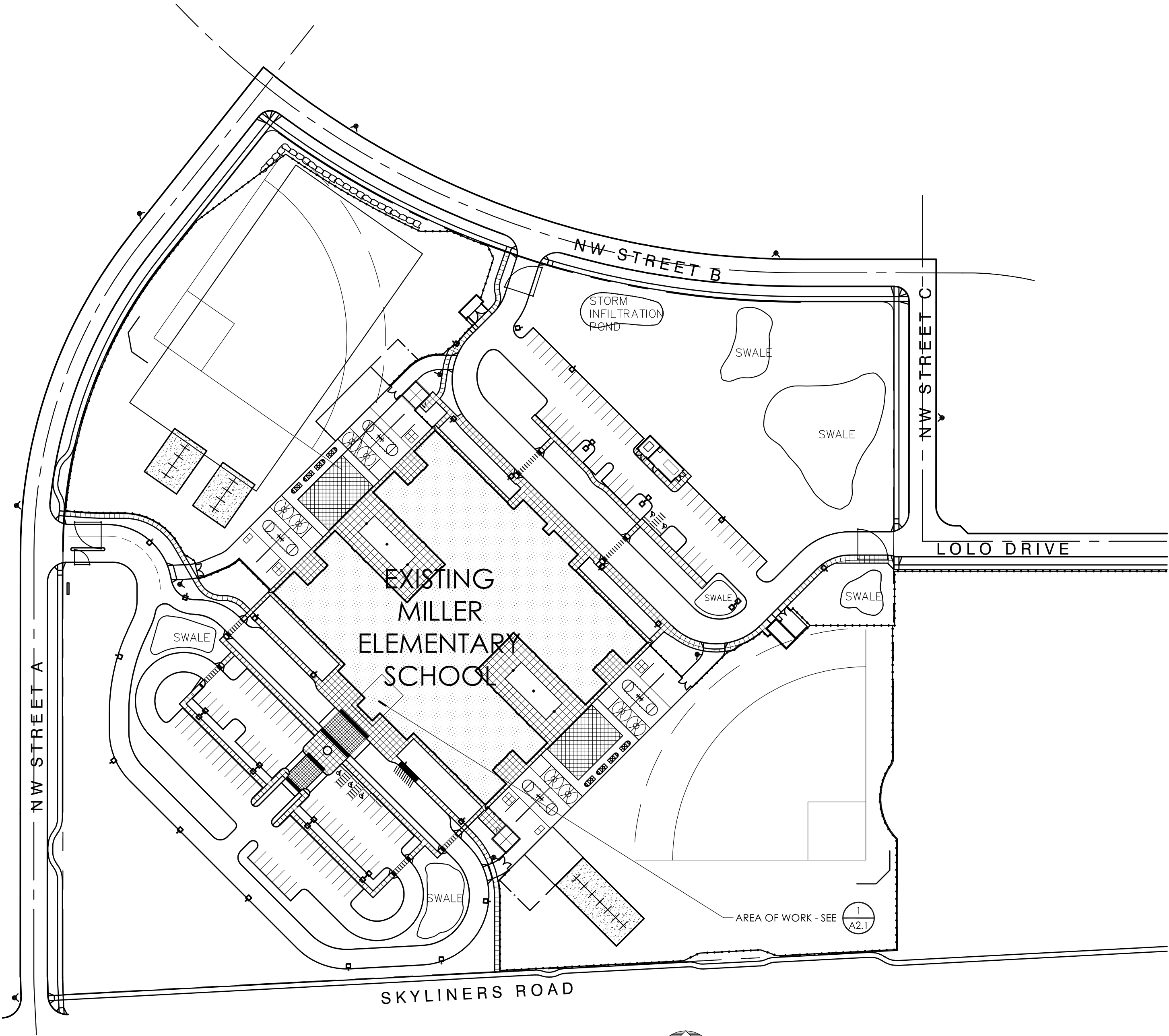
## DRAWING INDEX

**ARCHITECTURAL**  
A1.1 COVER SHEET / SITE PLAN  
A2.1 FLOOR PLAN & DETAILS  
A2.2 DETAILS

**MECHANICAL**  
M1.1 MECHANICAL FLOOR PLAN

**ELECTRICAL**  
E1.1 FLOOR PLAN ELECTRICAL

**LOW VOLTAGE**  
T0.1 TELCOM SYMBOL LIST  
T1.1 CORE FLOOR PLAN TELCOM  
T2.1 ENLARGED FLOOR PLAN TELCOM



1

A1.1

SITE PLAN

SCALE: 1" = 80'

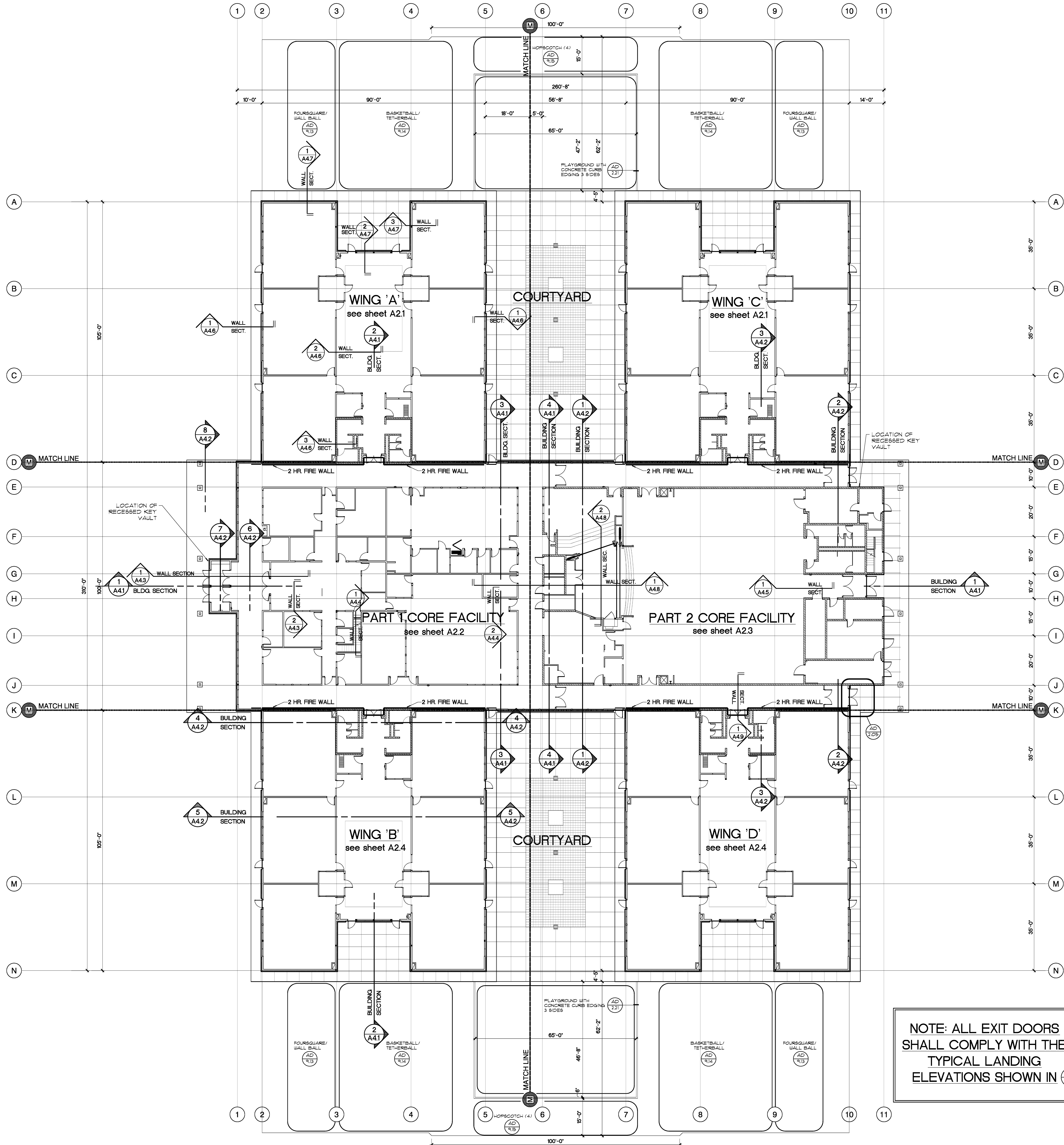


**RFI #15**  
KNOXBOXES LOCATED AS DIRECTED BY GINA'S  
DRAWING. USE BOXES SPECIFIED BY ANGUS.  
POLICE DEPARTMENT APPROVAL IS PER THE  
SCHOOL DISTRICT.

135-1100-100

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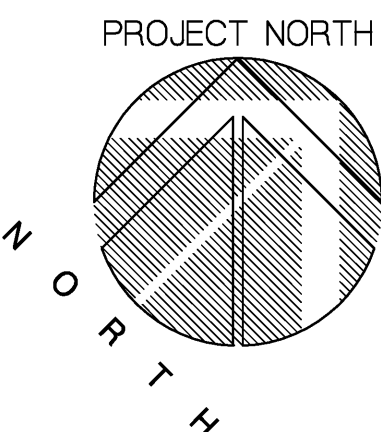
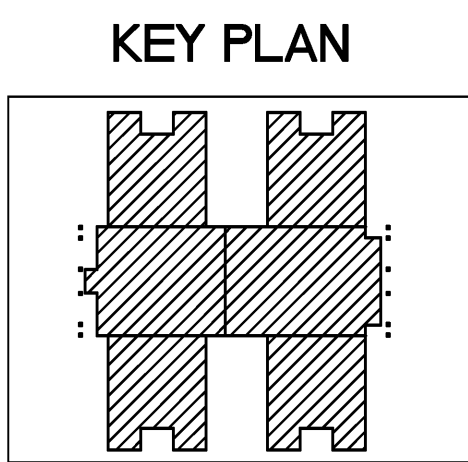
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RECORD DRAWINGS AS REPORTED

DOCUMENTS HAVE BEEN REVISED BASED SOLELY ON RECORD WORKING DRAWINGS SUPPLIED BY THE CONTRACTOR AND THE CONTRACT DOCUMENTS. THEY DO NOT NECESSARILY SHOW ALL EXISTING CONDITIONS AND MAY NOT BE ACCURATE AT ALL LOCATIONS. FIELD VERIFY EXISTING AND / OR HIDDEN CONDITIONS PRIOR TO COMMENCEMENT OF NEW WORK.

NOTE: ALL EXIT DOORS SHALL COMPLY WITH THE TYPICAL LANDING ELEVATIONS SHOWN IN (A4205)



RECORD DRAWINGS

BEND - LA PINE SCHOOLS ADMINISTRATIVE SCHOOL DISTRICT NO. 1  
**W.E. MILLER ELEMENTARY SCHOOL**  
BEND, OREGON 97701  
300 NW CROSBY DRIVE

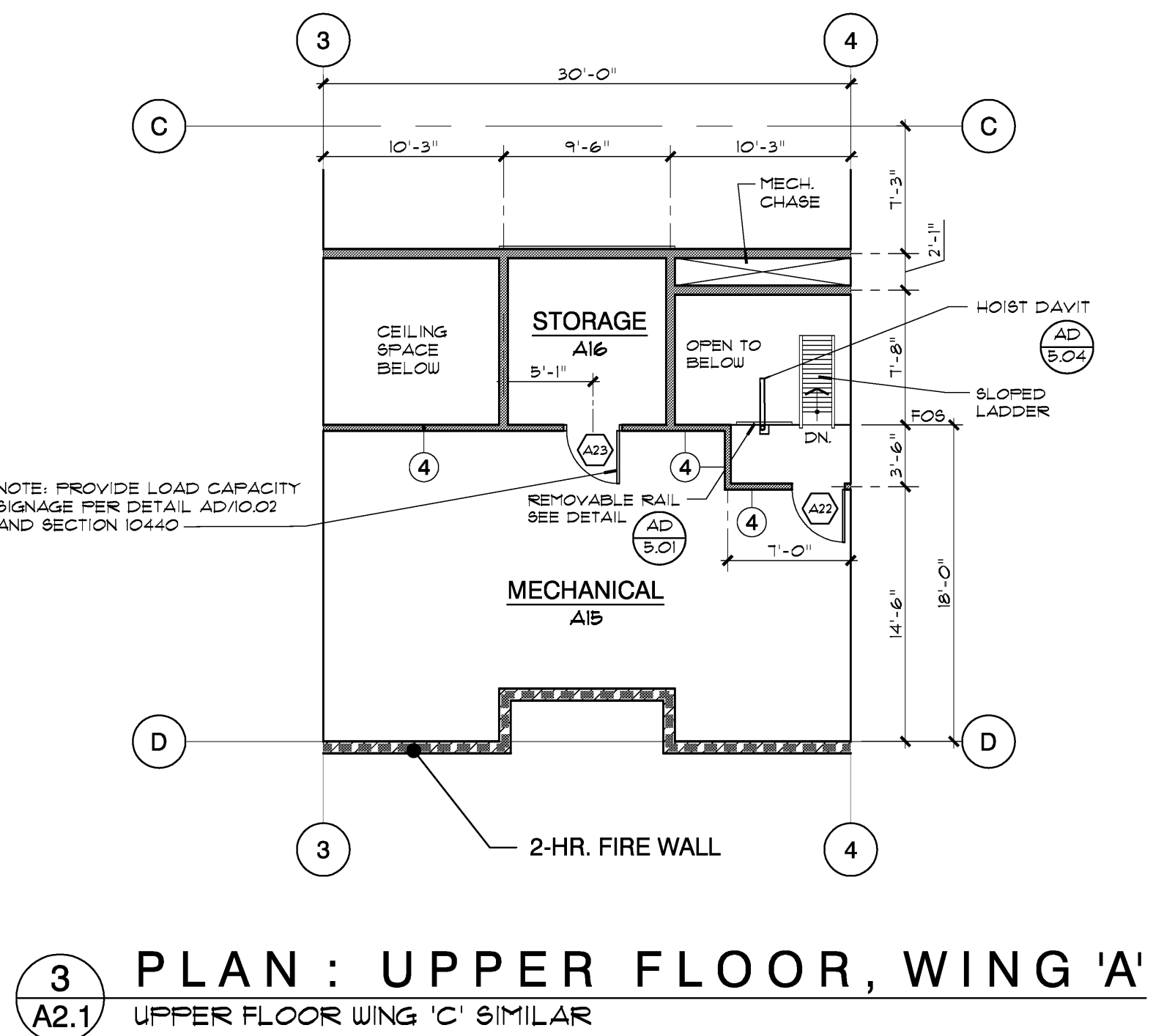
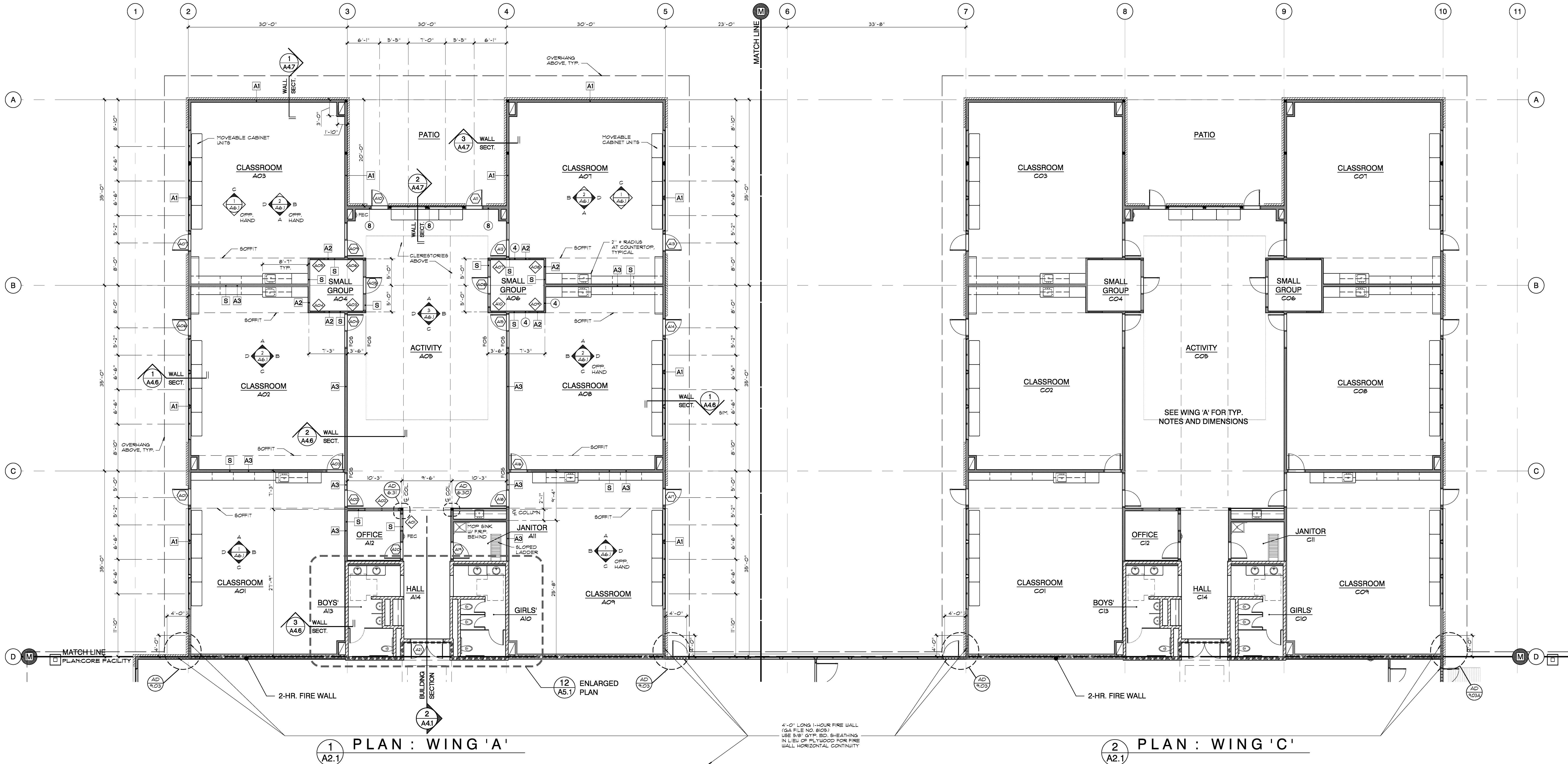
REVISION	
1	RECORD DRAWINGS
DRAWINGS	
PLAN : OVERALL	
1/16" = 1'-0"	
DATE MAY 8, 2009	
SHEET	

**A1.2**



1133 NW WALL ST. SUITE 200 BEND, OR 97701



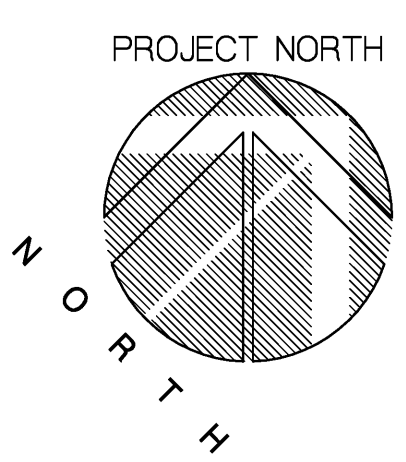
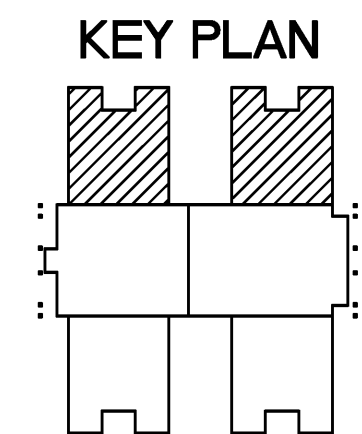


GA FILE NO. WP 8105	GENERIC	1 HOUR FIRE
GYPSUM WALLBOARD, GYPSUM SHEATHING, WOOD STUDS		
(GA FILE NO. 8105)		
EXTERIOR SIDE: One layer 48" wide 1/2" type X gypsum sheathing applied parallel to a 2 x 4 wood studs 24" o.c. with 1/2" galvanized roofing nails 4" o.c. at vertical joints and 7" o.c. at intermediate studs and top and bottom plates. Joints of gypsum sheathing may be left unsealed. Exterior cladding to be attached through sheathing to studs.		
INTERIOR SIDE: One layer 1/2" type X gypsum wallboard, water-resistant gypsum backing board, or gypsum veneer board applied parallel or at right angles to studs with 16d round nails, 16" long, 0.0191" shank, 1/4" heads, 7" o.c. (LOAD-BEARING)		
Thickness:	Notes:	
Approx. Weight:	7 psf	
File Test:	See WP 3510	
	UL 1020-47, -48, 9-17-65,	
	UL Design 1205,	
	UL 1319-139, 7-29-70,	
	UL Design 1214	

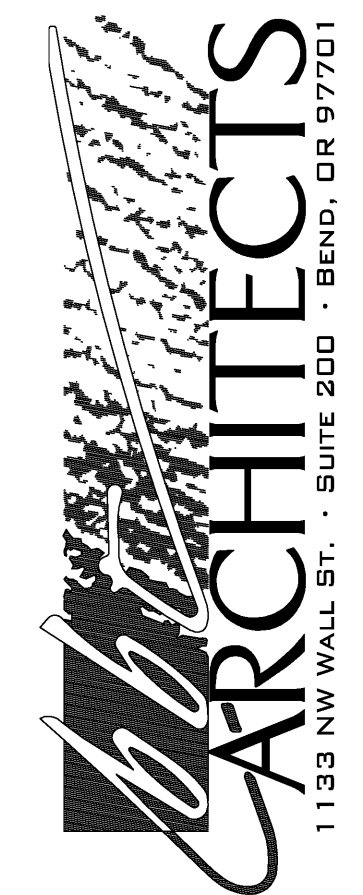
- EXTERIOR WALL - 2x6 STUDS AT 16" O.C. WITH FLYUD SHEATHING OVER, GYPSUM BD. INSIDE, AND SHOWN WITH CMU WANSBOT OR VENEER
- INTERIOR WALL - WOOD STUDS, 2x6 TYPICAL UNO, AT 16" O.C. WITH GYPSUM BD. FINISH EACH SIDE
- CMU WALL
- NOTATION OF NON-TYPICAL WALL WIDTH - WALL TYPES ARE AS INDICATED ABOVE
- SOUND WALL - SEE SPECIFICATIONS
- AD 1002
- DENOTES RELITE TYPES
- CORNER GUARDS
- EXTERIOR DIMENSIONS ARE MEASURED FROM THE OUTSIDE FACE OF STUDS TO THE CENTERLINES OF OPENINGS AND INTERIOR WALLS.
- INTERIOR DIMENSIONS ARE MEASURED TO THE CENTERLINES OF OPENINGS AND WALLS UNLESS DESIGNATED (FOB / FACE OF STUDS)
- DIMENSIONS TO CMU WALLS ARE MEASURED FROM THE FACE OF BLOCK (FOB) AND TO OPENINGS.

GENERAL NOTES:  
1. CONCRETE SLABS TO RECEIVE ALL PREFABRICATED SHOWER UNITS SHALL BE DESIGNED TO ACCOMMODATE FOR ADA REQUIREMENTS. VERIFY WITH MANUFACTURER'S SHOP DRAWINGS.

**RECORD DRAWINGS AS REPORTED**  
DOCUMENTS HAVE BEEN REVISED, BASED SOLELY ON RECORD WORKING DRAWINGS SUPPLIED BY THE CONTRACTOR AND THE CONTRACT DOCUMENTS. THEY DO NOT NECESSARILY SHOW ALL EXISTING CONDITIONS AND MAY NOT BE ACCURATE AT ALL LOCATIONS. FIELD VERIFY EXISTING AND / OR HIDDEN CONDITIONS PRIOR TO COMMENCEMENT OF NEW WORK.

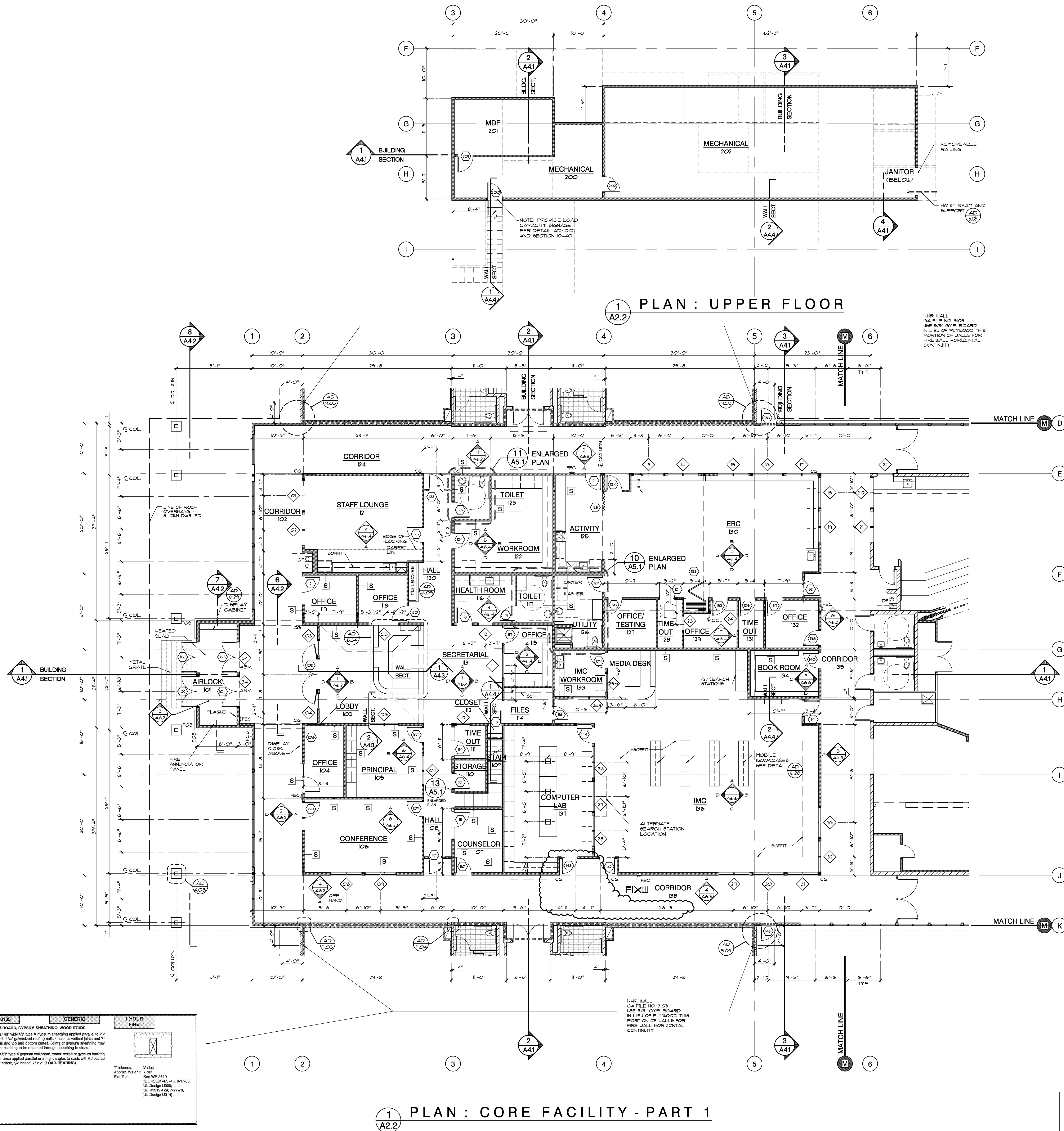
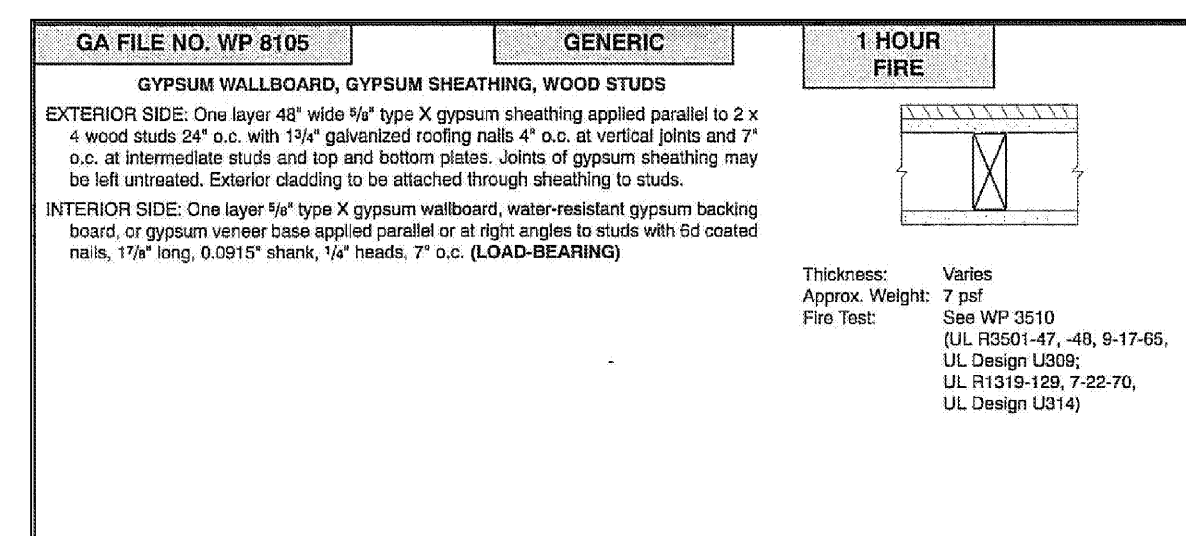


RECORD DRAWINGS




ADMINISTRATIVE SCHOOL DISTRICT NO. 1  
**W.E. MILLER ELEMENTARY SCHOOL**  
BEND, OREGON 97701  
300 NW CROSBY DRIVE


REVISION
RECORD DRAWINGS
DRAWINGS
PLAN : WINGS 'A' & 'C'
1/8" = 1' - 0"
DATE MAY 8, 2009
SHEET
<b>A2.1</b>




RECORD DRAWINGS AS REPORTED

DOCUMENTS HAVE BEEN REVISED BASED SOLELY ON RECORD WORKING DRAWINGS SUPPLIED BY THE CONTRACTOR AND THE CONTRACT DOCUMENTS. THEY DO NOT NECESSARILY SHOW ALL EXISTING CONDITIONS AND MAY NOT BE ACCURATE AT ALL LOCATIONS. FIELD VERIFY EXISTING AND / OR HIDDEN CONDITIONS PRIOR TO COMMENCEMENT OF NEW WORK.

 EXTERIOR WALL - 2x6 STUDS AT 16" O.C. WITH PLYWD. SHEATHING OVER, GYPSUM BD. INSIDE, AND SHOWN WITH CMU VENEER

 INTERIOR WALL - WOOD STUDS, 2x6 TYPICAL UNO, AT 16" O.C. WITH GYPSUM BD. FINISH EACH SIDE

 CMU WALL

④⑥⑧ → NOTATION OF NON-TYPICAL WALL WIDTH - WALL TYPES ARE AS INDICATED ABOVE

□S → SOUND WALL - SEE SPECIFICATIONS

AD  
9.05

**A1** → ACOUSTICAL WALL (STC 50) - TYPICAL EXTERIOR WALL CONSTRUCTION, EXCEPT PROVIDE 1/2" RESILIENT CHANNEL AT 24" O.C. ON INSIDE FACE OF STUDS.

**A3** → ACoustical WALL (STC 90) - 5/8" GYPSUM BOARD, 2x6 WOOD STUDS, HORIZONTAL RESILIENT CHANNEL AT 24" O.C. WITH 5/8" GYPSUM BOARD ON THE OTHER SIDE, AND 3" THICK FIBERGLASS INSULATION IN THE STUD CAVITY.

**A4** → ACOUSTICAL WALL - 5/8" GYPSUM BOARD, 2x4 WOOD STUDS AFFIXED WITH 3" BATT INSULATION BETWEEN, 8" CMU GROUTED SOLID.

**A5** → ACOUSTICAL WALL - 2 LAYERS 5/8" GYPSUM BOARD, 2x6 WOOD STUDS AT 16" O.C. HORIZONTAL RESILIENT CHANNEL AT 24" O.C. WITH 2 LAYERS 5/8" GYPSUM BOARD ON THE OTHER SIDE, AND 3" THICK FIBERGLASS INSULATION IN THE

◇ DENOTES RELITE TYPE

CG - CORNER GUARDS

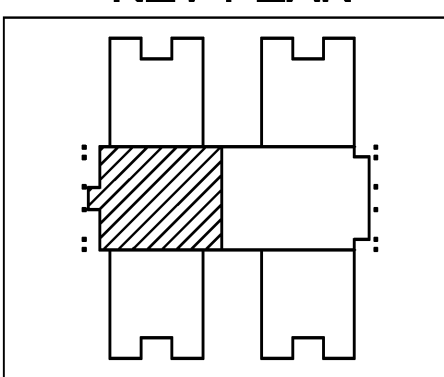
DIM 5. EXTERIOR DIMENSIONS ARE MEASURED FROM THE OUTSIDE FACE OF STUDS TO THE CENTERLINES OF OPENINGS AND INTERIOR WALLS.

INTERIOR DIMENSIONS ARE MEASURED TO THE CENTERLINES OF OPENINGS AND WALLS UNLESS DESIGNATED FOB (FACE OF STUDS).  
DIMENSIONS TO CMU WALLS ARE MEASURED FROM THE FACE OF BLOCK (FOB) AND TO OPENINGS.

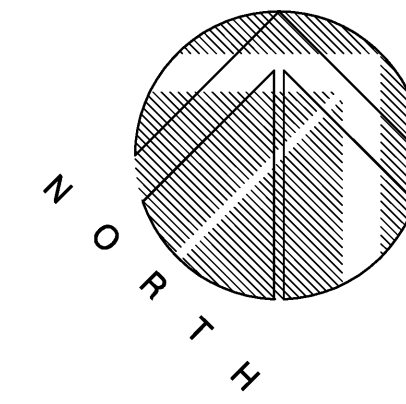
GENERAL NOTES

1. CONCRETE SLABS TO RECEIVE ALL PREFABRICATED SHOWER UNITS SHALL RECESS TO ACCOMMODATE FOR ADA REQUIREMENTS. VERIFY WITH MANUFACTURER'S SHOP DRAWINGS.

## KEY PLAN



PROJECT NORTH



# RECORD DRAWINGS

ADMINISTRATIVE SCHOOL DISTRICT NO. 1

BEND - LA PINE SCHOOLS

BEND - LA PINE SCHOOLS  
ADMINISTRATIVE SCHOOL DISTRICT NO. 1  
**W.E. MILLER ELEMENTARY SCHOOL**  
300 NW CROSBY DRIVE  
BEND, OREGON 97701

300 NW CROSBY DRIVE

REVISION  
RECORD DRAWING

DRAWINGS

PLAN :  
CORE FACILITY  
PART 1

$$1/8'' = 1'-0$$

DATE MAY 8, 2009

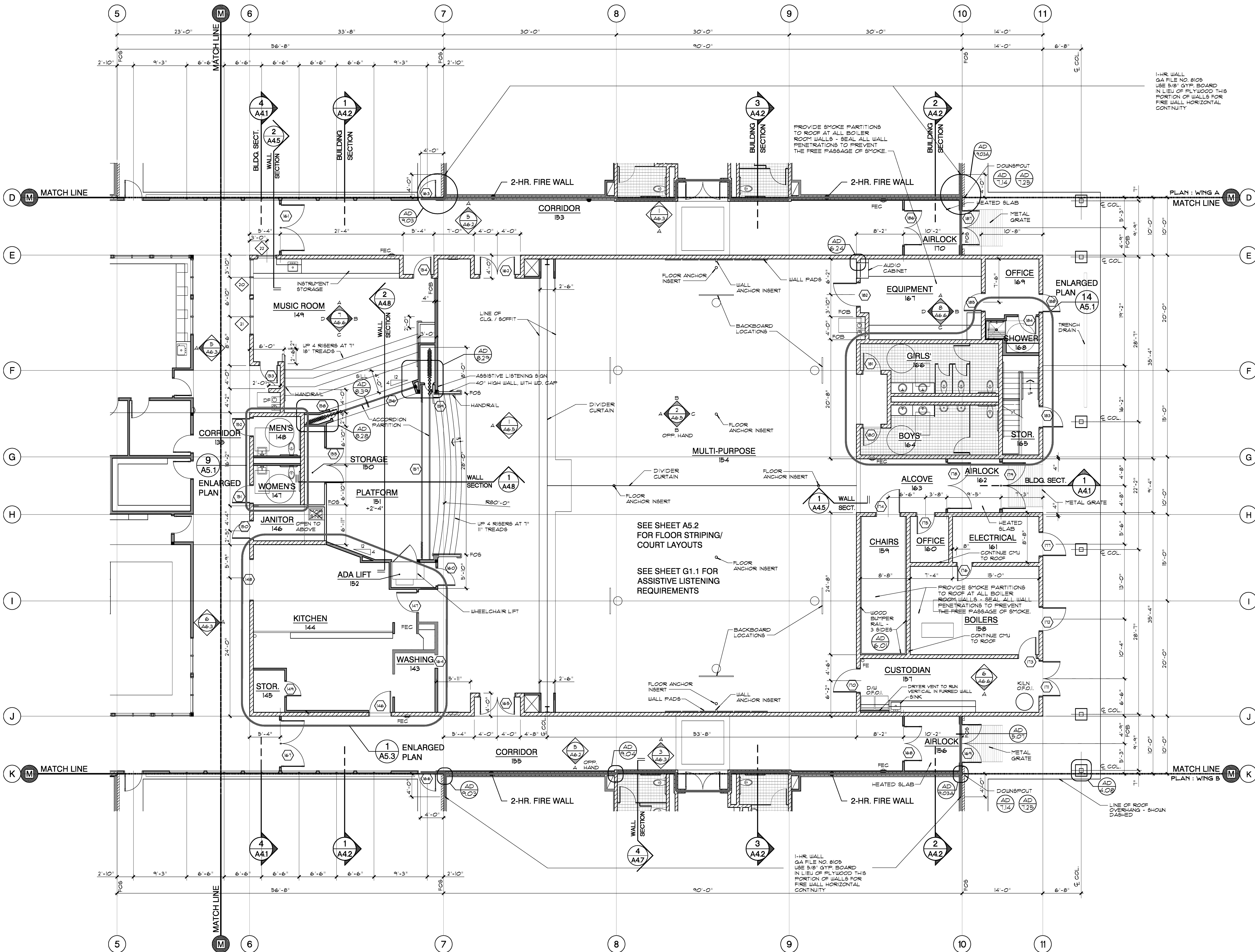
SHEET

## A2.2

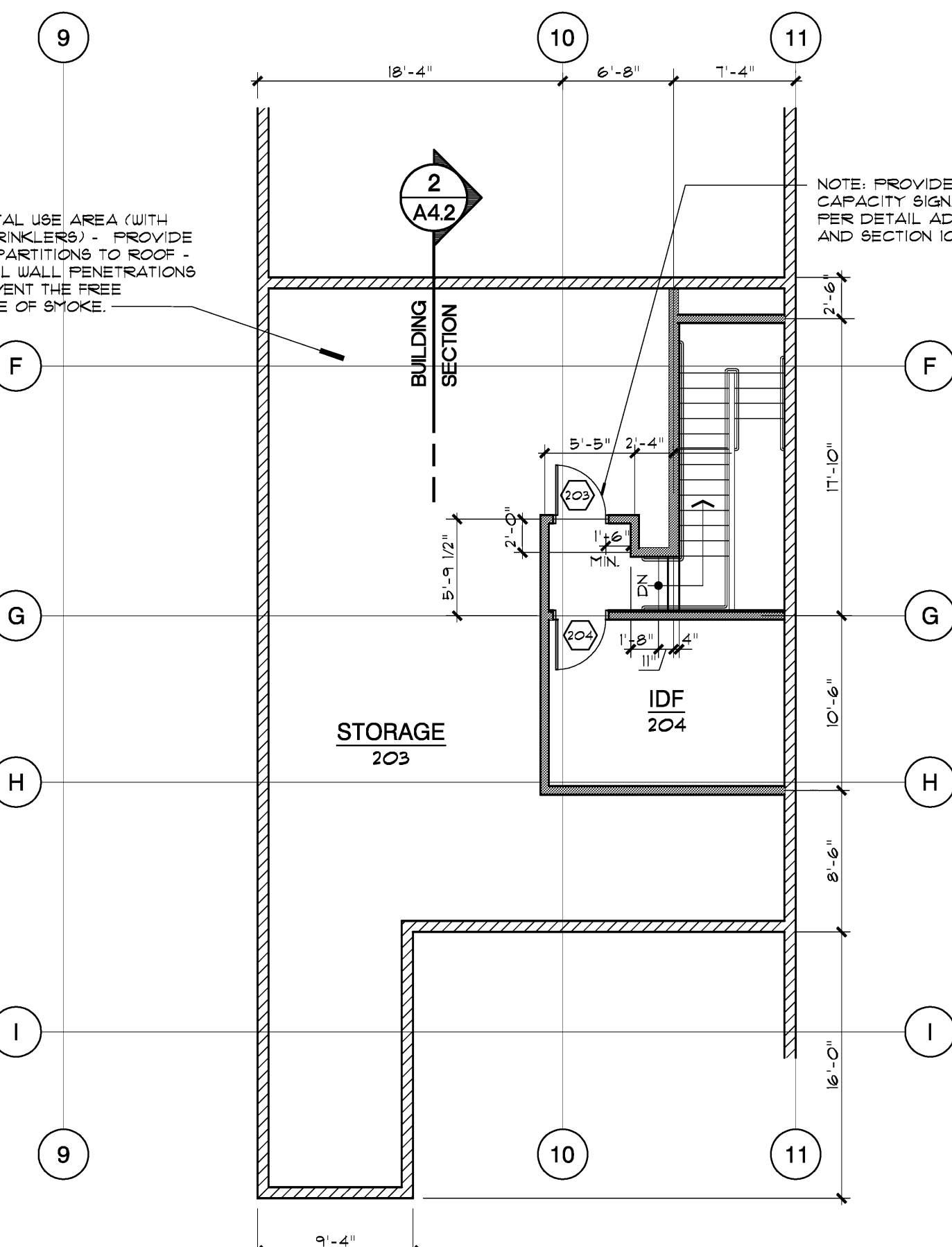


RECORD DRAWINGS AS REPORTED

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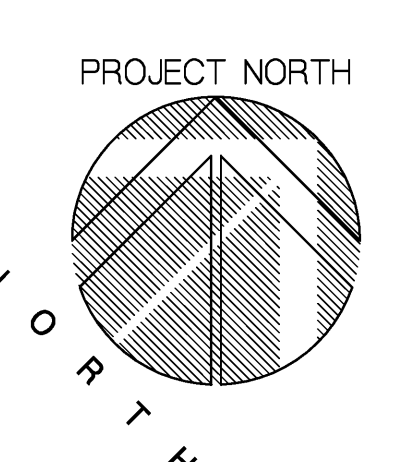
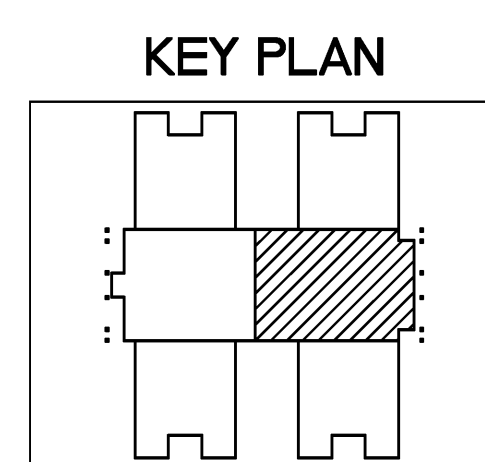


1 PLAN : CORE FACILITY - PART 2



2 PLAN : UPPER FLOOR

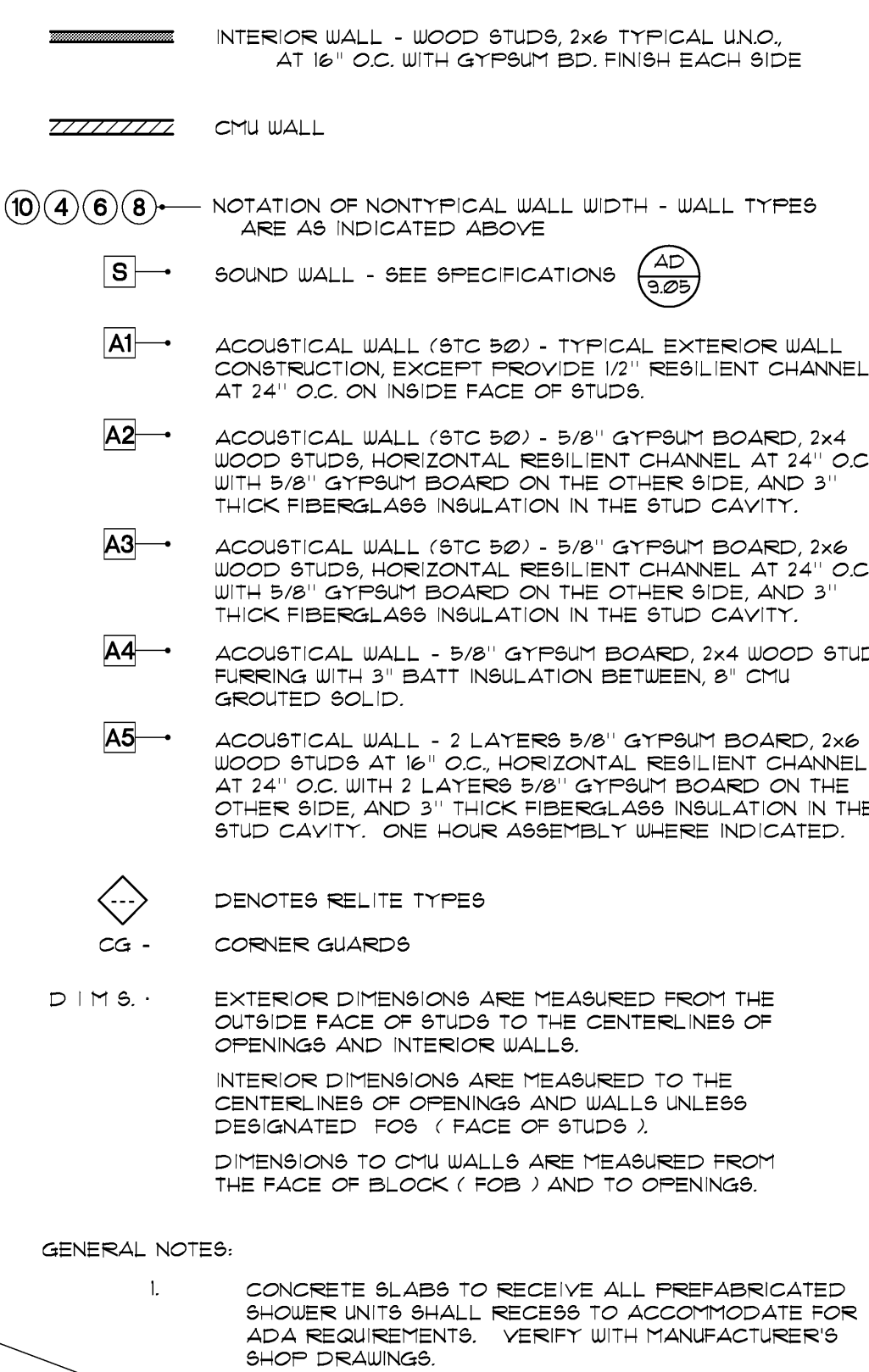
- EXTERIOR WALL - 2x6 STUDS AT 16\"/>
- INTERIOR WALL - WOOD STUDS 2x6 TYPICAL UNO, AT 16\"/>
- CMU WALL
- NOTATION OF NON-TYPICAL WALL WIDTH - WALL TYPES ARE AS INDICATED ABOVE
- SOUND WALL - SEE SPECIFICATIONS
- ACOUSTICAL WALL (STC 50) - TYPICAL EXTERIOR WALL CONSTRUCTION EXCEPT PROVIDE 1/2\"/>
- ACOUSTICAL WALL (STC 50) - 5/8\"/>
- ACOUSTICAL WALL (STC 50) - 5/8\"/>
- ACOUSTICAL WALL - 5/8\"/>
- ACOUSTICAL WALL - 2 LAYERS 5/8\"/>
- DENOTES RELITE TYPES
- CORNER GUARDS
- EXTERIOR DIMENSIONS ARE MEASURED FROM THE OUTSIDE FACE OF STUDS TO THE CENTERLINES OF OPENINGS AND INTERIOR WALLS.
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- DIMENSIONS TO CMU WALLS ARE MEASURED FROM THE FACE OF BLOCK (FOS) AND TO OPENINGS.
- GENERAL NOTES:
- CONCRETE SLABS TO RECEIVE ALL PREFABRICATED SHOWER UNITS SHALL RECESS TO ACCOMMODATE FOR ADA REQUIREMENTS. VERIFY WITH MANUFACTURER'S SHOP DRAWINGS.



ADMINISTRATIVE SCHOOL DISTRICT NO. 1  
BEND - LA PINE SCHOOLS  
W.E. MILLER ELEMENTARY SCHOOL  
300 NW CROSBY DRIVE  
BEND, OREGON 97701

REVISION
RECORD DRAWINGS
DRAWINGS
PLAN : CORE FACILITY PART 2
1/8\"/>
DATE MAY 8, 2009
SHEET
A2.3

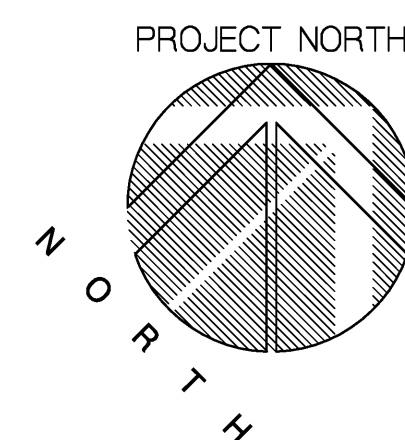
RECORD DRAWINGS



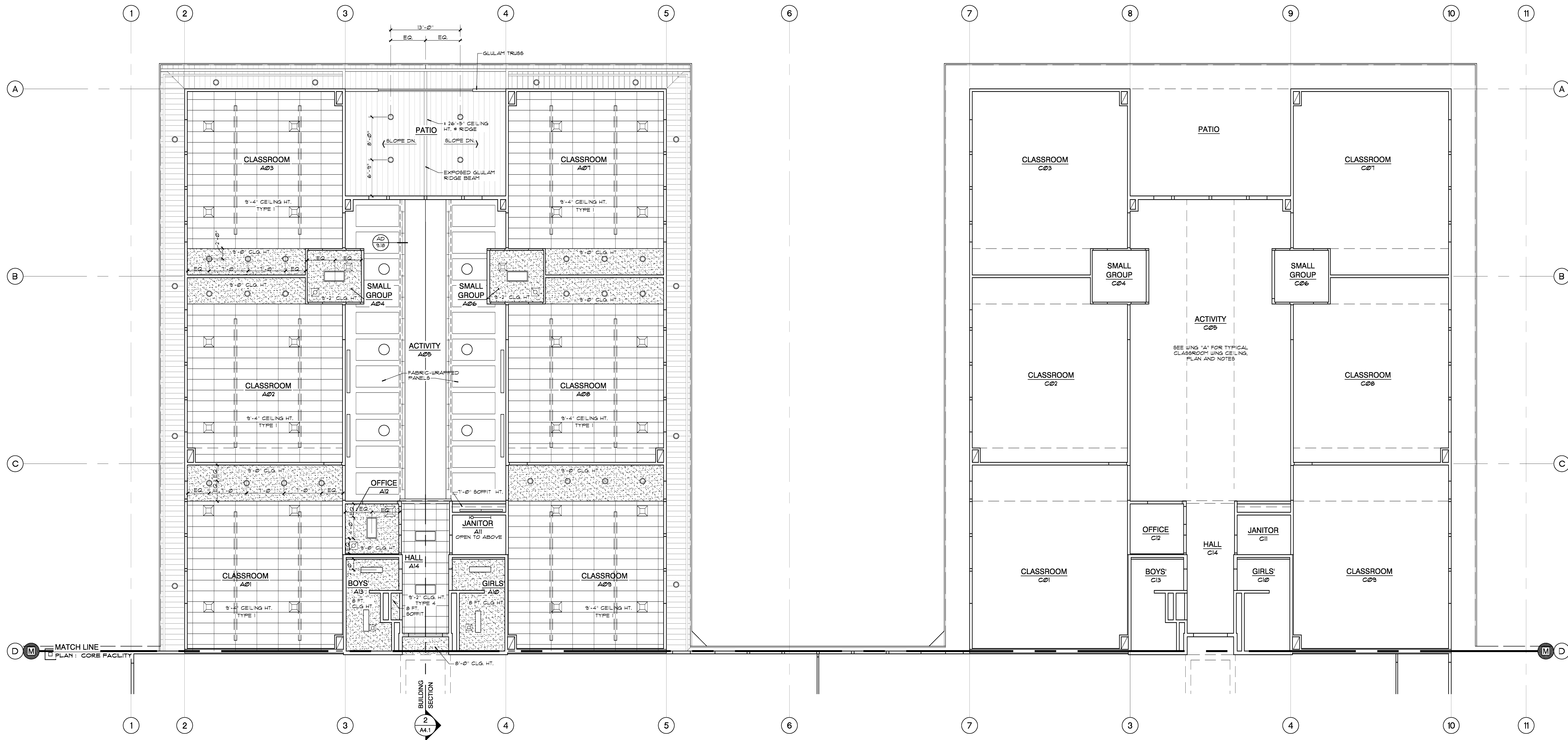
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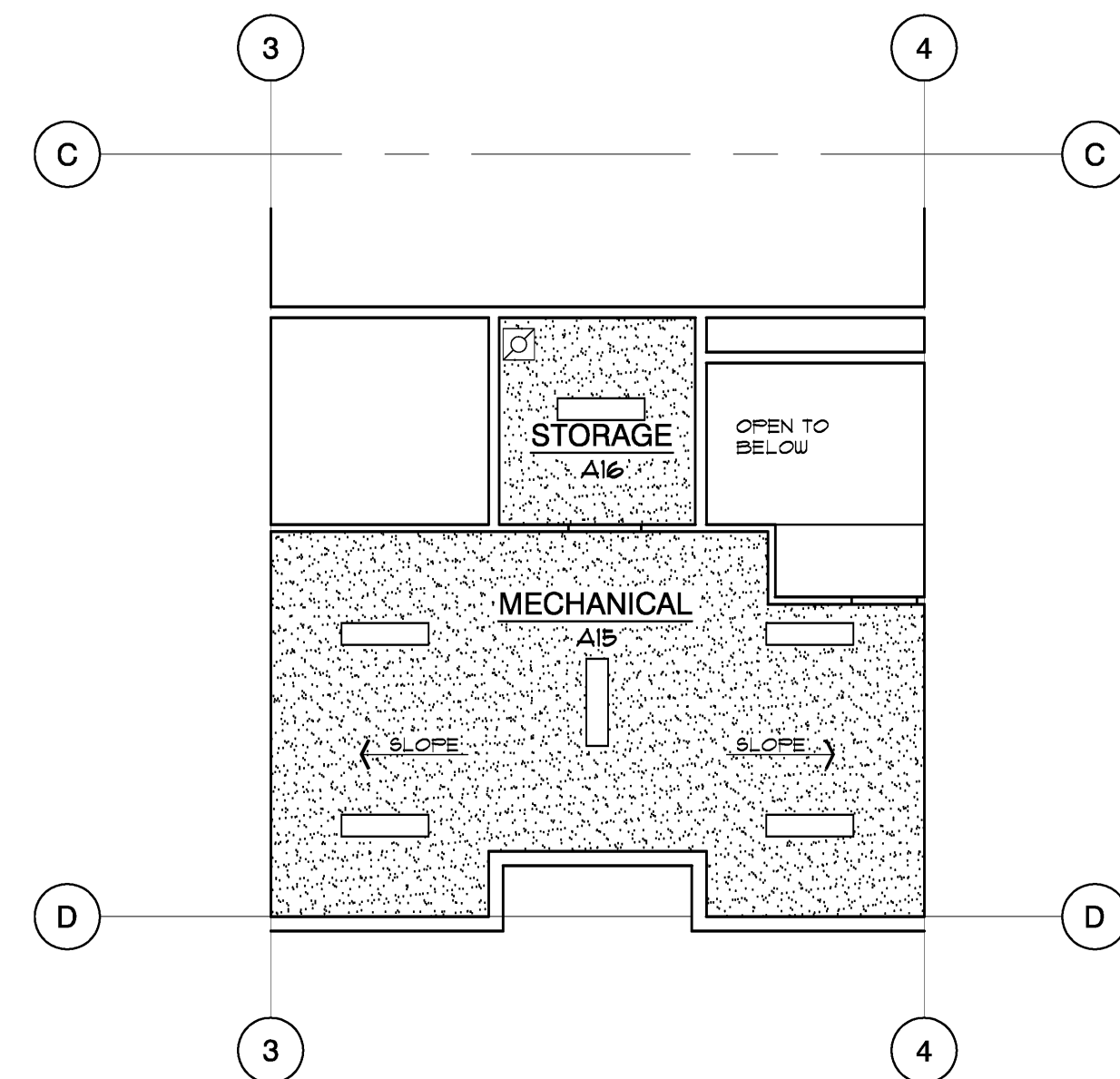
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1 PLAN : REFLECTED CEILING - WING ' A ' & WING ' C '  
A7.1

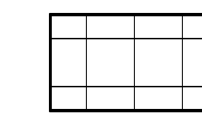


2 PLAN : REFLECTED CEILING - UPPER FLOOR  
A7.1

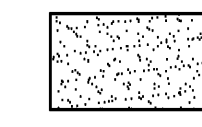
## RECORD DRAWINGS AS REPORTED

DOCUMENTS HAVE BEEN REVISED BASED SOLELY ON RECORD WORKING DRAWINGS SUPPLIED BY THE CONTRACTOR AND THE CONTRACT DOCUMENTS. THEY DO NOT NECESSARILY SHOW ALL EXISTING CONDITIONS AND MAY NOT BE ACCURATE AT ALL LOCATIONS. FIELD VERIFY EXISTING AND / OR HIDDEN CONDITIONS PRIOR TO COMMENCEMENT OF NEW WORK.

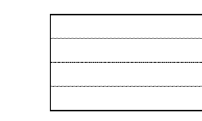
## LEGEND



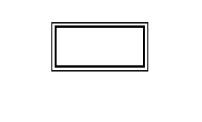
SUSPENDED ACOUSTICAL TILE CEILING  
REFER TO SPECIFICATION FOR TYPE



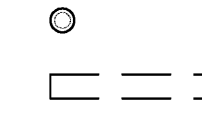
 GYPSUM BOARD CEILING / SOFFIT - SUSPENDED FROM STRUCTURE UNLESS NOTED OTHERWISE  
REFER TO NOTE #1



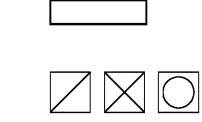
EXTERIOR WOOD BOFFIT



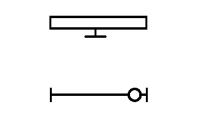
RECESSED FLUORESCENT FIXTURE



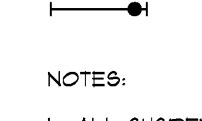
RECESSED LIGHT FIXTURE



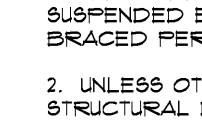
SURFACE-MOUNTED FLUORESCENT FIXTURE



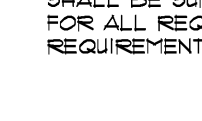
WALL-MOUNTED FLUORESCENT FIXTURE



STRIP LIGHT FIXTURE - EMERGENCY



OR SOFFIT PANEL SYSTEMS SHALL BE  
IL 9/AT.1

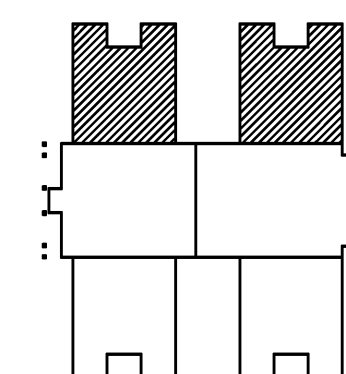


DEAD LOADS, LIVE LOADS, AND SEISMIC  
THE INSTALLING CONTRACTOR.

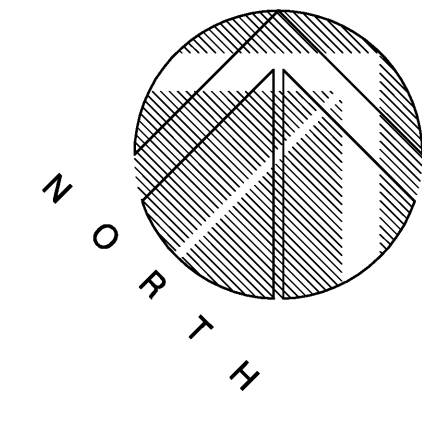
NOTES:

1. ALL SUSPENDED ACOUSTICAL TILE CEILING SYSTEMS AND SUSPENDED EXTERIOR SOFFIT PANEL SYSTEMS SHALL BE BRACED PER DETAIL 3/A7.1.
2. UNLESS OTHERWISE INDICATED ON ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS, INTERIOR GYPSUM BOARD CEILINGS SHALL BE SUPPORTED BY METAL FRAMING SYSTEMS DESIGNED FOR ALL REQUIRED DEAD LOADS, LIVE LOADS, AND SEISMIC REQUIREMENTS BY THE INSTALLING CONTRACTOR.

## KEY PLAN



PROJECT NORTH



# RECORD DRAWINGS

BEND - LA PINE SCHOOLS

ADMINISTRATIVE SCHOOL DISTRICT NO. 1

**bbt ARCHITECTS**  
1133 NW WALL ST. • SUITE 200 • BEND, OR 97701

BEND, OREGON 97701

300 NW CROSBY DRIVE

REVISION	
	RECORD DRAWINGS

DRAWINGS  
REFLECTED  
CEILING PLAN :  
WING 'A' & 'C'

1/8" = 1'-0"

DATE MAY 8, 2009

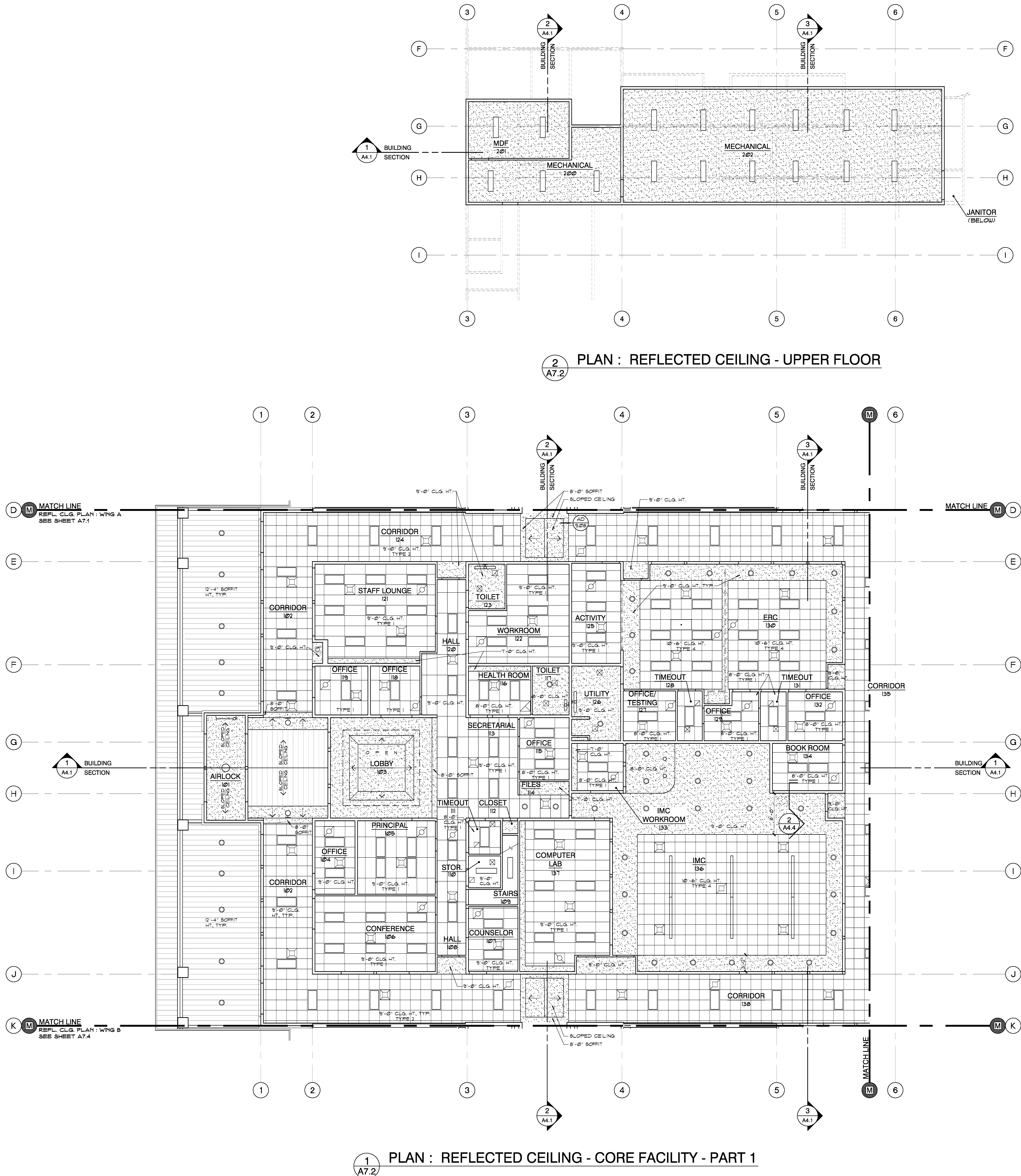
SHEET

## A7.1

L:\User\JLPine\_SJ\Worksheet 15 Miller ESH Record Drawings\WES\_A7.2.dwg Jan 20,2010 - 2:02pm

135-1000-129

© 2007 BEI ARCHITECTS, INC.



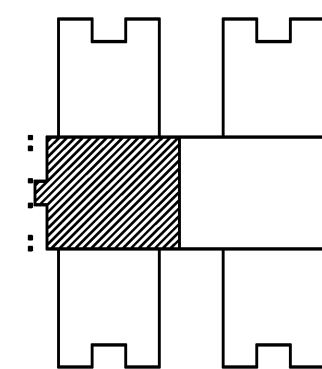
**RECORD DRAWINGS AS REPORTED**  
DOCUMENTS HAVE BEEN REVISED BASED SOLELY ON RECORD WORKING DRAWINGS SUPPLIED BY THE CONTRACTOR AND THE CONTRACT DOCUMENTS. THEY DO NOT NECESSARILY SHOW ALL EXISTING CONDITIONS AND MAY NOT BE ACCURATE AT ALL LOCATIONS. FIELD VERIFY EXISTING AND / OR HIDDEN CONDITIONS PRIOR TO COMMENCEMENT OF NEW WORK.

**LEGEND**

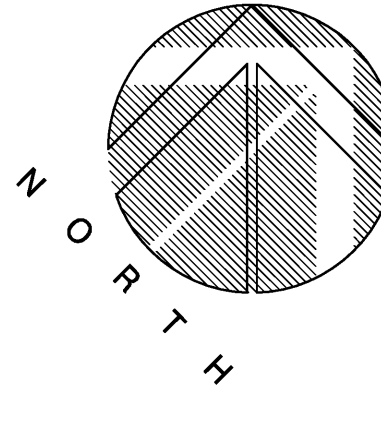
- SUSPENDED ACOUSTICAL TILE CEILING  
REFER TO SPECIFICATION FOR TYPE
- GYPSUM BOARD CEILING / SOFFIT - SUSPENDED  
REFER TO NOTE 1
- EXTERIOR WOOD SOFFIT
- RECESSED FLUORESCENT FIXTURE
- RECESSED LIGHT FIXTURE
- SURFACE-MOUNTED FLUORESCENT FIXTURE
- MECHANICAL REGISTERS - SEE  
MECHANICAL DRAWINGS
- WALL-MOUNTED FLUORESCENT FIXTURE
- STRIP LIGHT FIXTURE
- STRIP LIGHT FIXTURE - EMERGENCY

**NOTES:**  
1. ALL SUSPENDED ACOUSTICAL TILE CEILING SYSTEMS AND SUSPENDED EXTERIOR SOFFIT PANEL SYSTEMS SHALL BE BRACED PER DETAIL A4.1.  
2. UNLESS OTHERWISE INDICATED ON ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS, INTERIOR GYPSUM BOARD CEILINGS SHALL BE SUPPORTED BY METAL BRACING SYSTEMS DESIGNED FOR ALL REQUIRED DEAD LOADS, LIVE LOADS, AND SEISMIC REQUIREMENTS BY THE INSTALLING CONTRACTOR.  
3. SOFFIT AT ENTRY TO ATTACH TO UNDERSIDE OF TRUSSES AT ELEV. 12'-4".

**KEY PLAN**



PROJECT NORTH



**RECORD DRAWINGS**

ADMINISTRATIVE SCHOOL DISTRICT NO. 1  
**W.E. MILLER ELEMENTARY SCHOOL**  
BEND, OREGON 97701  
300 NW CROSBY DRIVE



REVISION
1. RECORD DRAWINGS
2.
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4.
5.
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10.

DRAWINGS
REFLECTED CEILING PLAN : CORE FACILITY PART 1
1/8" = 1'-0"
DATE MAY 8, 2009
SHEET

**A7.2**



# RECORD DRAWINGS

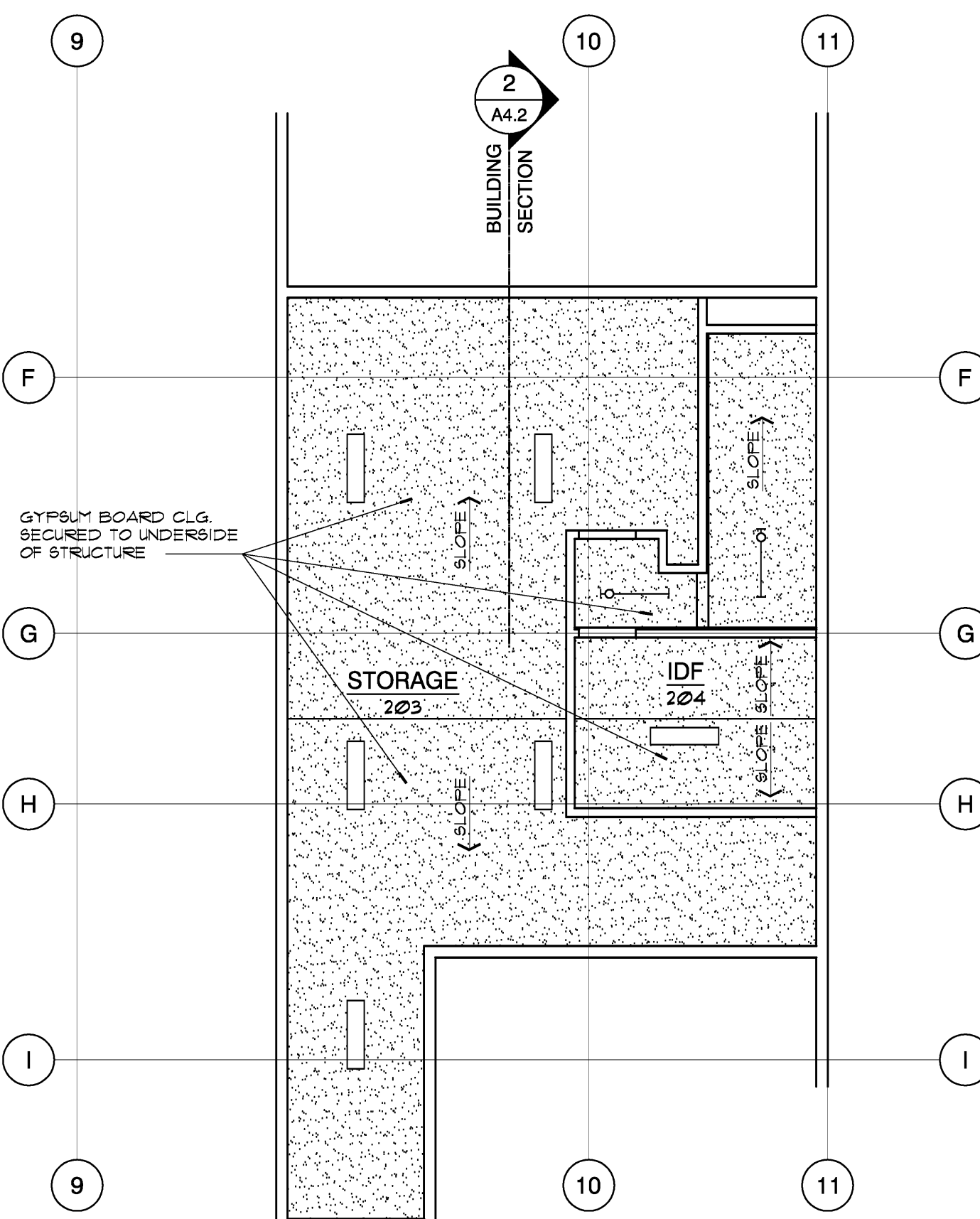
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2  
A7.3

DOCUMENTS HAVE BEEN REVISED BASED SOLELY ON RECORD WORKING DRAWINGS SUPPLIED BY THE CONTRACTOR AND THE CONTRACT DOCUMENTS. THEY DO NOT NECESSARILY SHOW ALL EXISTING CONDITIONS AND MAY NOT BE ACCURATE AT ALL LOCATIONS. FIELD VERIFY EXISTING AND / OR HIDDEN CONDITIONS PRIOR TO COMMENCEMENT OF NEW WORK.

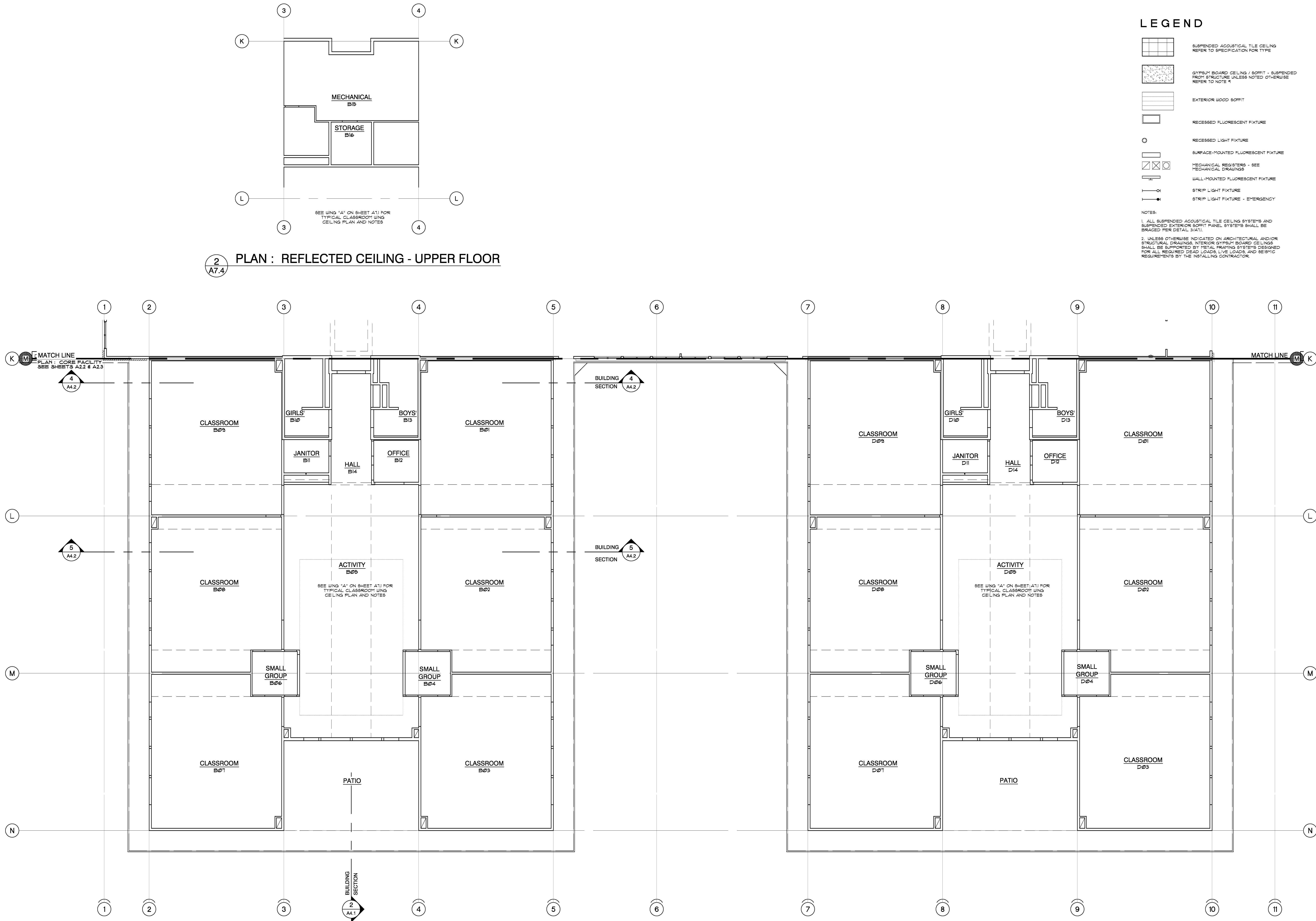
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A7.3



\\s01\LA\Pine\_School\_District\BIS\W001\135-1000-131\Record Drawings\WES\_A7.4.dwg Jan 20,2010 - 2:46pm

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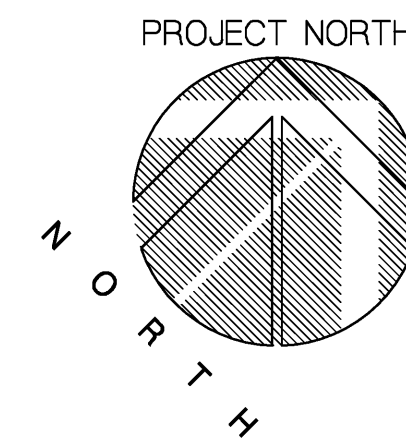
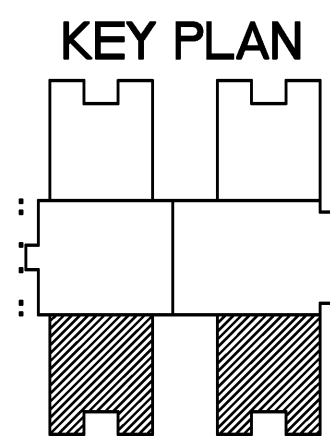
135-1000-131



2 PLAN : REFLECTED CEILING - UPPER FLOOR  
A7.4

1 PLAN : REFLECTED CEILING - WING ' B ' & WING ' D '  
A7.4

RECORD DRAWINGS AS REPORTED  
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RECORD DRAWINGS

REVISION	
1	RECORD DRAWINGS
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DATE MAY 8, 2009  
SHEET  
A7.4

BEND - LA PINE SCHOOLS ADMINISTRATIVE SCHOOL DISTRICT NO. 1  
W.E. MILLER ELEMENTARY SCHOOL  
300 NW CROSBY DRIVE  
BEND, OREGON 97701



# Fire System Inspection Alarm System

Inspection Company Name: Tomco Electric

Address

850 NE 1st Street

City

Bend

State

OR

Zip Code

97701

## Protected Property

Site Name: William E. Miller Elementary

Address: 300 NW Crosby Dr

City: Bend

State: OR

Zip: 97702

Phone:

Date of Inspection:

4-14-22

## Inspection Frequency

☒ Annual☐ Semi-Annual☐ Quarterly

Other: \_\_\_\_\_

## Fire Alarm System Information:

Percentage of System Tested:

System Type:

☒ Hardwired☒ Addressable☐ MultiPlex

Panel Type:

Manufacturer: EST

Model:

Quickstart

UL Listed:

☒ YES☐ NO

## Area Inspected:

All Areas

## Deficiencies Found:

☐ YES☒ NO

Please see last page of the Alarm Inspection report for the deficiencies.

## Recommendations & Comments:

☒ This certifies that our Representative has tested the above noted fire system, and has left the system in good operating condition.☐ This acknowledges that our Representative has tested the above noted fire system, and that the system is not fully operational. In Addition, all problems have been reviewed with the client. The system has been left in the same condition as it was prior to the inspection.

Customer Acknowledgment

Date

Service Technician

Date

4-14-22

System Condition: ☐ RED TAG☐ YELLOW TAG☒ GREEN TAG

# **System Tests and Inspections**

## **1) Field Devices Tested**

### A) Smoke Detectors

☐ Ionization

☒ Photoelectric

☐ Both

☒ Satisfactory

☐ Unsatisfactory

☒ Functional

☐ Visual

Comments:

Quantity

155

### B) Manual Pull Stations

☐ Coded

☐ Non coded

☒ Addressable

☒ Satisfactory

☐ Unsatisfactory

☒ Functional

☐ Visual

Comments:

Quantity

42

### C) Heat Detectors

☐ Fixed

☐ Rate of Rise

☒ Combination

☒ Satisfactory

☐ Unsatisfactory

☒ Functional

☐ Visual

Comments:

Quantity

38

### D) Duct Detectors

☐ Ionization

☒ Photoelectric

☐ Both

☒ Satisfactory

☐ Unsatisfactory

☒ Functional

☒ Visual

Comments:

Quantity

7

### E) Water Flow Switches

☒ Paddle

☐ Pressure

☐ Satisfactory

☐ Unsatisfactory

☐ Functional

☐ Visual

Comments:

Quantity

2

### F) Tamper Switches

☐ Satisfactory

☐ Unsatisfactory

Comments:

TESTED BY OTHERS

Quantity

3

## **2) Emergency Communication System**

Fireman Phones

☐ Satisfactory

☐ Unsatisfactory

☒ N/A

☐ Not Tested

Phone Jacks

☒ Satisfactory

☐ Unsatisfactory

☐ N/A

☐ Not Tested

Indicator Panel

☒ Satisfactory

☐ Unsatisfactory

☐ N/A

☐ Not Tested

Amplifiers

☐ Satisfactory

☐ Unsatisfactory

☒ N/A

☐ Not Tested

Comments:

## **3) Signaling Devices**

☐ Speakers

Quantity

☒ Strobes

Quantity

☒ Horns

Quantity

☒ Functional

☒ Visual

☐ Bells Chimes

Quantity

Comments:

# **System Tests and Inspections**

## **4) Supervisory Functions**

Main Power	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Backup Power	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Trouble Silence Switch	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Trouble Audible	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Trouble Visual	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Ground Fault	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Disconnect Switches	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Fire Pump Running	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Fan Status	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested

Comments:

## **5) Panel Operations**

Initiating Circuits	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Signal Circuits	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Alarm Silence Switch	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Alarm Reset Switch	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Lamp Test Switch	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
All Lamps/LED's	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Printer	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested

Comments:

## **6) Panel Operations**

Door Release	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Elevator Capture	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Fan Control	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
City Tie	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Central Station	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
HVAC Shut Down	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Not Tested
Remote Annunciators	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A	<input type="checkbox"/> Not Tested

Comments:

## **7) Special Hazard Systems**

Make	Model	Visual	Device Operation	Simulated Operation
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Fire System Inspection

## Alarm System

### System Tests and Inspections

Please List Deficiencies:

**Recommendations:**

**All Technicians MUST check one of these tags:**

System Condition:

☐

RED TAG

☐

YELLOW TAG

☒

GREEN TAG



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## 1270 Point Analog Addressable Integrated Voice Fire Alarm System

### PART 1.0 – GENERAL

#### 1.1 DESCRIPTION:

- A. This section of the specification includes the furnishing, installation, connection, and testing of the intelligent, microprocessor controlled, analog addressable, voice EVAC fire alarm equipment required to form a complete and operational system. It shall include but not be limited to a Fire Alarm Control Panel (FACP), alarm initiating devices, alarm notification appliances, auxiliary control devices, annunciators, local operating consoles, TCP/IP (Ethernet) and/or digital alarm communications to central stations and wiring as shown on the drawings and specified herein.
- B. The fire alarm system shall comply with the requirements of NFPA 72 National Fire Alarm Code except as modified by the local Authority Having Jurisdiction and supplemented by this specification. The system field devices shall be supervised either electrically or through software driven polling process.
- C. The FACP and associated field devices shall be manufactured or supplied 100% by a single U.S. manufacturer that is ISO 9001 certified.
- D. The FACP and associated field devices system shall comply with the following Underwriters Laboratories Inc. (UL) USA listing standards as applicable.
  - 1. No. 38 Manually Actuated Signaling Boxes
  - 2. No. 50 Cabinets and Boxes
  - 3. No. 864 Control Units for Fire Protective Signaling Systems
  - 4. No. 2572 Standard for Mass Notification Systems
  - 5. No. 268 Smoke Detectors for Fire Protective Signaling Systems
  - 6. No. 268A Smoke Detectors for Duct Applications
  - 7. No. 346 Waterflow Indicators for Fire Protective Signaling Systems
  - 8. No. 464 Audible Signaling Appliances
  - 9. No. 521 Heat Detectors for Fire Protective Signaling Systems
  - 10. No. 1638 Private Mode Emergency and General Utility Signaling
  - 11. No. 1971 Visual Notification Appliances
- E. The FACP shall meet the requirements of UL ANSI 864 Ninth Edition. Systems listed to UL ANSI 864 Eighth Edition or earlier revisions are not acceptable.
- F. The installing company shall provide employ NICET Level II (or higher) fire alarm technicians to supervise the programming and testing of the system and to ensure the systems integrity.

#### 1.2 SCOPE:

- A. An intelligent, microprocessor controlled, analog addressable fire alarm detection system shall be installed in accordance with the project specifications and drawings.
- B. Basic Performance:
  - 1. Analog Addressable devices shall be connected to the FACP Signaling Line Circuit (SLC)
  - 2. The FACP SLC shall support Class A (Style 6 or 7), Class B (Style 4), or Class X wiring configuration.
  - 3. The SLC loop shall not require twisted or shielded cabling. Systems that require twisted and/or shielded cabling for the SLC loop are not acceptable.

4. The FACP Notification Appliance Circuits shall support either Class A (Style Z) or Class B (Style Y) wiring configuration.
5. The single and dual channel amplifier panels shall both support either Class A (Style Z) or Class B (Style Y) speaker circuit wiring configuration.
6. The FACP RS-485 bus shall support either Class A or Class B wiring configuration.
7. All circuits shall be power limited per UL 864 requirements.
8. The secondary power source of the fire alarm control panel shall be capable of providing at least 24 hours of backup power with the ability to power the system for an additional 15 minutes in an alarm condition, at the end of the 24-hour backup period.

#### C. Basic System Operation

1. When an off normal condition occurs (Alarm, Supervisory, or Trouble) the respective LED on the FACP shall illuminate.
2. A piezo sounder shall activate at the FACP during any off normal condition until the SILENCE button is pressed by an authorized user.
3. A Red LED shall illuminate when an alarm or pre-alarm condition exists.
4. An Amber (yellow) LED shall illuminate when a Supervisory or Trouble condition exists.
5. A backlit 4-line 40-character LCD screen shall display all messages that refer to an off-normal condition.
6. An Alarm condition shall have priority over all other signals.
7. When mandated by AHJ, system shall be capable of being configured to allow ECS/MNS activated messages to take priority over fire alarm signals.
8. The FACP shall include an event buffer that maintains the last 4,000 system events including a date and time stamp for each.
9. The FACP shall include a paging microphone and pushbutton switches. The pushbutton switches shall be configurable to be used for selective paging, or to manually activate ECS messages.
10. In response to a fire alarm condition, the systems notification appliances and relay-controlled output circuits that are associated through programming with the device initiating the alarm, shall automatically activate. Additionally, the system shall notify an approved central station via dial-up, IP, or cellular means as deemed acceptable by the local Authority Having Jurisdiction (AHJ).

#### 1.3 SUBMITTALS:

##### A. General

1. Two (2) copies of all submittals shall be submitted to the Architect/Engineer for review and approval.
2. All references to manufacturers model numbers and other pertinent information herein is intended to establish minimum standards of performance, function, and quality.

3. For equipment other than that specified, the contractor shall provide proof that the proposed substitute equipment equals or exceeds the form, feature, function, performance, and quality of the specified equipment.

## B. Shop Drawings

1. Drawings shall be provided that include all field devices that are installed as part of the fire alarm system including the address, circuit, location, and type for each. Whenever possible, the drawings shall reflect other components of the building such as air diffusers, HVAC returns, lights, etc. to determine compliance.
2. The drawings shall include conductor counts and wire sizes for each circuit.
3. The location and mounting configuration of the FACP, remote power supplies, and terminal cabinets shall be indicated on the drawings.

## C. Other documentation

1. In addition to the shop drawings, the following information shall also be included with the submittal.
  - a. Manufacturer's technical data sheets for each piece of equipment that will be installed.
  - b. Standby battery calculations for the FACP and any remote power supply or other panels that include their own standby batteries.
  - c. Voltage drop calculations showing the worst case end of line voltage for all notification appliance circuits
  - d. Detailed description of the overall operation of the system or a sequence of operation matrix.
  - e. Proof of factory training and certification of the supervising technician assigned to the project.
  - f. Proof of factory training and certification of a service technician employed by the Installation Company that can be onsite to troubleshoot and repair any service-related problems with the system, within 4 hours of being notified of the problem.

## 1.4 WARRANTY:

- A. All the main fire alarm system components including control panels, detectors, modules, and notification devices furnished under this contract shall include a warranty from the manufacturer for a period of five (5) years from the date of purchase. All other materials, labor and work performed under this contract shall be free of defects and shall remain so for a period of one (1) year from the date of acceptance. The full cost of materials and labor to correct any defects during these warranty periods shall be included in the installed price of the system.

## 1.5 MAINTENANCE:

- A. Maintenance and testing shall be on a semi-annual basis or as required by the AHJ. A preventative maintenance schedule shall be provided by the contractor describing the protocol for preventative maintenance. The schedule shall include:
  1. Systematic testing and complete inspection of the entire fire alarm system including control panels, field devices, and wiring terminations including smoke sensors, heat sensors, manual pull stations, sprinkler system switches, remote panels, power supplies, and terminal boxes, and all other fire alarm accessories, in accordance with NFPA 72. Cleaning and adjusting of these devices shall be conducted at this time.
  2. An inspection and test of system power supplies, batteries, circuit breakers, and fuses as well as a load test of the batteries shall be conducted in accordance with NFPA 72.

3. Placing the system into an alarm condition and checking each notification device for proper operation.
4. Removing devices from the FACP SLC circuit to ensure a trouble condition occurs.
5. Input and output mapping shall be tested to ensure proper sequence of operation.
6. Signal transmission shall be tested to the Monitoring Station.
7. A report showing the calibrated sensitivity of each of the systems smoke detectors shall be generated from the fire alarm control panel and verified to ensure all smoke detectors are within UL tolerance.
8. Following each periodic maintenance and test, the owner shall be provided with a detailed report of the test results including any deficiencies found.

#### 1.6 POST CONTRACT EXPANSIONS:

- A. The contractor shall supply any necessary parts and/or labor necessary for expansion of the system for a period of 1 year from the date of completion.
- B. When submitting the fire alarm system bid package, the contractor shall provide a quote for the expansion of the system by 10%. The quote shall include all costs for a complete installation including labor and materials for 1/10th of the number of devices used in the original overall specification and installation. The pricing shall be itemized to show single lot individual pricing of each item.
- C. The prices quoted for system expansion will remain valid for 1 year from the date of completion.
- D. The system expansion pricing shall be all inclusive and include costs for programming or reprogramming the system as needed.
- E. Submittals that do not include a quote for expansion will be rejected.

#### 1.7 APPLICABLE STANDARDS AND SPECIFICATIONS:

- A. The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable.
  1. National Fire Protections Association (NFPA)
    - a. No. 13 Sprinkler Systems
    - b. No. 70 National Electric Code (NEC)
    - c. No. 72 National Fire Alarm Code
    - d. No. 101 Life Safety Code
  2. Local and State Building Codes
  3. All requirements of the local Authority Having Jurisdiction (AHJ)

#### 1.8 APPROVALS:

- A. The system shall have the proper listing and/or approval from the following recognized agencies:
  1. UL Underwriters Laboratories Inc.

#### PART 2.0 – PRODUCTS:

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## 2.1 EQUIPMENT AND MATERIALS:

- A. All equipment and components shall be new, and of the manufacturers current model. The materials, appliances, equipment, and devices shall be tested and listed for its intended purpose by a recognized national listing testing laboratory.
- B. All equipment and components shall be installed in strict compliance with the manufacturer's recommendations as indicated in the installation manuals and wiring diagrams for the system.
- C. All equipment attached to walls and ceiling shall be securely fastened. Ceiling mounted devices shall not be supported solely by suspended ceilings. A back box shall be used for mounting all equipment. A listed and compatible back box shall be used on all outdoor devices, or those devices installed in locations subject to moisture.
- D. All equipment shall be manufactured by an ISO 9001 certified company.
- E. All equipment shall be readily available through wholesale distribution outlets to licensed installation contractors that are independent of the systems manufacturer.

## 2.2 CONDUIT AND WIRE:

### A. Conduit:

- 1. The conduit or raceway shall be installed in accordance with the National Electrical Code, state and local requirements.
- 2. Where required, all wiring shall be installed in conduit or raceway. Conduit fill shall not exceed 40% on the interior cross-sectional area where three or more cables are contained within a signal conduit.
- 3. All conduit and raceway shall be listed and/or approved by a recognized national testing laboratory.
- 4. Conduit size shall be 3/4" minimum.
- 5. Conduit may only enter the fire alarm control panel, power supply, annunciator, and other system cabinets through the pre-punched knockouts provided by the system manufacturer.
- 6. Fire alarm cables must be separated from any Class 1 circuits, and shall not be placed in any conduit, junction box, or raceway containing Class 1 or light or power circuits.
- 7. With the exception of speaker and V-link voice circuit wiring, 24 volt DC control, alarm, notification, emergency communication and similar power-limited auxiliary functions, may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.

### B. Wire:

- 1. All fire alarm wiring shall be new.
- 2. Wiring shall be installed in accordance with local, state, and national codes and as recommended by the manufacturer of the fire alarm system.
- 3. All wire and cable shall be listed and/or approved by a recognized national testing laboratory for its intended purpose.

4. The Signaling Line Circuit (SLC) loop shall be installed with a minimum #18 AWG wire, and shall allow the use of non-twisted and non-shielded solid or stranded wire. Systems that require twisted and/or shielded wiring are not acceptable.
5. Notification Appliance Circuits (NAC) shall be wired with not less than #16 AWG wire as required for proper end of line operating voltage.
6. Speaker Circuits shall be wired with not less than #16 AWG wire as required for proper end of line voltage and decibel output.
7. All field wiring shall be supervised for open circuits and earth ground faults.
8. The FACP RS-485 wiring bus shall be capable of operating system devices up to 6500 feet away from the main panel, without the use of additional power supplies, boosters, or signal amplifiers.

C. Terminal Boxes, Junction Boxes, and Cabinets

1. All terminal boxes, junction boxes, and accessory cabinets shall be listed for their intended purpose.

## 2.3 FIRE ALARM CONTROL PANEL (FACP)

A. The FACP shall be a Potter Electric Signal Company model AFC-1000V microprocessor based analog addressable type system.

B. Overview and Features:

1. The FACP shall include one (1) Signaling Line Circuit (SLC) that will power, supervise, monitor, and control a maximum of 127 analog addressable devices which may be made up of any combination of sensors and modules. Sub-points allow for more than 127 analog addressable software points. The FACP shall be capable of expanding up to 1270 by use of up to 9 PAD100-SLCE Signal Line Communication expansion board. The SLC shall have the capability to be wired in an NFPA Style 4, 6, or 7 (Class A, B or X) configuration.
2. The FACP shall have 3 form C relays dedicated to Alarm, Trouble, and Supervisory conditions. These relays shall have a contact rating of 3 Amps at 24VDC.
3. The FACP shall have a power supply capable of providing a minimum of 10 amps of 24 VDC power to devices requiring auxiliary power and/or notification appliances.
4. The FACP shall have six (6) programmable Notification Appliance Circuits rated at no less than 3 amps per circuit and capable of being wired in a Class A or Class B configuration. These circuits shall be programmable for the following output types:
  - a. Notification Appliance Circuit – Continuous Output
  - b. Notification Appliance Circuit – ANSI Temporal Output
  - c. Notification Appliance Circuit – Sounder Base Power
  - d. Notification Appliance Circuit – Synchronized Output
  - e. Auxiliary Power – Constant
  - f. Auxiliary Power – Resettable
  - g. Door Holder Power – Constant
  - h. Door Holder Power – Low AC Dropout
  - i. City Tie - Reverse Polarity Output for applications in compliance with applicable NFPA standards.
  - j. Releasing Circuit – For use with pre-action sprinkler systems.

- 
5. The FACP NAC circuits shall include the capability to automatically synchronize notification appliances from multiple manufacturers simultaneously on the same FACP without the need for a synchronization module. Systems that do not allow for multiple brands of strobes to be synchronized together on the same panel are not acceptable. The following manufacturers synchronization protocol shall be supported as a minimum:
    - a. Amseco
    - b. Gentex
    - c. Gentex Sync with T4
    - d. Wheelock
    - e. System Sensor
  6. The FACP shall include a 4-wire serial P-LINK bus for communication with system annunciators, power supplies, expansion modules, and other accessories. The P-LINK bus shall support a wiring distance of no less than 6500 feet from the panel to the furthest device.
  7. The FACP shall have four (4) programmable I/O Circuits rated at 1 amp per circuit and capable of being wired in a Class B configuration. These circuits shall be programmable for the following input/output types.
    - a. Notification Appliance Circuit – Continuous Output
    - b. Notification Appliance Circuit – ANSI Temporal Output
    - c. Notification Appliance Circuit – Synchronized Output
    - d. Notification Appliance Circuit – Sounder Base Power
    - e. Auxiliary Power – Constant
    - f. Auxiliary Power – Resettable
    - g. Door Holder Power – Constant
    - h. Door Holder Power – Low AC Dropout
    - i. City Tie - Reverse Polarity Output for applications in compliance with applicable NFPA standards.
    - j. NAC Release Solenoid
    - k. Contact Input Pull Station
    - l. Contact Input Water flow
    - m. Contact Input Supervisory
    - n. Contact Input Tamper
    - o. Contact Input Fire Drill
    - p. Contact Input Trouble Monitor
    - q. Contact Input Aux.
    - r. Contact Input Abort
    - s. Contact Input Release Follower
    - t. Trigger IO Reverse Polarity
    - u. Trigger IO Reverse Polarity No Trouble
    - v. Contact Input Reset
    - w. Contact Input Silence
    - x. Contact Input Fire Alarm
    - y. Contact Input Disable Inputs
    - z. Contact Input Disable Outputs
    - aa. Contact Input Disable Inputs & Outputs
    - bb. Contact Input Lamp Test
    - cc. Contact Input CO Alarm
    - dd. Contact Input CO Supervisory
    - ee. Contact Input HVAC Restart
    - ff. Contact Input Medical Alert
    - gg. Contact Input Tornado Alert
    - hh. Contact Input Process Alert
    - ii. Contact Input Security Alert



8. The FACP shall include an operator interface keypad and annunciation panel that includes a 160-character backlit LCD display and color-coded system status LED's.
9. The FACP shall include a VM-1000 voice module that provides two (2) V-Link audio outputs, connection for paging microphone and ribbon cable for SB-8 and SB-24 switch modules.
10. The FACP shall include a LEARN feature to quickly and automatically detect and enroll all system devices, and make them operational. The LEARN function shall allow an authorized user to subsequently run a LEARN function after initial installation in order to make changes to the system, without deleting any existing programming. Systems that include auto-program functions that delete existing programming when ran are not acceptable.
11. The FACP shall be housed in a UL listed key locked cabinet with sufficient space to house 8AH or 18AH batteries.
12. The FACP shall be capable of being programmed with an IP address so that it can reside on a standard TCP/IP network. The IP address shall be able to be assigned dynamically through DHCP or programmed statically.
13. The FACP shall include a built-in TCP/IP Ethernet port for programming and communications purposes.
  - a. The TCP/IP Ethernet port shall be capable of communicating to an approved UL listed central station via the internet or other compliant TCP/IP network connection, without the need for additional modules or software.
    1. The central station communication shall be transmitted in a format capable of transmitting event information by point or by software zone.
    2. If applicable, the installation contractor shall verify the building network components compliance with any applicable codes and standards including NFPA and UL.
  - b. The TCP/IP Ethernet port shall be capable of connecting a computer to the FACP for programming purposes using a standard Ethernet patch cable. Systems that require special cables, modules or adapters for programming are not acceptable.
  - c. The FACP shall be capable of emailing the systems software program, event history, detector status, and any off-normal events that occur, to up to 20 preauthorized email recipients. Authorized email recipients shall have the ability to opt in and out of email transmissions by sending the FACP a standard email message.
14. The FACP shall include the ability to add a Digital Alarm Communicating Transmitter (DACT). The DACT shall be capable of being used in lieu of or in addition to the IP central station communication capability.
15. The FACP operating software shall include the following features:
  - a. The ability to program any input to activate any output or group of outputs on the system.
  - b. The ability to program audio patterns using predefined messages and tones, importing audio and tone files, or recording audio message from computer microphone.
  - c. Drift compensation to ensure smoke detector accuracy between maintenance inspections.
  - d. Maintenance alert function to warn of excessive dust or dirt accumulation in a smoke detector.
  - e. Built-in detector sensitivity test meeting the requirements of NFPA 72.



- f. 4,000 event history buffer that stores all off-normal conditions and actions along with a time/date stamp of when they occurred.
- g. Alarm verification feature with a programmable timer.
- h. Positive Alarm Sequence capability meeting NFPA 72 requirements.
- i. One person walk-test capability with all devices tested during walk-test mode recorded in the event history buffer.
- j. Duplicate device address detection to determine if more than 1 device per SLC loop shares the same address. An authorized user shall also be able to turn on the LED for any device address to assist in troubleshooting duplicate address troubles.

## C. Operator Control and Interface

### 1. The FACP shall include an intuitive operator interface that includes the following:

#### a. Acknowledge (ACK) Button

- 1. Depressing the FACP ACK button in response to new alarms and/or troubles shall silence the local piezo sounder and change the alarm and trouble LED's from flashing mode to steady ON mode. The alarm or trouble event information on the LCD display shall also display an icon indicating that the event has been acknowledged.

#### b. Alarm Silence (SILENCE) Button

- 1. Depressing the FACP SILENCE button shall cause all silenceable alarm notification appliances and relays to return to their normal non-alarm condition. The selection of which notification appliance circuits and relays that are silenceable by this button, shall be fully field programmable within the confines of all applicable codes and standards. The FACP software shall include silence inhibit and auto silence/unsilence timers.

#### c. Alarm Activate (DRILL) Button

- 1. Depressing the FACP DRILL button shall activate all notification appliance circuits should the panel be programmed with a Fire Drill zone

#### d. System (RESET) Button

- 1. Depressing the FACP RESET button shall cause all electronically latched input devices and software zones, as well as all associated output devices and circuits to return to their normal condition.

#### e. Paging Microphone

- 1. Paging microphone shall be equipped with a push to talk button and allow option for All Call paging, paging to active zone or selective paging.

- f. The SB-8 module shall include the following operator interface buttons and LED indicators.
  - 1. All Call button for manual paging to all speaker zone
  - 2. Reset button for resetting active ECS events.
  - 3. CTRL button for requesting and relinquishing control of the system when remote operator consoles are in use.
  - 4. Ready to Page indicator
  - 5. Trouble indicator for ECS troubles
  - 6. Control Requested indicator
  - 7. Remotely Controlled indicator
  - 8. Locally Controlled indicator
- g. Display
  - 1. The user interface display shall be a backlit 4-line 40-character LCD.

## 2.4 SYSTEM COMPONENTS

### A. Compatible FACP Accessories

- 1. Digital Alarm Communicating Transmitter
  - a. Potter Electric Signal model UD-2000
    - 1. Shall be used to provide dual line telephone communication
- 2. Class A module
  - a. Potter Electric Signal model CA-6500
    - 1. CA-6500 shall provide the means to allow the FACP's SLC, P-LINK, and NAC circuits to be wired in a Class A configuration.
- 3. Signaling Line Expansion Module
  - a. Potter Electric Signal model PAD100-SLCE
    - 1. Shall provide means of connecting and communicating to additional PAD SLC devices.
    - 2. The system shall support 127 Addressable devices per card
    - 3. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
    - 4. The system shall support a total of 9 additional SLC loops.
  - b. Potter Electric Signal model SLCE-127
    - 1. Shall provide means of connecting and communicating with existing Nohmi protocol-based devices.
    - 2. The system shall support 127 Addressable devices per card
    - 3. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
    - 4. The system shall support a total of 9 additional SLC loops.
- 4. LCD Remote Annunciators
  - a. Potter RA-6500R

1. RA-6500R shall provide the means for an authorized user to operate the system from a location remote to the main panel.
    2. RA-6500R shall include a 4-line 160-character backlit LCD display.
    3. The system shall support a total of 31 LCD Remote Annunciators.
  - b. Potter RA-6075R
    1. RA-6075R shall provide the means for an authorized user to operate the system from a location remote to the main panel.
    2. RA-6075R shall include a 2-line 32-character backlit LCD display.
    3. The system shall support a total of 31 LCD Remote Annunciators.
  - c. LED-16
    1. 16 LED annunciator with common indicators in a locked metal enclosure
    2. The system shall support a total of 10 LED Remote Annunciators.
5. Intelligent Power Expanders
- a. Potter Electric Signal model PSN-1000(e)
    1. PSN-1000(e) shall add 10 amps of power, 6 programmable NAC circuits, and 2 programmable Dry Contact Input circuits.
    2. The PSN-1000(e) shall be capable of Quadrasync strobe synchronization as described earlier in this specification.
    3. The system shall support a total of 31 PSN-1000(e) Intelligent Power Expanders.
6. Dual Channel Amplifiers
- a. Potter Electric Signal Dual Channel DCA Series Amplifier Panels
    1. DCA Series amplifiers shall be available in 50-watt and 100-watt models
    2. DCA Series amplifiers shall be available in 25-volt speaker circuits
    3. DCA Series amplifiers shall allow for installation of 70V-1000 module for 70V speaker circuits.
    4. DCA Series amplifiers shall allow for installation of BUA-1000 to provide back-up amplifier
    5. The system shall support a total of 10 amplifiers.

## 7. Single Channel Amplifiers

### a. Potter Electric Signal Single Channel SCA Series Amplifier Panels

1. SCA Series amplifiers shall be available in 25-watt, 50-watt and 100-watt models
2. SCA Series amplifiers shall be available with 25 volt or 25/70-volt selectable speaker circuits.
3. SCA Series amplifiers shall include 8 class A or 8 class B programmable speaker circuits
4. The system shall support a total of 10 amplifiers

## 8. Local Operator Console

### a. Potter Electric Signal model LOC-1000

1. The LOC-1000 shall provide control of the integrated voice system from a remote location.
2. LOC-1000 shall include a paging microphone and remote annunciator
3. LOC-1000 shall include an SB-8 switch module and the ability to add SB-24 switch modules.
4. The system shall support a total of 30 Local Operator Consoles.

## 9. Fire Fighter Telephone

### a. Potter Electric Signal model FFT-1000R and FFT-1000L

1. The FFT-1000R/L shall provide 2-way fire phone communication.
2. The FFT-1000R/L shall include a red handset.
3. The FFT-1000R/L shall include 24 Class B or 12 Class A phone circuits.
4. The FFT-1000R/L shall include an FSB-8 user interface and FSB-24 switch module.
5. The FFT-1000R/L shall allow for installation of FFT-EXP to provide 12 Class B or 6 Class A phone circuits.
6. The FFT-1000R/L shall allow for installation of FFT-FPJ fire phone jacks.
7. The FFT-1000R/L shall allow for installation of FFT-RFH remote fireman's handsets.

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## 10. LED Driver

- a. Potter Electric Signal model DRV-50
  - 1. Shall be used to connect up to 50 LEDs in a graphic display
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. The system shall support a total of 10 LED Drivers.

## 11. Fire Communication Bridge

- a. Potter Electric Signal model FCB-1000
  - 1. Shall provide remote mounting of the FACP's Ethernet connection
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. May be installed in the stacker bracket or ordered with optional rack mount enclosure.

## 12. Fiber Interface Bridge

- a. Potter Electric Signal model FIB-1000
  - 1. The system shall support a total of 31 Fiber cards
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. May be installed in the stacker bracket or ordered with optional rack mount enclosure.

## 13. Serial Parallel Gateway

- a. Potter Electric Signal model SPG-1000
  - 1. The system shall support a total of 31 Serial / Parallel Printer modules.
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. May be installed in the stacker bracket or ordered with optional rack mount enclosure.

## 14. Relay Expander

- a. Potter Electric Signal model RLY-5
  - 1. The system shall support a total of 31 Relay cards
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. Contacts Rated to 3.0A at 24VDC and 3.0A at 125VAC.

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## 15. Initiating Device Expander model IDC-6

- a. Potter Electric Signal model IDC-6
  - 1. The system shall support a total of 31 IDC-6 Initiating Device Expander
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. All six (6) Inputs capable of supporting 2-wire conventional smoke detectors.

## 16. Multi-Connect Expander

- a. Potter Electric Signal model MC-1000
  - 1. The system shall support a total of 31 Multi-Connect cards.
  - 2. May mount in panel, accessory cabinet, AE-2, AE-8 or AE-14 Accessory Cabinets or the PSN-1000/E Power Supply
  - 3. Allows multiple panels to communicate to a remote station receiver through a single panel designated as the host

## Compatible SLC Devices

### A. Compatible SLC Devices

- 1. Analog Addressable Photoelectric Smoke Detector
  - a. Potter Electric Signal model PAD200-PD
- 2. Analog Addressable Photoelectric Smoke Detector w/Heat Detector
  - a. Potter Electric Signal model PAD200-PHD
- 3. Analog Addressable Temperature Heat Detector
  - a. Potter Electric Signal model PAD100-HD
    - a. The PAD100-HD shall be programmable for a 135 up to 185-degree operating temperature.
    - b. The system shall allow for the heat detector to be programmed to be either Fixed or Rate of Rise.
- 4. Analog Addressable Duct Smoke Detector
  - a. Potter Electric Signal model PAD200-DUCTR
    - 1. The PAD200-DUCTR shall come with one (1) Form C Relay
    - 2. Shall require both 24 VDC and SLC to operate
  - b. Potter Electric Signal model PAD200-DUCT
    - 1. PAD200-DUCT does not come with relay

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5. Analog Addressable Photoelectric smoke w/CO Gas Detector
    - a. Potter Electric model PAD200-PCD
      1. Shall be capable of operating as a split device with independently configurable smoke and CO detectors.
  6. Analog Addressable Photoelectric smoke w/CO Gas Detector & Heat Detector
    - a. Potter Electric model PAD200-PCHD
      1. Shall be capable of operating as a split device with independently configurable smoke, CO & heat detectors.
  7. Analog Addressable CO Gas Detector
    - a. Potter Electric Signal model PAD100-CD
  8. 6" Detector base
    - a. Potter Electric Signal model PAD100-6B
  9. 4" Detector Base
    - a. Potter Electric Signal model PAD100-4B
  10. Addressable Detector Base with Low Frequency Sounder
    - a. Potter Electric Signal model PAD100-LFSB
      1. Shall require both 24VDC and SLC to operate
  11. Addressable Detector Base with Sounder
    - a. Potter Electric Signal model PAD100-SB
      1. Shall require both 24VDC and SLC to operate
  12. Addressable Detector Base with Relay
    - a. Potter Electric Signal model PAD100-RB
      1. The relay base shall have 1 set of Form C contacts rated for 2 amps at 24 VDC or 0.5 amps at 125VDC.
  13. Addressable Detector Base with Isolator Module
    - a. Potter Electric Signal model PAD100-IB
  14. Single Action Pull Stations
    - a. Potter Electric Signal model PAD100-PSSA

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15. Dual Action Pull Stations

- a. Potter Electric Signal model PAD100-PSDA

16. Relay output Module

- a. Potter Electric Signal model PAD100-TRTI

- 1. The Two Relay Two Input Module (TRTI) shall have 2 sets of Form C relays, rated for 2 amps at 24VDC or 0.5 amps at 125VAC. Also provides two (2) contacts inputs.

- b. Potter Electric Signal model PAD100-OROI

- 1. The One Relay One Input Module (OROI) shall have one form C relay, rated for 2 amps at 24VDC or 0.5 amps at 125VAC. Also provides a single input contact.

- c. Potter Electric Signal model PAD100-RM

- 1. Provides one (1) form C relay controlled by the control panel. The relay is rated for 2 amps at 30VDC or 0.5 amps at 125VAC.

17. Single Contact Input Module

- a. Potter Electric Signal model PAD100-SIM

- b. Potter Electric Signal model PAD100-MIM

- 1. Micro Input Module (MIM) provides a small footprint contact module for mounting inside an enclosure.

18. Dual Contact Input Module

- a. Potter Electric Signal model PAD100-DIM

19. Conventional Initiating Zone Module

- a. Potter Electric Signal model PAD100-ZM

20. Monitored Output Module

- a. Potter Electric Signal model PAD100-NAC

21. Speaker Output Module

- a. Potter Electric Signal model PAD100-SM

22. Short Circuit Isolator Module

- a. Potter Electric Signal model PAD100-IM

23. LED Plate

- a. Potter Electric Signal model PAD100-LED



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24. LED Switch Plate

- a. Potter Electric Signal model PAD100-LEDK

25. Remote Test Switch

- a. Potter Electric Signal model PAD100-DRTS

B. Notification Appliances

- a. Audible Indicating Appliances (speakers)

- 1. All audible sounding devices shall operate on 25 or 70.7 VRMS
- 2. All audible devices shall include field adjustable power tap settings ranging from 1/8 Watt to 4 Watts.
- 3. Audible appliances shall be Potter Electric Signal model FASPKR speaker.

- b. Visual Indicating Appliances

- 1. All visual indicating appliances shall operate on 24VDC and be listed as compatible with the FACP.
- 2. All visual indicating appliances shall support an adjustable candela feature that is set for the appropriate coverage area per NFPA 72.
- 3. Visual indicating appliances shall meet UL and ADA requirements.
- 4. Visual indicating appliances shall be Potter Electric Signal Model S-24 for wall mounted applications or model CS-24 for ceiling mounted applications.

- c. Audible/Visual Indicating Appliances (Speaker Strobes)

- 1. All visual indicating appliances shall operate on 24VDC and be listed as compatible with the FACP.
- 2. All visual indicating appliances shall support an adjustable candela feature that is set for the appropriate coverage area per NFPA 72.
- 3. All audible/speaker appliances shall support adjustable power taps ranging from 1/8 watt to 4 watt.
- 4. Visual indicating appliances shall meet UL and ADA requirements.
- 5. Audible/Visual indicating appliances shall be Potter Electric Signal model SPKSTR-24WLP for wall mounted applications or SPKSTR-24CLP for ceiling mounted applications.

C. Batteries

- a. Batteries used for backup power to the main FACP, or remote power supply panels shall be of the sealed lead acid, maintenance free type.
- b. Batteries shall be sized according to the power requirements of the FACP and be capable of operating the system in standby mode for a minimum of 24 hours followed by 5 minutes in alarm condition.

- c. Battery calculations shall be supplied showing the calculated standby battery size after factoring in a minimum 20% efficiency/derating factor.

## PART 3.0 – EXECUTION

### 3.1 INSTALLATION:

- A. The entire installation shall be in accordance with NFPA 72, NFPA 70 (NEC), state and local codes, and meet the requirements of the local Authorities Having Jurisdiction.
- B. The installation shall be in accordance with manufacturers recommended practices and installation instructions.
- C. Smoke detectors shall not be installed until all construction is completed and construction dust and debris are removed. Detectors that were installed in construction areas shall be removed, cleaned, and recalibrated prior to final acceptance.
- D. All conduit, junction boxes, and supports shall be concealed in finished areas and may be exposed in unfinished areas.

### 3.2 ACCEPTANCE TEST:

- A. All tests shall be conducted in accordance with NFPA 72
- B. Persons conducting fire alarm acceptance tests shall be knowledgeable in fire alarm systems. This is verified by the proper training and recognition from wither the factory, NICET, International Municipal Signal Association, State or locally certified, or trained by a company that is listed by a national testing laboratory.
- C. The fire alarm test shall be thorough and test 100% of all circuit, devices, and signals. That test shall include but not be limited to the following:
  - a. Prior to powering the system, check for ground faults, short circuits, and continuity.
  - b. Test the supervisory valves connected to the fire suppression system for a supervisory signal sent to the panel.
  - c. Test all sprinkler waterflow switches. Retard times shall not exceed 90 seconds.
  - d. Open and short each SLC circuit and verify a trouble condition occurs.
  - e. Open and short each notification appliance circuit and verify a trouble condition occurs.
  - f. Ground all circuits and verify a trouble condition occurs.
  - g. Verify the installation is in accordance with the approved drawings.
  - h. Test audibility of all audible notification appliances and that the output volume is in accordance with NFPA 72.
  - i. Test all visual notification appliances for synchronization and proper operation.
  - j. Test the operation of every addressable device on the system per manufacturer's recommendations.
  - k. Verify the appropriate outputs are activated when each input device is put into an alarm condition.

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1. Verify the appropriate messages are displayed and LED's illuminate on the FACP and remote annunciators, corresponding to each point tested.

### 3.3 OPERATOR INSTRUCTION:

The manufacturer-trained representative shall instruct and demonstrate to the building owner the operation of all system components. An operator's manual shall be provided and kept with the FACP for future reference. A drawing or list shall be provided to the building owner detailing the device locations, addresses, and programming of each system device. If requested, the installation contractor shall provide a typewritten sequence of operations.