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## DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

### 00 11 19 Request for Proposal

Notice to interested subcontractors, this informal process and request for bids is for the purpose of constructing a new Single Family Dwelling. The Home Builders Association of Lane County and its subsidiary Home Builders Construction Company (HCC) is acting General Contractor for this project, all bids are considered for subcontract work under the HCC. Proposals may be delivered in person, mailed, emailed or by facsimile to the Home Builders Association of Lane County, office located at 2053 Laura Street, Springfield, Oregon 97477 at or before 2:00 pm on [March 17, 2010]. All contact information including phone numbers, primary contacts, emails and other information is included herein.

General Contractor: Home Builders Construction Co, a subsidiary of the Home Builder's Association of Lane County. CCB #133055  
2035 Laura Street  
Springfield, Oregon 97477  
Phone: (541) 484-5352  
Fax: (541) 484-5386  
Email: [admin@hbalanecounty.org](mailto:admin@hbalanecounty.org)

Primary Contract Administrator: Brian McBeth, McBeth Builders Inc.  
Phone (541) 895-5886  
Email: [mcbethbuilders@centurytel.net](mailto:mcbethbuilders@centurytel.net)

Copies of the project documents are available for viewing at the Home Builders Association of Lane County or by request; documents may be purchased from Central Print. Documents are also available for digital download by request.

Subcontractors interested in submitting bids for this project are encouraged to register with the HCC. Only those persons registered will be notified of changes to the proposal package.

### 00 22 16 Instructions to Proposers

Subcontractors are requested to prepare bids for any area of work they are capable of performing. Bids will be reviewed for material supply only, labor supply only, and complete packages for portions of the project. The intention is to award numerous packages to a variety of members in the association. Bids must be delivered on the Bid Form herein. The form must be completed to be considered submitted. The information contained on the form is critical to the administration of the work. Discrepancies or abnormalities within the bid may be deemed a minor informality and may be accepted by the HCC. Those bids determined to be in the best interests of the association shall be awarded portions of the project. This may include procurement from several sources to satisfy the needs of one portion of work. For example, we may purchase the plumbing fixture package from one vendor, but we may exclude the kitchen sink as it could be donated by another entity. This collaboration is chosen by committee decision.

This solicitation does not commit the association or HCC to pay any cost incurred in the preparation and submittal of a bid.

These written specifications take priority over notes on the construction drawings.

**00 25 16 Pre-Proposal Meeting**

An optional pre-proposal meeting will be held at the office of the Home Builders Association of Lane County, at 9:00am on Monday, March 15, 2010. Interested subcontractors will be given the opportunity to ask questions to the HCC and committee members. No project walkthrough will occur.

**00 31 13 Preliminary Schedules**

Total time for this project is estimated to be 110 days. Work is estimated to begin immediately following acceptance of bids. Substantial completion is required by July 16, 2010. Final completion by the Tour of Homes deadline on July 23, 2010. Schedules will be detailed for each portion of work with a master schedule maintained by the HCC.

**00 31 16 Project Budget Information**

While this project is fully funded, please note that this is a fundraiser project for the association. Our anticipated sales value of the finished product is \$224,995.00. This is for informational purposes only and actual sales prices may vary.

**00 41 13 Bid Form**

<b>PROJECT/LOCATION:</b>
<b>2010 HBA HOUSE</b>
<b>Lot 30 Nottingham Place</b>
<b>4383 Wendover Street</b>
<b>Eugene, Oregon 97404</b>
<b>Bid Due Date: Wednesday 03/17/10</b>
<b>Bid Due Time: 2:00 PM</b>

<b>BIDDER'S NAME/ADDRESS:</b>	
COMPANY NAME	
ADDRESS:	
FEDERAL TAX I	
PHONE:	FAX:
CELL PHONE:	CCB NO
EMAIL:	

<b>BID SUBMITTED TO:</b>
<b>Homebuilders Construction Company</b>
<b>2053 Laura Street</b>
<b>Springfield, Oregon 97477</b>
<b>Phone: (541) 484-5352</b>
<b>Fax: (541) 484-5386</b>

<b>ACKNOWLEDGMENTS:</b>	
PER PLANS & SPECS:	<input type="checkbox"/> YES <input type="checkbox"/> NO
If No, see Exceptions indicated below.	
ADDENDA RECEIVED:	01 02 03 04 05 06
<input type="checkbox"/> COMPLETE	<input type="checkbox"/> FURNISH ONLY <input type="checkbox"/> INSTALL ONLY
TERMS:	

1. The undersigned proposes to perform all work in strict accordance with the Contract Documents for the lump sum price indicated
2. The undersigned agrees to be bound by the following documents: Invitation to Bid, Instructions to Bidders, Bid Form, Agreement Form, General Conditions, and Drawings and Specifications.
3. The undersigned has visited the site to become familiar with conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
4. By signature below, I hereby attest and affirm under penalty of perjury: That I am authorized to act on behalf of the Bidder in this matter, that I have authority and knowledge regarding the payment of taxes, and that the Bidder is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

<b>GENERAL DESCRIPTION OF WHAT IS PROPOSED TO BE DONE:</b>
CSI SECTION NO.

<b>BASE BID</b>			
<b>BID:</b>	_____ Dollars	\$	_____ (Figures)
	(Words)		
<b>ALTERNATE:</b>			
<b>BID:</b>	_____ Dollars	\$	_____ (Figures)
	(Words)		

<b>SPECIAL CONDITIONS:</b>

<b>EXCEPTIONS:</b>

<b>For informational purposes only!</b>	
<b>The above stated proposal has a fair market value of: \$</b>	_____

<b>BY:</b>	<b>TITLE</b>	<b>DATE:</b>

~SAMPLE~

**HOMEBUILDERS CONSTRUCTION COMPANY***A WHOLLY OWNED SUBSIDIARY OF THE HOME BUILDERS ASSOCIATION OF LANE COUNTY***2053 LAURA STREET, SPRINGFIELD, OREGON 97477****PHONE: (541) 302-1410 FAX: (541) 484-5386 CCB No. 133055****Master Subcontract Agreement****Subcontractor**

Name: \_\_\_\_\_ Office: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_

Federal Taxpayer ID No.: \_\_\_\_\_  
 State Taxpayer ID No.: \_\_\_\_\_  
 Contractor's License No.: \_\_\_\_\_

**Agreements****Scope of Work**

Homebuilders Construction Company (Homebuilders Construction) may employ Subcontractor from time to time to perform the work described on separate Subcontractor Schedules signed by the parties from time to time or work requested by Homebuilders Construction (Work). Subcontractor agrees to furnish all supervision, labor, materials and equipment necessary to complete the Work.

**Subcontract Documents**

The Work may be described in a number of documents (Subcontract Documents), including the Subcontractor Schedules, any attachments to the Subcontractor Schedules, any Change Orders, any contract (Contract Documents) between Homebuilders Construction and the owner (Client) of the project (Project) for which the Work is to be performed, any Change Orders between Homebuilders Construction and the Client, plans, designs and permits. Upon request, Homebuilders Construction shall furnish Subcontractor with copies of the Subcontract Documents, but Homebuilders Construction may charge Subcontractor for the cost of reproduction.

**Change Orders**

All changes to the Subcontract Documents, the scope of the Work or the time for Subcontractor to complete the Work, if any, will be in writing on a form supplied by and signed by Homebuilders Construction (Change Order). Subcontractor will not add to, delete from or alter the scope of the Work in any way or extend the time to complete the Work without a Change Order.

**Price**

Homebuilders Construction will pay Subcontractor the subcontract price set out in the Subcontractor Schedules (Subcontract Price). The Subcontract Price shall not be adjusted except by valid Change Orders, if any, issued pursuant to the Scope of Work paragraph above.

**Relationship of the Parties**

Subcontractor and Homebuilders Construction agree that an independent contractor relationship is created by this Master Subcontract Agreement and the Subcontractor Schedules. Homebuilders Construction is interested only in the results to be achieved. The conduct and control of the Work will be solely with Subcontractor, but the Work shall comply with the standards set out in the Standard of Performance paragraph below. Subcontractor is not to be considered an agent or employee of Homebuilders Construction while performing services under this Master Subcontract Agreement and the employees and agents of Subcontractor are not entitled to any employment benefits from Homebuilders Construction.

### **Time of Performance**

Subcontractor shall prosecute the Work in a prompt and diligent manner at such time or times as Homebuilders Construction may direct, so as to cause no delay in the Work or in the activities of Homebuilders Construction, other subcontractors, Client or other persons or entities involved in the construction of the Project.

### **Standard of Performance**

Subcontractor shall perform the Work under the general direction and supervision of Homebuilders Construction and shall comply with instructions given by Homebuilders Construction. Subcontractor shall perform the Work in a proper, efficient and workmanlike manner and in strict accordance with the standards and requirements set out in the *National Association of Homebuilder's Residential Construction Performance Guidelines*, 2nd ed., all applicable building codes, all applicable manufacturer's instructions and the Subcontract Documents. Subcontractor shall adequately and continuously supervise its employees, agents and sub-subcontractors and shall provide sufficient labor, materials, equipment and services, as reasonably determined by Homebuilders Construction from time to time, to meet Homebuilders Construction' construction schedule for the Project. The Work will be free from defects not inherent in the quality required or permitted. Materials and equipment furnished by Subcontractor will be of good quality and new unless otherwise required or permitted by the Subcontract Documents and shall be furnished in sufficient time to enable Subcontractor to perform and complete the Work promptly in accordance with the Subcontract Documents. Labor, materials, equipment or services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and may be rejected by Homebuilders Construction. Subcontractor shall immediately remove from the Property any person, material or equipment determined by Contractor to be inadequate or inappropriate for performance of the Work.

### **Acceptance of Prior Activities**

If any portion of the Work depends upon prior performance of any other activities by Homebuilders Construction, other subcontractors or any other person or entity involved in the construction of the Project, then commencement of such portion of the Work by Subcontractor shall be deemed an acceptance of the adequacy and completeness of such other activities.

### **Cooperation**

Subcontractor shall prosecute the Work so as to promote the general progress of the Project and shall otherwise cooperate with Homebuilders Construction.

### **Protection of Project**

Subcontractor shall fully protect all portions of the Work, including all materials and equipment to be furnished in connection with the Work, until the Work is fully completed and accepted by Homebuilders Construction. Until that final acceptance, all risk of loss with respect to the Work shall remain with Subcontractor. Subcontractor will make good or replace, at no expense to Homebuilders Construction or Client, any damage to the Work, which occurs prior to that final acceptance. Subcontractor shall take necessary precaution to protect the activities of Homebuilders Construction, other subcontractors, Client and other persons and entities involved in construction of the Project, from damages caused by performance of the Work or other operation of Subcontractor.

### **Compliance with Laws**

Subcontractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations and orders affecting the Work or Subcontractor. Specifically, but without limitation:

- (1) Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper performance of the Work.
- (2) Subcontractor shall comply with all tax laws, social security acts, unemployment compensation acts, workers' compensation acts, occupational safety and health acts and laws governing wage rates payable in connection with the Project.
- (3) Subcontractor shall give all required notices.
- (4) In the event such laws, regulations, ordinances or orders require this Master Subcontract Agreement to contain certain provisions, then all of those required provisions are incorporated into this Master Subcontract Agreement by reference and Subcontractor shall comply with those provisions.

### **Safety**

Subcontractor shall take reasonable safety precautions with respect to performance of the Work, shall comply with safety measures required by Homebuilders Construction or Client and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property. Specifically, but without limitation:

- (1) Subcontractor shall provide such warning signs, signals, lights, barricades, fences, shoring, cribbing, traffic control and other safety precautions that are reasonably necessary for the protection of persons and property.
- (2) If hazardous substances of a type of which an employer is required by law to notify its employees

are being used on the site in connection with the Work, Subcontractor shall, prior to harmful exposure of any person on the site to such substance, provide written notice of the chemical composition of such substance to Homebuilders Construction in sufficient detail and time to permit compliance with such laws by Homebuilders Construction, other subcontractors, Client and other persons and entities involved in construction of the Project.

- (3) If Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, Subcontractor shall immediately report the condition to Homebuilders Construction in writing.
- (4) Subcontractor shall immediately report to Homebuilders Construction any injury to an employee or agent of Subcontractor, which occurs at the site.

### **Clean Up**

Subcontractor shall keep the site and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work and shall otherwise perform the Work in a manner that keeps the site and the surrounding area in a clean and orderly condition. Upon completion of the Work, Subcontractor shall remove from the site and dispose of all equipment, materials, waste materials and rubbish remaining from performance of the Work.

### **Submittals**

Subcontractor shall promptly submit shop drawings, product data, samples, schedules and similar submittals required by the Subcontract Documents and such modified submittals as may be reasonably required by Homebuilders Construction, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Homebuilders Construction, other subcontractors, Client or other persons or entities involved in the construction of the Project.

### **Schedule of Values**

From time to time, upon request of Homebuilders Construction, Subcontractor shall submit to Homebuilders Construction a schedule of values allocated to the various parts of the Work, aggregating the Subcontract Price, made out in such detail as reasonably required by Homebuilders Construction and supported by such evidence as Homebuilders Construction may reasonably direct. Unless objected to by Homebuilders Construction, this schedule, as revised from time to time, shall be used as a basis for reviewing the Subcontractor's application for payment.

### **Schedule of Costs**

From time to time, upon request of Homebuilders Construction, Subcontractor shall submit to Homebuilders Construction a detailed breakdown of the costs of construction allocated to the various parts of the Work, made out in such detail as reasonably required by Homebuilders Construction and supported by such evidence as Homebuilders Construction may reasonably direct. In the event that Subcontractor becomes aware of any change in construction costs which would increase the total cost of construction of the Work shown on the cost breakdown, the Subcontractor shall immediately submit to Homebuilders Construction a revised cost breakdown. Unless objected to by Homebuilders Construction, this schedule, as revised from time to time, shall be used as a basis for determining whether the remaining cost of performing the Work exceeds the unpaid balance of the Subcontract Price.

### **Schedule of Participants**

From time to time, upon request of Homebuilders Construction, Subcontractor shall submit to Homebuilders Construction a complete schedule of all persons or entities who have or are scheduled to furnish labor, materials, equipment or services in connection with the Work and true and correct copies of all contracts with such persons and entities. Each schedule shall contain such information as reasonably required by Homebuilders Construction, specifically including but not limited to the name, address and telephone number of each such person or entity, an estimate of the total amount that will be paid to each such person or entity in connection with the Work, the amount paid to each such person or entity as of the date of the schedule and the amount owing to each such person or entity as of the date of the schedule. Homebuilders Construction may contact any such person or entity to verify any fact relating to the Work, and all contracts with any such persons or entities must require the disclosure of such information to Homebuilders Construction.

### **Accounting; Change in Conditions**

Subcontractor will keep true and correct books and records on a cash basis for the performance of the Work and will maintain adequate reserves for all contingencies. If required by Homebuilders Construction, Subcontractor will submit to Homebuilders Construction at such times as Homebuilders Construction requires a statement which accurately shows the application of all funds, as well as the Subcontractor's best estimate of the funds needed to complete the Work and the source of those funds. Subcontractor will promptly supply Homebuilders Construction with any financial statements or other information concerning its affairs as Homebuilders Construction may reasonably request and will promptly notify the Homebuilders Construction of any material adverse change in its financial condition or in the physical condition of the Work.

### **Progress Reports**

From time to time, upon request of Homebuilders Construction, Subcontractor shall furnish to Homebuilders

Construction, in a form acceptable to Homebuilders Construction, progress reports on the Work, including information on the status of materials and equipment, which may be in the course of preparation or manufacture.

### **Payments by Subcontractor**

Except as otherwise provided in the Subcontract Documents, Subcontractor shall immediately pay in full all payrolls, bills for material and equipment and all other indebtedness connected with portions of the Work that are covered by progress payments received from Homebuilders Construction.

### **Purchase of Materials**

No materials, equipment, or articles of personal property purchased by Subcontractor for incorporation into the Work shall be purchased or installed under any security agreement or other agreement where the seller reserves or purports to reserve title or the right of removal or repossession, or the right to consider those items personal property after their incorporation in the Project, unless authorized by Homebuilders Construction and Client in writing.

### **Adequate Assurances**

Upon request by Homebuilders Construction, Subcontractor shall furnish to Homebuilders Construction such evidence as Homebuilders Construction may require relating to Subcontractor's ability to fully perform the Work in the manner and within the time specified herein.

### **Insurance**

Subcontractor agrees to obtain and continuously maintain during the period this Master Subcontract Agreement remains in force the insurance set out below and any other insurance that may be required from time to time by Homebuilders Construction's then current insurance carrier.

- (1) Such insurance as is required by the Subcontract Documents and Contract Document and is required by law, or as Homebuilders Construction considers necessary for the proper protection of the parties and the public, in form satisfactory to Homebuilders Construction. Unless greater insurance coverage is required under the preceding sentence, Subcontractor shall provide and maintain the Minimum Insurance Coverage described below.
- (2) The Minimum Insurance Coverage (Minimum Insurance Coverage) shall be the following coverage with the following minimum liability limits:  
Comprehensive general liability insurance with Homebuilders Construction listed as additional insured with limits of either (1) bodily injury in the amount of \$1,000,000 for each person, bodily injury in the amount of \$1,000,000 for each occurrence, and property damage including blasting, collapse and underground coverage in the amount of \$1,000,000 for each occurrence, or (2) aggregate occurrence in the amount of \$2,000,000 with \$1,000,000 products and completed operations per occurrence limit.
  - a. Automobile liability insurance (including hired or non-owned automobile liability) with limits of either (1) bodily injury in the amount of \$1,000,000 for each person, bodily injury in the amount of \$1,000,000 for each occurrence and property damage in the amount of \$1,000,000 for each occurrence or (2) combined single limit in the amount of \$1,000,000.
  - b. Builders all risk insurance or installation floater (as applicable) covering the Work, with course of construction endorsement NONE.
  - c. Worker's compensation and employer's liability in such form and amounts as may be required by law and by Homebuilders Construction.
- (3) Subcontractor shall pay all premiums and costs in connection with all insurance Subcontractor shall be required to furnish.
- (4) Homebuilders Construction may, at its option, place insurance of the character and nature described above or then required by its then current insurance carrier to cover the operations of Subcontractor. Subcontractor shall reimburse Homebuilders Construction for all premiums and costs in connection with insurance furnished by Homebuilders Construction.

### **Guaranty of Work**

Subcontractor guarantees the Work meets the standards set out in the Standard of Performance paragraph and shall promptly furnish any warranties or guarantees required by the Subcontract Documents, in a form satisfactory to Homebuilders Construction and its client.

### **Homebuilders Construction' Cooperation**

Homebuilders Construction shall cooperate with Subcontractor in scheduling and performing the Work to avoid conflicts, delay in or interference with the Work.

### **Information**

Homebuilders Construction shall make available to Subcontractor information which affects the Work and which becomes available to Homebuilders Construction subsequent to the execution of this Master Subcontract Agreement.

### **Subcontractor's Employees**

Homebuilders Construction shall not give instructions or orders directly to employees or workers of Subcontractor, except to persons designated as authorized representatives of Subcontractor.

### **Scheduling**

Homebuilders Construction shall provide Subcontractor with copies of Homebuilders Construction' construction schedule and schedule of submittals, together with such additional scheduling details as will assist Subcontractor in planning and performing the Work properly. Homebuilders Construction shall notify Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

### **Homebuilders Construction' Equipment**

Homebuilders Construction equipment will be available to Subcontractor only at Homebuilders Construction' discretion and on mutually satisfactory terms.

### **Nonpayment by Client**

The right of Subcontractor to receive any payment from Homebuilders Construction with respect to any portion of the Work is expressly conditioned upon Homebuilders Construction' receipt of payment from Client with respect to that portion of the Work. Subcontractor expressly assumes the risk of nonpayment by Client to Homebuilders Construction, regardless of the cause for such nonpayment.

### **Effect of Payment**

Payment for or acceptance of any portion of the Work shall not constitute a waiver of any for indemnity. As between Homebuilders Construction and Subcontractor, all portions of the Work covered by any payment (specifically including, but not limited to, stored materials) shall be the sole property of Homebuilders Construction. Final payment shall fully discharge all obligations of Homebuilders Construction and Client to Subcontractor in connection with the Project, specifically including but not limited to all obligations under the Subcontract Documents.

### **Right to Inspection**

Homebuilders Construction shall have the right at any reasonable time to inspect the Work and all other matters relating to the Work. Homebuilders Construction and Client will also have the right to examine, copy and audit the books, records, accounting data and other documents of Subcontractor relating to the Work. If Homebuilders Construction, in good faith, determines that any portion of the Work does not conform to the Subcontract Documents, or otherwise departs from any of the requirements of this Master Subcontract Agreement, Homebuilders Construction may require Subcontractor to immediately correct the Work. In such an event, Subcontractor will correct the Work to Homebuilders Construction' satisfaction. No such action by Homebuilders Construction will affect the Subcontractor's obligation to complete the Work promptly in accordance with the Subcontract Documents. Neither Homebuilders Construction nor Client are under any duty to supervise or inspect the Work or examine any books and records. Any inspection or examination by Homebuilders Construction is for the sole purpose of protecting and preserving the rights of Homebuilders Construction and Client. No default of Subcontractor will be waived by any inspection. In no event will any inspection be a representation that there has been or will be compliance with the Subcontract Documents or that the Work is free from defective materials or workmanship.

### **Indemnity**

- (1) Subcontractor shall indemnify and hold harmless Homebuilders Construction and Client and their respective agents and employees, from any and all loss, liability or expense, including attorney fees, arising out of or resulting from:
  - a. Performance of the Work, specifically including but not limited to any defective workmanship or materials occurring in the performance of the Work.
  - b. Any default by Subcontractor under the Subcontract Documents.
  - c. The acts or omissions of Subcontractor, it's agents and employees and any sub-subcontractor or other independent contractor hired by Subcontractor.
- (2) In claims by an employee of Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's sub-subcontractors under worker's compensation acts, disability benefit acts or other employee benefit acts.
- (3) Upon demand by Homebuilders Construction, the Subcontractor will defend any action or proceeding brought against Homebuilders Construction to which Subcontractor's indemnity obligations apply or Homebuilders Construction may elect to conduct it's own defense at the expense of Subcontractor.
- (4) The provisions of this article will survive the termination of this Master Subcontract Agreement.

### **Default by Subcontractor**

Subcontractor will be in default under this Master Subcontract Agreement:

- (1) If Subcontractor fails to begin to correct any portion of the Work that does not conform with the Subcontract Documents within three (3) working days after written notice from Homebuilders Construction, specifying the nonconformity, or if Subcontractor thereafter fails to diligently complete the correction.
- (2) If Subcontractor fails to comply with any other covenant contained in the Subcontract Documents and does not cure that failure within the period of time, if any, that Homebuilders Construction may elect at its discretion to grant in writing to Subcontractor to cure that failure.
- (3) If, in Homebuilders Construction' good faith opinion, Subcontractor is delaying, interfering with or jeopardizing the timely or satisfactory completion of the Project.
- (4) If construction of the Work is halted prior to completion for any period of two consecutive working days for any cause which is not beyond the reasonable control of Subcontractor and its sub-subcontractors.
- (5) If performance of the Work is abandoned by Subcontractor by leaving the job site at a time when work is scheduled by Homebuilders Construction or notice of work not previously scheduled has been given to Subcontractor and Subcontractor is absent from and fails to perform the work for three (3) continuous workdays.
- (6) If at any time Homebuilders Construction has reasonable grounds for insecurity with respect to the performance by Subcontractor of its obligations under the Subcontract Documents
- (7) If Subcontractor repudiates the Subcontract Documents with respect to any performance not yet due.
- (8) If Subcontractor makes an assignment for the benefit of Subcontractor's creditors of all or any portion of the assets of Subcontractor, if Subcontractor proposes or consents to a composition with unsecured creditors of Subcontractor, if any interest of Subcontractor hereunder is levied upon by legal process or the enforcement of any debt of Subcontractor, individually or jointly, or if Subcontractor becomes insolvent.

### **Default by Homebuilders Construction**

Homebuilders Construction will be in default if Homebuilders Construction fails to comply with any duty owed to Subcontractor under this Master Subcontract Agreement and does not begin to cure that failure within five (5) working days after written notice from Subcontractor specifying the noncompliance or thereafter fails to diligently correct that failure.

### **Homebuilders Construction' Remedies**

If Subcontractor is in default under this Master Subcontract Agreement, Homebuilders Construction may exercise any right or remedy it has under this Master Subcontract Agreement or any other Subcontract Documents, or otherwise available at law or in equity or by statute, and all of Homebuilders Construction' rights and remedies will be cumulative. Homebuilders Construction' remedies include, but are not limited to, the following:

- (1) Homebuilders Construction shall be entitled to recover from Subcontractor any and all damages arising out of Subcontractor's default.
- (2) In addition to any other damages, Homebuilders Construction shall have the right to recover from Subcontractor any and all liquidated damages that may be assessed against Homebuilders Construction which are attributable to or caused by Subcontractor.
- (3) Homebuilders Construction may elect to terminate this Master Subcontract Agreement and any and all interest and claim of Subcontractor by virtue of the Subcontract Documents and in the Work. Such termination shall, at the election of Homebuilders Construction, also terminate any sub-subcontracts by Subcontractor, whether or not Homebuilders Construction has theretofore consented to such sub-subcontract. If Homebuilders Construction elects to terminate this Master Subcontract Agreement, rights and obligations accruing under this Master Subcontract Agreement at or prior to the effective date of termination shall not be affected.
- (4) Homebuilders Construction may elect to complete construction of the Work as an agent for Subcontractor.
- (5) If Homebuilders Construction elects to terminate this Master Subcontract Agreement or elects to complete construction of the Work as the agent for Subcontractor, Homebuilders Construction shall have the right in its discretion to take any and all action necessary in its judgment to complete construction of the Work, including but not limited to making changes in the labor, materials, equipment and services furnished in connection with the Work, subject to Homebuilders Construction' right at any time to discontinue performance of the Work without liability. Homebuilders Construction may take possession of all materials, tools and equipment of Subcontractor at the site for the purpose of completing the Work. If Homebuilders Construction elects to complete the Work, it will not assume any liability to Subcontractor for completing the Work or for the manner or quality of construction of the Work, and Subcontractor expressly waives

- any such liability. Subcontractor irrevocably appoints Homebuilders Construction as its attorney-in-fact, with full power of substitution, to complete the Work in Subcontractor's name.
- (6) If Homebuilders Construction elects to terminate this Master Subcontract Agreement and complete construction of the Work, then in addition to any other damages, Homebuilders Construction shall have the right to immediately recover from Subcontractor any amount by which the cost of completing the Work (including a reasonable allowance for overhead and profit exceeds the unpaid balance of the Subcontract Price.
  - (7) If Homebuilders Construction elects to complete the Work as agent for Subcontractor, then in addition to any other damages, Homebuilders Construction shall have the right to recover from Subcontractor the entire cost of completing the Work (including a reasonable allowance for overhead and profit).
  - (8) Homebuilders Construction may deduct from any amounts due or to become due Subcontractor any sum or sums owed by Subcontractor to Homebuilders Construction.
  - (9) Homebuilders Construction shall have the benefit of all rights, remedies and redress against the Subcontractor, which the Client, under the Contract Documents, has against Homebuilders Construction.

### **Suspension by Client**

Should Client suspend the Project or any part of the Project, which includes the Work, Homebuilders Construction shall notify Subcontractor in writing, and upon receipt of such notice Subcontractor shall immediately suspend the Work. In the event of such Client suspension, Homebuilders Construction' liability to Subcontractor is limited to the extent of Homebuilders Construction' recovery on Subcontractor's behalf under the Contract Documents. Homebuilders Construction agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of a Client suspension. Homebuilders Construction shall permit Subcontractor to prosecute the claim, in Homebuilders Construction' name, for Subcontractor's use and benefit or, at Homebuilders Construction' sole discretion, Homebuilders Construction shall assign the claim to Subcontractor.

### **Termination by Client**

Should Client terminate the Project or any part of the Project, which includes the Work, Homebuilders Construction shall notify Subcontractor in writing, and upon receipt of the notice, this Master Subcontract Agreement shall also be terminated and Subcontractor shall immediately stop the Work. In the event of Client's termination, Homebuilders Construction' liability to Subcontractor is limited to the extent of Homebuilders Construction' recovery on Subcontractor's behalf under the Contract Documents. Homebuilders Construction agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of the Client termination. Homebuilders Construction shall permit Subcontractor to prosecute the claim, in Homebuilders Construction' name, for Subcontractor's use and benefit or, at Homebuilders Construction' sole discretion, Homebuilders Construction shall assign the claim to Subcontractor.

### **Termination for Convenience**

Homebuilders Construction may order Subcontractor in writing to suspend, delay or interrupt all or any part of Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of Homebuilders Construction. In addition, Homebuilders Construction has the right, at any time, to terminate this Master Subcontract Agreement with or without cause. If his agreement is terminated for convenience, Subcontractor shall be entitled to be paid a portion of the Subcontract Price based on the reasonable value of the Work properly performed prior to termination plus reasonable direct close out costs, less progress payments previously made, except that if there is also a termination for convenience of Homebuilders Construction, termination settlement shall be as provided in the Contract Documents.

### **Assignment by Homebuilders Construction**

In the event of termination of the Contract by Client, Homebuilders Construction may assign this Master Subcontract Agreement to the Client, subject to the provisions of the Contract Documents and to the rights of the surety, if any, obligated under bonds relating to the Contract.

### **Assignment by Subcontractor**

This is a personal services contract, and Subcontractor acknowledges that Homebuilders Construction is relying on the skill and expertise of Subcontractor to perform the Work. Subcontractor shall not assign all or any portion of its rights or obligations under the Subcontract Documents, or assign or subcontract all or any portion of the Work, without the written consent of Homebuilders Construction. If any portion of the Work is subcontracted, Subcontractor shall cause its subcontractor to assume and fully comply with all obligations of the Subcontractor under the Subcontract Documents.

### **Familiarity with Project**

Subcontractor represents and warrants that by signing a Subcontractor Schedule that Subcontractor is fully familiar with each of the documents listed below for the Project described in the Subcontractor Schedule.

- (1) All of the terms and conditions of the Subcontract Documents.
- (2) Local and general conditions concerning the Project.
- (3) All of the conditions under which the Project is to be performed, including but not limited to:
  - a. The nature and character of the Project.
  - b. Availability of labor, materials, equipment and services.
  - c. Storage, disposal, transportation and utility facilities.
  - d. Uncertainties of weather and physical conditions at the site of the Project.
  - e. The risks and hazards inherent in the Project.

### **Cost Data**

Subcontractor represents that any cost or pricing data furnished to Homebuilders Construction in connection with the Work (including any changes in the Work) shall be accurate and complete.

### **Subcontractor's Acknowledgement**

- (1) This Master Subcontract Agreement is accepted and executed on the basis of Subcontractor's own examination and personal knowledge of the Project and evaluation of the Work; that no attempt has been made to influence the judgment of Subcontractor; and that except as specifically set forth in the Subcontract Documents, no representation relating to the Project or the Work has been made by Homebuilders Construction, Client or any agent of either Homebuilders Construction or Client.
- (2) Homebuilders Construction is not an insurer or guarantee of the Project or any part thereof; of the performance by Client under the Contract Documents; or of the sufficiency of any of the Contract Documents (specifically including, but not limited to, any plans, specifications and drawings).

### **Pets**

Construction sites are dangerous places for household pets. With many workers coming and going, with the products and chemicals used and with the conditions found on construction sites, pets can escape, ingest poisonous substances or suffer injury. Homebuilders Construction cannot be responsible for pets. For the safety of any pets, Subcontractor will not bring any pets to the construction site.

### **Authority to File Notices**

Subcontractor irrevocably appoints Homebuilders Construction as its attorney-in-fact, with full power of substitution, to file for record, at Subcontractor's cost and expense and in the Subcontractor's name, any notices of completion, notices of cessation of labor, or any other notices that Homebuilders Construction considers necessary or desirable.

### **Waiver of Subrogation Rights**

Each of the parties hereto hereby releases the other, and the agents, employees and successors of such other party, from all claims, demands and liabilities arising from unintentional acts or omissions of the other party which result in loss for which the party sustaining such loss is indemnified under a policy or policies of insurance.

### **Use of Utilities**

All reasonable quantities of utilities will be made available without charge.

### **Mediation & Arbitration**

In the event of a dispute between Homebuilders Construction and Subcontractor, other than an action to enforce a lien, the parties shall first attempt to resolve the dispute by direct, personal negotiations between the parties within 30 days, or any mutually agreed extension of time, of the first meeting between the parties concerning the dispute.

- (1) If Subcontractor and Homebuilders Construction do not resolve the dispute by negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association or similar entity.
- (2) If Subcontractor and Homebuilders Construction are not successful at resolving the dispute through mediation, the dispute shall be settled by arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the dispute. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitrator will have no authority to rescind or reform this Master Subcontract Agreement.
- (3) Notice of the demand for arbitration shall be filed in writing with the other party to this Master Subcontract Agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- (4) The arbitration hearing shall be conducted in Eugene, Oregon.
- (5) The award rendered by the arbitrator, without opinion, shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction over the parties.

- (6) All claims which are related to or dependent upon each other shall be heard by the same arbitrator or arbitrators, even though the parties are not the same, unless a specific contract prohibits such consolidation
- (7) Since time is of the essence for Subcontractor's performance under the Subcontract Documents, Subcontractor agrees that pending determination of any dispute under the Subcontract Documents, Subcontractor agrees to perform the Work under the Subcontract Documents in accordance with directives from Homebuilders Construction and the Subcontract Documents shall not stop or delay the progress, performance or completion of the Work required.

### **Counterparts**

This Master Subcontract Agreement may be executed in several counterparts that may be transmitted by fax or email transmission, each of which shall be deemed to be an original. The counterparts shall constitute one and the same document. This Master Subcontract Agreement shall be effective when each of the parties has executed one or more counterparts and each has delivered, emailed or faxed an executed counterpart to one of the other parties.

### **Future Assurances**

Each of the parties shall, upon request of any other party, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Master Subcontract Agreement.

### **Binding Effect**

This Master Subcontract Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns. However, nothing in this paragraph shall be construed as modifying in any way any restrictions on assignment or transfer provided in this Master Subcontract Agreement.

### **Modification**

Neither this Master Subcontract Agreement nor any term or provision of this Master Subcontract Agreement may be changed, waived, discharged, amended, modified or terminated in any manner other than by a written Change Order signed by all the parties.

### **Waiver**

No waiver of any right arising out of a breach of any covenant, term or condition of this Master Subcontract Agreement shall be a waiver of any right arising out of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

### **Entire Agreement**

This Master Subcontract Agreement constitutes a final and complete statement of the agreement between the parties and fully supersedes all prior agreements or negotiations, written or oral.

### **No Third-Party Beneficiaries**

Nothing in this Master Subcontract Agreement, express or implied, is intended to confer on any person, other than the parties to this Master Subcontract Agreement, any right or remedy of any nature whatsoever.

### **Counsel**

Each of the parties to this Master Subcontract Agreement acknowledge they had the opportunity to be advised by counsel in connection with the preparation and execution of this Master Subcontract Agreement. The rule of construction that a written agreement is construed against the party drafting the agreement shall specifically not be applicable to the interpretation of this Master Subcontract Agreement.

### **Notice**

Any notice under this Master Subcontract Agreement shall be in writing and shall be effective when actually delivered in person, faxed or when deposited in the U.S. mail, registered or certified, return-receipt requested, postage prepaid and addressed to the party at the address stated in this Master Subcontract Agreement or such other address as either party may designate by written notice to the other.

### **Attorney Fees**

In the event any arbitration or other proceeding is commenced to enforce or interpret any provision of this Master Subcontract Agreement, the prevailing party, shall be entitled to recover in the proceeding, or any appeal, a reasonable attorney's fee to be set by the trier of fact, including a reasonable sum for collection, in addition to costs and disbursements.

### **Applicable Law**

The applicable law for the purpose of interpreting or enforcing any rights or obligations under this Master Subcontract Agreement shall be the law of the State of Oregon.

**Jurisdiction**

In the event of any dispute relating to the enforcement or interpretation of any provision of this Master Subcontract Agreement, the courts of the state of Oregon shall have exclusive jurisdiction to hear any action or legal proceeding.

**Partial Invalidity**

If any provision of this Master Subcontract Agreement is held to be invalid or unenforceable, a valid and enforceable provision as similar as possible to the terms of the provision held to be invalid or unenforceable shall be added and all other provisions shall nevertheless continue in full force and effect.

**Time of the Essence**

Time is of the essence of this Master Subcontract Agreement and the Subcontract Documents.

## Signatures

Subcontractor and Homebuilders Construction have read and understand this entire Master Subcontract Agreement, including the mediation and arbitration provision, and agree to be bound by its terms.

### Company Name

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

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print or Type)

Title: \_\_\_\_\_ (Print or Type)

### Homebuilders Construction Company

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

\_\_\_\_\_  
Ed McMahon, Executive Vice-President

# HOMEBUILDERS CONSTRUCTION COMPANY

A WHOLLY OWNED SUBSIDIARY OF THE HOME BUILDERS ASSOCIATION OF LANE COUNTY

2053 LAURA STREET, SPRINGFIELD, OREGON 97477

PHONE: (541) 302-1410 FAX: (541) 484-5386 CCB No. 133055

## Subcontractor Schedule

### Subcontractor

Name: \_\_\_\_\_ (Subcontractor)

### Client

Name: **Homebuilders Construction Company** \_\_\_\_\_ (Client)

### Project

Property location (street address and/or legal description): **4383 Wendover Street, Eugene, Oregon 97404, Lot 30 Nottingham Place, Map No. 17-04-01-12** \_\_\_\_\_ (Property)

Project description (name of project): **2010 Home Builders Association House** \_\_\_\_\_ (Project)

### Work

General description of work to be performed by Subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Work)

### Master Subcontract Agreement

Subcontractor and Homebuilders Construction Company (Homebuilders Construction) have previously entered into a Master Subcontract Agreement. This Subcontractor Schedule was executed pursuant to the Master Subcontract Agreement. All of the terms of the Master Subcontract Agreement apply to this Subcontract Schedule.

### Subcontract Price

The Subcontract Price is \$\_\_\_\_\_. Homebuilders Construction will pay Subcontractor the Subcontract Price according to Subcontractor's invoices for work completed through the end of the month, received by the 25th of the month and approved by Homebuilders Construction. **The price shall not be adjusted except by valid Change Orders**, if any, issued pursuant to the Master Subcontract Agreement's Scope of Work paragraph.

### Completion Date

The Work shall be substantial completed by \_\_\_\_\_.

## Signatures

Subcontractor and Homebuilders Construction have read and understand this entire Master Subcontract Agreement, including the mediation and arbitration provision, and agree to be bound by its terms.

### Company Name

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

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print or Type)

Title: \_\_\_\_\_ (Print or Type)

### Homebuilders Construction Company

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

\_\_\_\_\_  
Ed McMahon, Executive Vice-President

**\*\*\* Sign & Return to Homebuilders Construction Company\*\*\***

**00 62 76      Application for Payment Form**

All applications for payment must be received by the 25<sup>th</sup> of the month in order to be considered for payment at the month end accounting cycle. Invoices received after the 25<sup>th</sup> of the month will be processed at the end of the following cycle.

**SUBCONTRACTOR'S  
 APPLICATION FOR  
 PAYMENT**

2053 Laura Street, Springfield, Oregon 97477  
 Phone: (541) 302-1410 Fax: (541) 484-5386 CCB No. 133055

You may attach a copy of your invoice form for your record-keeping purposes. However, request for payment **WILL NOT** be processed from your invoice alone. This Application for Payment and the attached Conditional Waiver & Release Form must be submitted to

Subcontractor:	Phone No:
Address:	Fax No:
Project Name: <b>2010 HBA House</b>	Project No:
Subcontractors Application for Payment No. and/or Invoice No:	
For Period from: _____ to: _____	Invoice Date:

Original Contract	Contract Amount	% Comp	Amt Completed to Date	Previous Applications	This Application	Cost Code (Contractor Use Only)
<b>Total Original Contract</b>	\$ -		\$ -	\$ -	\$ -	

Approved (issued) RFP No.'s	RFP Amount	% Comp	Amt Completed to Date	Previous Applications	This Application	Cost Code (Contractor Use Only)
<b>Total RFP's</b>	\$ -		\$ -	\$ -	\$ -	

	Contract-To-Date	Completed-To-Date	Previous App's	This Application
<b>Revised Contract Totals</b>	\$ -	\$ -	\$ -	\$ -

List Below Pending RFP's:	
Description	Amount

<b>Total Work Completed to Date</b>	\$ -
<b>Less Retention at</b> 0%	\$ -
<b>Total, Less Retention</b>	\$ -
<b>Less Previous Net Requests</b>	\$ -
<b>Net Due this Request</b>	\$ -

Contractors Use Only			
Amount Approved:	\$ _____	Joint Check:	Yes No
Initial:		Date:	

**CONDITIONAL PROGRESS PAYMENT WAIVER AND RELEASE**

Project: **2010 HBA House** \_\_\_\_\_

Owner: **Homebuilders Construction Company** \_\_\_\_\_

General Contractor: **Homebuilders Construction Company** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

Invoice No.: \_\_\_\_\_

Upon receipt by the undersigned the amount of \$ \_\_\_\_\_ (by wire transfer, check paid by the bank upon which it is drawn, or other unconditional receipt) this document shall become effective to release any construction lien, mechanics lien, right against a bond, demand, or other claim of any kind the undersigned has or may have relating to the project to the extent of the amount received.

The undersigned shall defend, indemnify, and hold the owner of the project and the party paying the amount received harmless from any claims of any kind by any person who supplied materials or labor directly or indirectly to the undersigned in connection with the project asserting or based upon the undersigned's failure to pay all or any portion of the amount set out above to them.

The prevailing party shall be entitled to recover their reasonable attorney's fees, costs, disbursements, expert witness fees, and other expenses of any litigation or alternative dispute resolution proceeding invoked to enforce or interpret this Conditional Progress Payment Waiver and Release.

STATE OF OREGON )

ss

COUNTY OF LANE )

\_\_\_\_\_  
Subcontractor

DATED: \_\_\_\_\_

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_, of \_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_  
Notary Public of Oregon  
My Commission Expires: \_\_\_\_\_

**00 63 19 Clarifications**

In the event that any portion of work, scope of work, detail, plans or specifications are unclear and require clarification, a request must be made in writing.

~SAMPLE~

# HOMEBUILDERS CONSTRUCTION COMPANY

A WHOLLY OWNED SUBSIDIARY OF THE HOME BUILDERS ASSOCIATION OF LANE COUNTY

2053 LAURA STREET, SPRINGFIELD, OREGON 97477

PHONE: (541) 302-1410 FAX: (541) 484-5386 CCB No. 133055

## Subcontractor Change Order

No.: 01

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

### Subcontractor

Name: \_\_\_\_\_ (Subcontractor)

### Client

Name: Homebuilders Construction Company (Client)

### Project

Property location (street address and/or legal description): 4383 Wendover Street, Eugene, Oregon 97404, Lot 30 Nottingham Place, Map No. 17-04-01-12 (Property)

Project description (name of project): 2010 Home Builders Association House (Project)

### Change Order

This Change Order modifies the Work and Subcontract Price set out in the Master Subcontract Agreement and Subcontractor Schedule between Subcontractor and Homebuilders Construction Company (Homebuilders Construction). Except as modified by this Change Order, the Master Subcontract Agreement and Subcontractor Schedule continue in full force and effect.

The scope of work for the Project is changed by the following addition, deletion or change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Change)

### Subcontract Price

The Project Price is  Increased  Decreased by: \$\_\_\_\_\_  No Change

### Completion Date

The Completion Date for the Work is  Increased  Decreased by: \_\_\_\_\_ days  No Change

## Signatures

Subcontractor and Homebuilders Construction have read and understand this entire Change Order and agree to be bound by its terms.

### Company Name

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

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print or Type)

Title: \_\_\_\_\_ (Print or Type)

### Homebuilders Construction Company

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

\_\_\_\_\_  
Ed McMahon, Executive Vice-President

**\*\*\* Sign & Return to Homebuilders Construction Company\*\*\***

**00 73 19 Health and Safety Requirements**

Every employer and employee of a company must follow safety guidelines and remain in compliance with Oregon OSHA rules.

Subcontractor must have in place and maintain a drug testing program for its employees in accordance with ORS 279C.505

**DIVISION 01 – GENERAL REQUIREMENTS**

**01 14 13 Access to Site**

As established by the HCC, work hours may not exceed the hours from 7:00 am to 6:00 pm Monday through Saturday. No work will commence on federal holidays without pre-approval of HCC.

**01 26 00 Contract Modification Procedures**

Contract modifications are to be made only in writing, period. No exceptions. Modification must be signed by HCC.

**01 31 19 Project Meetings**

Weekly progress meetings will be scheduled by the HCC. All persons on site at the time of the meetings will be strongly encouraged to attend. The subject of meetings will include project information and scheduling.

**01 32 13 Scheduling of Work**

HCC is the sole source for scheduling of work. Work shall not commence without approval and shall not be delayed.

**01 35 29 Health, Safety, and Emergency Response Procedures**

In the event of an emergency or accident, follow your policy for action, then at your earliest convenience, notify HCC of the issue and submit a copy of the incident report. Weekly jobsite safety meetings will be held by the HCC. All persons on site at the time of the meetings will be strongly encouraged to attend.

**01 40 00 Regulatory Requirements**

All subcontractors agree to perform work in accordance with the 2008 ORSC and any amendments, laws, rules, and CC&R's that affect the work. HCC is responsible for all Construction Permits and shall reimburse subcontractor for direct cost of permit only.

**01 43 00 Quality Assurance**

Subcontractor certifies that they are familiar with the products specified for this project and that they will follow manufacturer's delivery and/or installation instructions for those products. The subcontractor also certifies that they are qualified to deliver and/or install the products and that they are licensed, insured and bonded as required by state law.

**01 50 00 Temporary Utilities**

HCC will provide electricity for use by subcontractor. The source of electricity is at the discretion of the HCC. Basic temporary toilet facilities will also be provided, serviced weekly for use by a maximum of 10 persons for a standard work week. If your work will exceed that number of persons on site, you may be required to provide additional toilet units or contact the servicing agency to request more frequent servicing during your portion of the work. Additional costs will be the responsibility of the subcontractor. For any specialty requirements, subcontractor agrees to make arrangements to supply special services as part of their bid.

**01 50 00 Construction Facilities**

HCC is not responsible for providing any temporary work office, telephone services or storage facilities. All subcontractors are responsible for supplying and maintaining their own facilities, storage, first aid equipment or any other needed items.

**01 55 00 Vehicular Access and Parking**

Access is extremely limited. No parking is allowed in front of jobsite. This area is for Loading and Unloading only. Vehicles parked in this area may be blocked by another delivery and will not be allowed to depart until delivery has been completed.

**01 56 00 Temporary Barriers and Enclosures**

Erosion control fencing, barriers, temporary markings, postings and signage should include a date and time that work in that area may proceed. Without prior approval from HCC, any posted or barred area shall remain off limits until the subcontractor that placed the barrier removes it.

**01 57 00 Temporary Controls**

Temporary sediment and storm water pollution controls shall be maintained by the HCC, however if subcontractor's work disturbs or damages the controls, that subcontractor is responsible for repairing or replacing the control measure. HCC is not responsible for any action taken by authority against a subcontractor for any pollution.

**01 58 00 Project Identification**

Signage is limited and must be approved prior to placement. HCC may place signage on the site identifying this project, if signage is disturbed by subcontractor work, replace it as soon as practical.

**01 74 00 Cleaning and Waste Management**

Clean work area daily or when leaving work area for prolonged periods of time. Remove debris and trash created by your work. All subcontractors are responsible for their own waste removal unless agreed upon in writing by the HCC. Recycle and separate waste to minimize solid waste delivery to landfills. This is a requirement of the agreement between the HCC and the Association, the Association and Earth Advantage, and is part of the agreement between HCC and Subcontractor.

**01 78 00 Closeout Submittals**

Every subcontractor must submit to HCC the following documentation: completed corrections list after notification, operations and maintenance data, warranties for products and workmanship, project record documents, and spare parts or materials.

## **DIVISION 02 – EXISTING CONDITIONS**

### **02 21 00 Surveys**

Subcontractor shall provide a site survey marking the location of the foundation prior to placement. Survey will provide documentation showing the location marked, method of markings, and certification of ability to perform this work.

Subcontractor shall also provide a finished foundation survey showing the true and accurate location of the finished foundation including the finished floor height as needed for flood information. All documentation shall include certification information.

## **DIVISION 03 – CONCRETE**

### **03 11 13 Structural Cast-in-place Concrete Forming**

Materials used for formwork shall be free from open knots, voids or holes and be smooth faced or as approved by HCC for appearance. Leave forms in place until concrete has developed sufficient strength to safely support own weight and loads.

### **03 21 00 Reinforcing Steel**

Subcontractor will refer to detail drawings for size and quantity of reinforcement. If no grade is specified, use Grade 60.

### **03 30 00 Cast-in-place Concrete**

Subcontractor shall notify HCC a minimum of 24 hours prior to placement of concrete. Place no concrete until inspections have been completed.

Employ mechanical, high-frequency vibrators to consolidate concrete around reinforcement, into corners and angles of forms, and to exclude rock pockets, air bubbles, and honeycomb. Hold vibrator in one spot no longer than 15 seconds; keep in constant motion, insert and withdraw at points approximately 18 inches o.c. Maintain vibrator in vertical position when penetrating concrete. Transporting concrete with vibrator not permitted. Maintain spare vibrator at jobsite during concrete placement.

Foundation vents cast into concrete shall have a total net open area of at least 1 square inch per 1 square foot of enclosed crawl space. Foundation vents shall not have operable louvers or covers that may be closed by the automatic flow of water in the event of flood. Foundation vents shall be installed with at least 2 openings per side of crawl space and at an elevation within 1 foot of adjacent exterior finished grade. Where available, foundation vents shall be placed within 3 feet of each corner of the building.

### **03 35 00 Concrete Finishing**

Repair voids and gravel pockets where necessary and where directed by HCC. The allowable tolerances for all surfaces to be true within  $\frac{1}{4}$ " per ten feet. Unless noted otherwise, or directed by HCC, provide a smooth trowel finish for all flatwork. Contraction joints shall be determined by subcontractor with locations and layouts approved by the HCC. Joints should be placed no further than 10 feet apart in any direction.

### **03 39 00 Concrete Curing**

For all flatwork not receiving a bonded coating such as epoxy coatings, tile or other, cure with a concrete curing compound applied in accordance with manufacturer's instructions. Submit product information for approval prior to use.

## **DIVISION 04 – MASONRY**

### **04 42 00 Exterior Stone Cladding**

## **DIVISION 06 – WOOD, PLASTICS AND COMPOSITES**

### **06 10 00 Rough Carpentry**

For product delivery, protect against damage and discoloration, do not store wood materials in wet or damp areas or in contact with ground and do not overload building structure with stored materials.

All wood materials shall have a maximum of 19% moisture content when installed. Unless noted otherwise, all lumber shall be kiln-dried to a maximum moisture content of 19% and tested by subcontractor prior to installation.

All exposed plywood, exposed wood panels, exposed wood trim, exposed wood supports shall be free from knots, holes, bark or checking that would lower the appearance of the product. Cuts shall be neat and true without significant gaps. Exterior or exposed wood products shall be rated for that exposure or contact and documentation may be requested by HCC to show compliance including manufacturer's installation instructions.

Tolerances for workmanship shall be no more than ¼" out of plumb for any vertical wall, and ¼" out of level in any 10 feet. The tolerances include natural twist or curling of wood. Materials not in compliance shall be removed and replaced.

### **06 17 53 Shop-Fabricated Wood Trusses**

Trusses shall be engineered and designed for appropriate loading according to the design. Trusses shall be constructed of dry lumber or engineered materials with a moisture content of less than 19%. Truss chords shall be straight and true and free from miss-alignment. Quality materials that are straight and true shall be used so that there is no transfer of defects through to a visible surface. Trusses shall be delivered to the jobsite in a manner that allows for placement of the package in an area that is customary or approved by HCC. Truss package should include shop drawings showing temporary and permanent bracing and blocking required to achieve designed load resistance. Submit product information for approval prior to use. Truss package shall include a built-in platform area of a minimum 6 feet wide by 10 feet long for mechanical installation.

### **06 18 13 Glued-Laminated Beams**

Structural beams shall be supplied with a designed camber to compensate for dead load deflection.

### **06 20 13 Exterior Finish Carpentry**

Materials shall be rated and intended for use in exterior environments where they will be subjected to direct contact with moisture. Use hot-dipped-galvanized or stainless steel fasteners for exterior connections, or other fasteners only if approved by HCC. All materials shall be selected for appearance and be free from defect or damage. All work shall be true and straight. Submit product information for approval prior to use.



**06 20 23 Interior Finish Carpentry**

Materials shall be chosen for appearance and ability to receive a finish coating. Prepare sub-surfaces as needed to receive finish materials. Keep work environment clean and as free of airborne construction dust as possible. Work space may be shared with other trades and cooperation is required. Make joints so as to minimize and conceal shrinkage. Install running trim in maximum lengths and do not use short pieces or splicing of scraps for runs that can be made with a complete piece. Align and exactly match mitered joints at edges and corners. Material may be Medium Density Fiberboard or factory finger-jointed hemlock or fir. All materials shall be factory primed where available. All edges or ends shall be eased where they are exposed to sight or subject to handling. Submit product information for approval prior to use.

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION****07 21 13 Board Insulation**

Use rigid insulation at any location where other materials cannot be used to effectively insulate. Such locations such as structural headers require board insulation to fill the remaining depth of cavity. Insulate with rigid board at any areas where a recessed or semi-recessed appliance may reduce the effectiveness of blanket insulation. Submit product information for approval prior to use.

**07 21 16 Blanket Insulation**

All materials shall be formaldehyde-free, Green-guard, encapsulated, or rated for enhanced indoor air quality and lower emissions, and fill the cavity being insulated. Submit product information for approval prior to use. Under floor insulation to be installed in such manner as to hold insulation against underside of floor sheathing and to minimize any compression or deformation at supports. Insulation at floor shall be rated at R-38. Insulation in wall cavities shall fill entire void and be sized correctly or cut correctly for maximum insulation values. Wall insulation shall be rated at a minimum of R-21. Install insulation at any skylight wells, solar-tubes, knee-walls or any other conditioned air details as if they were standard walls.

**07 21 19 Foamed-in-Place Insulation**

Use material where needed to insulate or draft-stop any hole or cavity where other methods would not be practical. Do not allow product to distort or damage adjacent objects or affect the operation of doors and windows. Submit product information for approval prior to use.

**07 21 23 Loose Fill Insulation**

Materials shall be glass-fiber applied by pneumatic application to a thickness as indicated by manufacturer to achieve desired values. Submit product information for approval prior to use. At locations where ceiling height changes, confirm proper insulation depth or use baffles to contain loose fill insulation as needed to meet requirements. Flat Ceiling insulation shall be rated for R-49 minimum.

**07 26 13 Above-Grade Vapor Retarder**

A maximum 1-perm, dry-cup rating vapor retarder shall be installed on the warm side (in winter) of all insulation. If a liquid applied vapor retarder is applied to the interior surface of the finished wall, there shall be no second retarder installed. If a vapor retarder is installed, such as Kraft-faced insulation, or a barrier sheet applied over the insulation, then no vapor retarder should be installed after the finished wall surface has been completed, such as a drywall primer/vapor retarder. If a vapor retarder is applied after the finished wall surface is installed, subcontractor must provide manufacturer's installation instructions and application data for product.

**07 31 13 Asphalt Shingles**

The product shall be an architectural built-up profile, as approved by HCC. Material shall have a 30 year minimum warranty. Standard color selection shall be by HCC. Vapor retarder shedding underlayment shall be approved for use with shingles. Install materials according to manufacturer's installation instructions. Submit product information for approval prior to use. Provide alternate pricing for 40 year product.

**07 46 00 Siding**

Material shall be Fiber Cement products, installed in accordance with manufacturer's installation instructions. Product shall have a minimum of 50 year product warranty. Materials shall be factory primed and handled in such a manner as to avoid moisture penetration prior to installation. Follow drawings for application of different styles or material finishes. Lap siding shall be installed with no more than 7 inches of vertical exposure per panel. Simulated shingle style lap panels may be substituted for actual shingles with approval of HCC.

**07 92 00 Joint Sealants**

Sealant Materials shall be a paintable formula designed for the intended use. Materials shall be an elastomeric compound, urethane modified acrylic, or other approved formula. Follow manufacturer's recommendations for installation, temperature and cure time. Provide product information for approval by HCC prior to use.

**DIVISION 08 – OPENINGS****08 14 00 Wood Doors**

Materials shall be designed and selected for appearance and performance. Exterior doors to be pre-finished clear with product information and warranty for finishes. Door Jambs shall be pre-primed for paint and designed, constructed for performance and security. Exterior pre-hung units to include trim and molding for a completed assembly. Doors and jambs shall be prepared for latches and deadbolts at all exterior locations.

**08 16 00 Composite Doors**

Composite doors shall include interior wood fiber composite doors and exterior rated fiberglass composite doors. Exterior doors shall be assembled and prepared for installation with jambs, sills, molding and hardware. All exterior doors shall be prepared for a door latch and deadbolt. Interior composite doors shall be factory primed and prepared on primed jambs. Door and Jamb sizes to be determined by field measurement and approval by HCC.

**08 36 13 Sectional Doors**

Garage Door shall be an embossed metal sectional door with a remote controlled automatic opener system designed for the intended use. Style of door shall be as similar to construction drawings as practical and be approved by HCC.

**08 53 13 Vinyl Windows**

Windows shall be double pane, low-e coated, argon gas filled energy efficient window units with a minimum 10 year warranty. Frames shall be white with interior grids as shown on construction drawings, or as practical to match drawings. Submit product information, installation instructions and shop drawings to HCC for approval prior to fabrication or installation.

**DIVISION 09 – FINISHES**

**09 21 00 Plaster and Gypsum Board Assemblies**

Interior wall and ceiling finish shall be coated in such a manner to conceal all joints and seams. Where product may be subject to moisture contact, such as over a shower, use a material that is approved for use in that environment. Submit product information and finish texture information for approval by HCC prior to installation.

**09 30 00 Tiling**

Floor Tile for use in the Utility room, and both Bathrooms shall be approved for use by HCC. Tile for all countertop backsplashes, and details for backsplashes shall be approved by HCC. Submit product information including samples prior to installation for approval. Include optional work for installation of tile inlay at front door area.

**09 64 00 Wood Flooring**

Material shall be designed, manufactured or milled for use as flooring material. Wood flooring for use in the Entry, Living Room, Dining Room, Kitchen and Hallway areas shall be finished with products suitable for the traffic and moisture the floor may receive. Submit product information and samples to the HCC for approval prior to installation.

**09 65 00 Resilient Flooring**

Materials shall be a high quality sheet vinyl product or Linoleum material. Provide alternate proposal for use of resilient flooring in utility room, and both bathrooms. Submit product information and samples to the HCC for approval.

**09 68 00 Carpeting**

Materials shall be natural fibers, use up to 50% recycled content, or be Carpet and Rug Institute "Green Labeled". Carpet shall be located in the Bedroom areas including closets. Carpet padding shall be "Green Labeled" or contain greater than 50% post-consumer recycled content. Provide transition ramps at any location where the combined carpet and pad height does not match adjacent areas. Submit product information and samples to the HCC for approval.

**09 91 00 Painting**

Materials shall be 100% acrylic latex paints with low VOC emissions or as approved by HCC. Materials to be applied in the method and application rates directed in manufacturer's installation instructions. Colors and sheens shall be chosen by HCC. Submit product information and draw down color samples to the HCC for approval.

**09 93 00 Staining and Transparent Finishing**

**DIVISION 10 – SPECIALTIES**

**10 14 00 Signage**

House address numbers shall be affixed to the front of the house and shall be Baldwin 5" raised metal (or approved equivalent) in Satin Black. Submit product information to HCC prior to installation.

**10 28 00 Toilet, Bath and Laundry Accessories**

**10 31 00 Manufactured Fireplaces**

**10 44 16 Fire Extinguishers**

Provide one Fire Extinguisher with mounting bracket to be installed in a location approved by HCC. Fire Extinguisher to be a general purpose type A,B & C class unit in a size with a 10 pound charge, or similar. Provide product information to HCC for approval prior to installation.

**10 57 23 Closet and Utility Shelving**

Materials to be paint grade wood or wood composite in sizes and configurations to be determined by HCC.

## **DIVISION 11 – EQUIPMENT**

**11 31 13 Residential Kitchen Appliances**

All appliances shall be Energy Star rated. Dish Washer shall have a stainless steel interior. Range shall be Natural Gas fired with a convection oven. Microwave shall be an under-counter build-in model. Refrigerator shall have water and ice delivery through the door. Provide product information to HCC for approval prior to installation.

**11 33 00 Retractable Stairs**

Provide product information to HCC for approval prior to installation.

## **DIVISION 12 – FURNISHINGS**

**12 20 00 Window Treatment**

**12 30 00 Casework**

Cabinet box materials shall be plywood or Ag-fiber panels manufactured within 500 miles of jobsite. Face frames and doors shall be of a hardwood product with style, overlap and details as approved by HCC. All operational hardware shall be concealed when not in use. Drawer slides to be full extension type and capable of supporting heavy loads. All doors and drawers shall have handle or knobs for operation. Package shall include a recycle center type cabinet or drawer. Submit shop drawings and product information to HCC for approval prior to fabrication.

**12 36 00 Countertops**

All countertops to be a stone slab product, a stone composite product or similar material. Exposed edges shall be laminated or full thickness of 3cm or more. All Corners and Edges shall be eased or a radius created with no sharp edges or points in any area of common contact. Provide alternate proposal for preparation of material to allow for sinks to be mounted to the underside of countertops. Provide product information to HCC for approval prior to fabrication and installation.

## **DIVISION 22 – PLUMBING**

### **22 07 19 Plumbing Piping Insulation**

All hot water supply lines shall be insulated with a minimum of R-4 insulation. Piping routed through floor framing, wall framing or ceiling areas that is covered with insulation may meet this requirement however subcontractor must verify that enough insulation coverage exists to be equal or greater than R-4.

### **22 11 00 Facility Water Distribution**

Subcontractor to install pressure regulating valve on main supply line entering structure, ahead of any distribution other than for irrigation use. Subcontractor to use Pex type supply lines in sizes sufficient to carry maximum volumes of water and pressure to all locations. Provide alternate proposal to utilize a home-run piping system from a control manifold for all supply lines. Provide product information to HCC for approval prior to installation.

### **22 13 16 Sanitary Waste and Vent Piping**

Materials shall be ABS or PVC type plastic pipe in sizes as required to convey materials and to accommodate venting. All vent piping shall be directed toward the back side of the roof where they will not be visible from the street. Subcontractor shall provide flashing for any penetrations.

### **22 14 00 Facility Storm Drainage**

Materials to be PVC type, 3" diameter schedule 40 plastic pipes. Storm water shall be piped to drain by gravity to the street. Subcontractor shall provide connection locations for downspouts to connect at each location where a roof gutter will need to discharge. Subcontractor shall install a drain connection for the crawl space. Subcontractor shall provide no less than three cleanouts in piping where directed by HCC. Subcontractor shall install a perforated drain pipe collection system with filtration for groundwater drainage and shall drain by gravity away from structure and connect to street destination.

### **22 34 00 Fuel-Fired Domestic Water Heaters**

Water Heater shall be a 40 gallon Natural Gas fired unit with an EF rating of .62 or better. Subcontractor shall provide alternate proposal for an on-demand style water heater.

### **22 41 00 Residential Plumbing Fixtures**

Materials and finishes shall be approved by HCC. Provide product information to HCC with proposal.

## **DIVISION 23 – HEATING, VENTILATING AND AIR-CONDITIONING (HVAC)**

### **23 07 00 HVAC Insulation**

Minimum R-8 ducting insulation shall be used for all ducting.

### **23 11 23 Facility Natural-Gas Piping**

Subcontractor shall use schedule 40 ductile iron pipe sized correctly for distribution. Subcontractor shall include plugged t-fittings in the main line run near to the future location of a BBQ connection, Dryer connection and Fireplace connection. Natural Gas shall be connected to the water heater and furnace locations and the kitchen range. Subcontractor shall include an alternate proposal for connection to a sealed combustion natural gas fireplace located in the living room.

**23 30 00 HVAC Air Distribution**

Forced Air delivery and return air system to be overhead type from a furnace / air handler located overhead. All ducting shall be sealed with mastic and tested for a maximum of 75 cfm total leakage. All forced air heating and cooling systems to be installed according to Northwest ENERGY STAR Homes Specifications for sizing and leakage. Performance testing is required by a certified subcontractor. Subcontractor shall follow Manual D ducting design standards and calculations. Subcontractor to provide multiple return air locations and/or transfer ducts, jump-over ducts or return air paths as required. Fresh Air intake ducting shall be mastic sealed and automatically controlled to operate for whole house ventilation in cooperation with an exhaust fan. Subcontractor shall provide furnace filtration in a location easy to service and in an area approved by the HCC.

**23 33 13.13 Volume-Control Dampers**

Manual control dampers shall be installed at the delivery air locations nearest by ducting run to the air handling equipment.

**23 43 13 Washable Electronic Air Cleaner**

Subcontractor shall provide alternate proposal for an EAC sized correctly for this forced air system.

**23 54 16 Fuel-Fired Furnaces**

Natural Gas furnace shall be a minimum of 90 AFUE. Subcontractor shall determine the size and capacity required by using the Manual J Residential Load Calculation. Provide product information to HCC with proposal. Unit shall be located on a mechanical platform within the trusses.

**23 62 00 Packaged Compressor and Condenser Units**

Air Conditioning Compressor and Condenser shall meet or exceed SEER 13 rating. Provide product information to HCC with proposal.

**DIVISION 26 – ELECTRICAL****26 09 23 Lighting Control Devices**

Subcontractor shall provide and install white colored Decora style switches with standard wall outlets. All utility room and bathroom exhaust fans shall be controlled by multi-step electro-mechanical push button timer switches.

**26 50 00 Lighting**

Lighting fixtures shall be selected by HCC.

**DIVISION 27 – COMMUNICATIONS****27 10 00 Structured Cabling**

Subcontractor shall provide a comprehensive cabling system to supply each room, the desk, living room and additional locations in the den/bedroom 3 and living room. Structured system shall include the service entrance leads and termination jacks at the panel. Subcontractor shall provide manufacturer's information and basic system description with proposal for HCC's approval.

**27 41 00 Audio-Video Systems**

Subcontractor shall provide a comprehensive Audio-Video system to supply each room, the desk, living room, and an additional location in the living room. System shall include service entrance wiring for satellite and CATV to a structured panel. The living room shall be pre-wired for a surround sound system and the back porch shall be wired for exterior audio. Subcontractor shall provide manufacturer's information and basic system description with proposal for HCC's approval.

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

**28 10 00 Electronic Access Control and Intrusion Detection**

Subcontractor shall provide pre-wiring for a comprehensive automated security system. Subcontractor shall provide manufacturer's information and basic system description with proposal for HCC's approval.

**DIVISION 31 – EARTHWORK**

**31 10 00 Site Clearing**

Subcontractor shall clear and grub marked area of vegetation and loose topsoil. Carefully maintain benchmarks, survey monuments, utility locates or other reference points during work. Stockpile native soils for future use.

**31 23 00 Excavation and Fill**

Subcontractor shall excavate to a depth required to reach suitable and stable soils to support the structure. If suitable soils are not located within 6 inches of target depth, subcontractor shall notify HCC prior to further excavation. Place and compact 4 inches of  $\frac{3}{4}$ " minus crushed rock over level building pad. Excavate utility trenches for connection of water, sewer, electricity, telephone, CATV and Natural Gas. Subcontractor shall follow instructions from utility service providers for connection details, trenching requirements and piping supports. Subcontractor shall fill excavations, and fill trenches in not more than 12" lifts between compacting. Grade soils around foundation for surface drainage to run away from structure. Cover exposed soils with mulch as soon as practical after disturbance.

**31 25 00 Erosion and Sedimentation Controls**

Subcontractor shall place a minimum of 2" composted mulch over exposed soils after excavation and after backfill. Sedimentation fencing shall be placed to prevent storm water runoff from construction site. Filtration devices as required shall be utilized to prevent soils or contaminants from leaving the work area.

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

**32 13 00 Rigid Paving**

Where shown and where approved by HCC, subcontractor shall prepare areas for installation of rigid paving. Fill shall be crushed and compacted gravel to an elevation suitable for a uniform layer to be placed.

**32 14 00 Unit Paving**

At Driveway and back patio, and where approved by HCC, subcontractor shall prepare areas for installation of unit paving. Fill shall be crushed and compacted gravel to an elevation suitable for a uniform layer to be placed. Follow manufacturer's installation instruction for preparation and installation of paving units. Submit product information and instructions to HCC prior to placement of product.

**32 31 29 Wood Fences and Gates**

Subcontractor shall install wood fencing that is in compliance with regulations and restrictions on the development. Submit construction details about style of fence, products and dimensions of fencing with proposal to HCC.

Reprinted from CC&R's: The height of fencing on any lot shall be six (6) feet with 1'x 6' cedar boards (and 4" x 4" treated cedar posts), maximum eight (8) foot sections, "shadow good neighbor" style, "picture frame" style, vinyl-coated cyclone fencing, or of other materials and design as prior approved by the Architectural Control Committee. See the attached Exhibit "D" for examples. Lattice top not permitted. All wood fencing shall be treated upon completion with natural preservatives in a natural color. Vinyl-clad fencing shall be black. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line for the residence. No fence, hedge or wall shall be erected without prior written approval of the Architectural Control Committee.

**32 84 00 Planting Irrigation**

Any landscape irrigation shall be of design to conserve water. Submit information to HCC for approval prior to installation.

**32 90 00 Planting**

Subcontractor shall test existing soils for needed amendments prior to placement of any irrigation or plantings and implement recommendations. Subcontractor shall notify HCC of findings and proposed remedies prior to start of landscape work. All planting shall be of types and varieties that are low maintenance require minimal watering and shall be tolerant to the climate. Subcontractor shall utilize a low-water use lawn seed or turf and limit grass areas to 25% of landscaped area. Subcontractor shall supply and install a minimum of 4 trees in locations approved by HCC. All plantings shall be designed and arranged for appearance from Street and from locations visible from inside structure.