

OREGON UNIVERSITY SYSTEM

**NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

Portland State University is accepting sealed bids from general contractors for the **Science, Research and Teaching Center Cooling Tower Replacement**, located at 1719 SW 10<sup>th</sup> Av, Portland, Oregon.

This project includes the demolition of the existing cooling tower, foundations and associated piping, electrical and controls. The contractor will provide a new 1900 ton cooling tower and all required foundation work. Contractor to provide a new condenser pump, electrical, controls and all new required piping. The new upsized cooling tower will add capacity and redundancy to our existing campus wide chilled water loop. The tower will be enclosed in a new architectural veil in order to comply with the city of Portland design review requirements. The scheduled construction completion date of the project is January 2013, the contractor will be required to commission the cooling tower at the beginning of the cooling season. In turn the warranty of the condenser pump and cooling tower is to begin at the conclusion of the commissioning effort.

A **mandatory pre-bid conference examination of the site and conditions** will be conducted at 1:00 PM local time, **August 8, 2012**. Bidders shall meet with OUS' Representative at Portland State University, Office of Facilities and Planning, 617 SW Montgomery Street, Suite 202, Portland, OR, 97201 for that purpose. Attendance will be documented through a sign-in sheet prepared by the OUS representative. Prime bidders who arrive more than 5 minutes after start of time of the meeting (as stated in the solicitation and by the OUS representative's watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project. A second, **non-mandatory**, pre-bid examination of the site will be conducted on August 10, 2012 at 2:00 PM local time. Bidders shall meet with the OUS Representative at that time at Portland State University, Office of Facilities and Planning, 617 SW Montgomery Street, Suite 202, Portland, OR, 97201.

The project schedule is identified below; if there are any changes to the dates, it shall be noted in a subsequent Addendum.

Bid documents on OUS Website	August 2, 2012
<b>Mandatory conference &amp; pre-bid walk-through</b>	<b>August 8, 2012, 1:00 PM local time</b>
Second pre-bid walk-through (non-mandatory)	August 10, 2012, 2:00 PM local time
Applicant Questions/Substitution requests/Solicitation	
Protests Due	August 15, 2012, 5:00 PM local time
Addendum Issued, if required	August 16, 2012
<b>Bids Due</b>	<b>August 22, 2012, 1:00 PM local time</b>
Substantial Completion	January 15, 2013
Final Completion	May 31, 2013

The following dates are tentative and subject to change:

Notice of Intent to Award	August 23, 2012
End of Protest Period	August 29, 2013
Notice to Proceed	August 30, 2012

Bids will be opened and publicly read aloud on **August 22, 2012** at 1:00 PM local time, at Portland State University, Facilities and Planning Office, 617 SW Montgomery, Room 202, Portland OR 97201 by the OUS representative or designee.

PSU reserves the right to accept or reject any or all Bids received in response to the ITB, to request either wholly or in part new Bids, or to negotiate with any Bidder considered qualified in any manner deemed to be in the best interest of PSU.

**RESPONSE DATE**

To be considered for selection, Bids must arrive at PSU's Facilities and Planning office by 1:00 PM local time, **August 22, 2012**. Faxed and/or e-mailed bids will not be accepted. Applicants who mail packages should allow ample delivery time to ensure timely arrival. The address of the Facilities and Planning Office is:

**FOR DELIVERY:**

Contracts Staff  
PSU Facilities and Planning  
617 SW Montgomery, Room 202  
Portland OR 97201

**FOR MAIL: (Not Recommended)**

PSU Facilities and Planning  
PO Box 751  
Mail Stop FAP  
Portland OR 97207-0751

**EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT; SEXUAL HARASSMENT**

By submitting a Bid, the Bidder certifies conformance to the applicable federal, state and local laws, acts, executive orders, statutes, administrative rules, regulations, ordinance and related court rulings concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal or Oregon State or local Governments, having responsibility for the enforcement of the foregoing, shall be supplied to PSU upon request for purposes of investigation to ascertain compliance with the foregoing.

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

Pursuant to OAR 580-061-0030, by submitting a proposal, the bidder certifies that the bidder has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR-061-0040, bidders are hereby notified that the OSBHE has adopted policies applicable to consultants and contractors that prohibit sexual harassment and that bidder and their employees are required to adhere to PSU's policy prohibiting sexual harassment in their interactions with members of PSU's community.

## **PROTESTS**

### **1. Solicitation Protests:**

Prospective Bidders may submit questions, requests for clarification or change or protests of particular solicitation provisions and specifications and conditions (including comments on any specifications that a firm believes limits competition) in writing to PSU Contracts Staff via email [fapcontracts@pdx.edu](mailto:fapcontracts@pdx.edu) by delivery or mail to 617 SW Montgomery, Portland OR 97201. These must be received no later than 5:00 PM local time on **August 15, 2012**. Such requests for clarification or change or protests must include the reasons for the request or protest and any proposed changes to the solicitation provisions and specifications and conditions.

Questions and requests for clarification or change that are timely received will be answered via addenda. Protests will be answered directly with the protesting bidder. Any changes arising from questions, requests for clarification or change or protests will be made only via addenda to the ITB. Responses from PSU not contained in an official addendum to the solicitation will not be binding on PSU. Bidders are encouraged to check on the status of all addenda prior to submission of their proposals.

### **2. Selection Protest:**

Any Bidder who responds to this solicitation and claims to have been adversely affected or aggrieved by the selection of competing Bidders shall have seven calendar days after notification of selection to submit a written protest to:

Contracts Staff  
PSU Facilities and Planning  
617 SW Montgomery, Room 202  
Portland OR 97201  
Phone: (503) 725-3738  
Fax: (503) 725-4329

The written protest must be received by 5:00 PM local time August 29, 2013 or within the identified seven day period following the Notice of Intent to Award.

Protests will be answered directly to the protesting Bidder. Selection protests must comply with and will be addressed pursuant to OAR 580-061-0145.

## **ADDENDA**

Although PSU encourages an open bid process, prospective bidders need to be aware that the solicitation will be modified only by documents issued as addenda by PSU. No other direction or comments received by bidders, written or oral, will serve to change the solicitation document.

All bidders must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870, effective July 1, 2012. Such requirements can be found at the BOLI website: [www.oregon.gov/boli](http://www.oregon.gov/boli). All bidders must be registered with the Construction Contractor's Board at the time of bid submission. No bid will be considered unless fully completed in the manner provided in the "Instructions to Bidders" upon the Bid Form provided and accompanied by Bid Security.

OREGON STATE BOARD OF HIGHER EDUCATION

By: PORTLAND STATE UNIVERSITY  
ROBYN K. PIERCE, DIRECTOR, FACILITIES MANAGEMENT

**OREGON UNIVERSITY SYSTEM  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

Oregon Administrative Rules Chapter 580, Divisions 61 and 63 govern this OUS procurement process.

### **Article 1. Scope of Work**

The work contemplated under this contract with the Oregon State Board of Higher Education, hereinafter referred to as the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Advertisement for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Agreement Form, Performance Bond, Payment Bond, OUS General Conditions, Supplemental General Conditions, Plans and Specifications.

### **Article 2. Examination of Site and Conditions**

Before making a bid, the bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The bidder shall also make a careful examination of the Project Manual including the plans, specifications, and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these precautions will not release the successful bidder from entering into the contract nor excuse the bidder from performing the work in strict accordance with the terms of the contract.

The Owner will not be responsible for any loss or for any unanticipated costs which may be suffered by the successful bidder as a result of such bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required. No statement made by an officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

### **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such bidder may submit to the Architect (read "Engineer" throughout as appropriate) a written request for an interpretation thereof at least 10 calendar days prior to the date set for the bid closing.

When a prospective bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the bidder may submit to the Architect a written request for approval of such substitute at least 10 calendar days prior to the date set for the bid closing. The prospective bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. A copy of each Addendum will be mailed or delivered to each bidder receiving a Project Manual and becomes a part thereof. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees

the substituted article or material to be equal or better than the one specified.

#### **Article 4. Security to Be Furnished by Each Bidder**

Each bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a bid bond described hereinafter, executed in favor of the State of Oregon and the Oregon State Board of Higher Education, for an amount equal to 10 percent of the total amount bid as a guarantee that if awarded the contract the bidder will execute the contract and give a performance bond and payment bond as required. The successful bidder's check or bid bond will be retained until the bidder has entered into a satisfactory contract and furnished a 100 percent performance bond and 100 percent payment bond. The Owner reserves the right to hold the bid security as described in Article 10 hereof. Should the successful bidder fail to execute and deliver the contract as provided for in Article 12, including a satisfactory performance bond and payment bond within 20 calendar days after the bid has been accepted by the Owner, then the contract award made to such bidder may be considered canceled and the bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Award.

#### **Article 5. Execution of Bid Bond**

Should the bidder elect to utilize a bid bond as described in Article 4 in order to satisfy the bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on Oregon University System forms, which will be provided to all prospective bidders by the Owner.
- B. The bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the

corporation followed by such person's official capacity, such as president, etc. This signature shall be attested by the secretary or assistant secretary of the corporation. The corporation seal should then be affixed to the bond.

- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

#### **Article 6. Execution of the Bid Form**

Each bid shall be made in accordance with the sample Bid Form accompanying these instructions; the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; numbers pertaining to base bids shall be stated both in writing and in figures; the bidder's address shall be typed or printed.

The Bid Form relates to bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and provided in the Bid Form. The bidder shall include in the bid a sum to cover the cost of all items contemplated by the Contract. The bidder shall bid upon all alternates that may be indicated on the Bid Form. When bidding on an alternate for which there is no charge, the bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates is shown on the Bid Form, the bidder shall indicate whether each is "add" or "deduct."

The Bid Form included in the Project Manual is a sample. One additional copy of the Bid Form may be furnished with the Project Manual. One additional copy of the Bid Bond form may also be provided with the Project Manual. Only one copy needs to be submitted with the bid.

#### **Article 7. Prohibition of Alterations to Bid**

Bids which are incomplete, or contain ambiguities or conditions not provided for in the Bid Form, may be rejected.

#### **Article 8. Submission of Bid**

Each bid shall be sealed in an envelope, properly addressed to the appropriate project Owner within the Oregon University System, showing on the outside of the envelope

the name of the bidder and the name of the project. Bids will be received at the time and place stated in the Advertisement for Bids.

#### **Article 9. Bid Closing and Opening of Bids**

All bids must be received by the Owner at the place and time set for the bid closing. Any bids received after the scheduled closing time for receipt of bids will be rejected and returned to the bidder unopened.

To allow sufficient time for bidders to comply with any permitted Affirmative Action requirements of the Oregon State Board of Higher Education, when specified for that purpose the bid opening shall be 24 hours after the time of bid closing.

At the time of opening and reading of bids, each bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such bids.

#### **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all bids are rejected, the Owner will award a contract based on the lowest responsive bid from a responsible bidder. If that bidder does not execute the contract, it will be awarded to the next lowest responsible bidder or bidders in succession.

The Owner reserves the right to reject all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of Oregon Administrative Rules adopted by the Owner.

The Owner reserves the right to hold the bid and bid security of the three lowest bidders for a period of 30 calendar days from and after the time of bid opening pending award of the contract. Following award of the contract the bid security of the three lowest bidders may be held 20 calendar days pending execution of the contract. All other bids will be rejected and bid security will be returned.

In determining the lowest bidder, the Owner reserves the right to take into consideration any or all authorized base bids as well as alternates or combinations indicated in the Bid Form.

If such bid has not been accepted within 30 calendar days after the opening of the bids, each of the three lowest

bidders may withdraw the bid submitted and request the return of the bid security.

#### **Article 11. Withdrawal of Bid**

At any time prior to the time and place set for the bid closing, a bidder may withdraw the bid. This will not preclude the submission of another bid by such bidder prior to the time set for the bid closing.

After the time set for the bid closing, no bidder will be permitted to withdraw its bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Agreement, Performance Bond and Payment Bond**

The Owner will provide the successful bidder with contract forms within 10 calendar days after the award of the Contract. The bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within 20 calendar days after the award of the contract. The contract forms shall be delivered to the Owner in the number called for and to the location as noted in the Notice of Award.

#### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.



**OREGON UNIVERSITY SYSTEM  
STANDARD PUBLIC IMPROVEMENT CONTRACT**

**BID BOND**

We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the State of Oregon and the Oregon State Board of Higher Education ("Obligee") the sum of (\$\_\_\_\_\_)

\_\_\_\_\_ dollars.

**WHEREAS**, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (\_\_\_\_\_) for the project identified as:

\_\_\_\_\_ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

**NOW, THEREFORE**, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the Instructions to Bidders and executes and delivers to Obligee its good and sufficient Performance Bond and Payment Bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**IN WITNESS WHEREOF**, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

**BY ATTORNEY-IN-FACT:**

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**OREGON UNIVERSITY SYSTEM**  
**STANDARD PUBLIC IMPROVEMENT CONTRACT**  
**BID FORM**

OUS CAMPUS:Portland State University

PROJECT: Science, Research and Teaching Center Cooling Tower Replacement

BID CLOSING: August 22, 2012, 1:00 PM local time

BID OPENING: August 22, 2012, 1:00 PM local time

FROM: \_\_\_\_\_  
*Name of Contractor*

TO: Oregon State Board of Higher Education  
*(campus or office name and address)*  
\_\_\_\_\_  
\_\_\_\_\_

1. The Undersigned (*check one of the following and insert information requested*):

\_\_\_ a. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_; or

\_\_\_ b. A partnership registered under the laws of the State of \_\_\_\_\_; or

\_\_\_ c. A corporation organized under the laws of the State of \_\_\_\_\_; or

\_\_\_ d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and the Undersigned agrees to be bound by the following documents:

- Advertisement for Bids
- Supplemental Instructions to Bidders
- Public Improvement Agreement Form
- OUS General Conditions
- Prevailing Wage Rates
- Plans and Specifications
- ADDENDA numbered \_\_\_ through \_\_\_, inclusive (*fill in blanks*)
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Drawings and Details

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications:

ALTERNATE #1: New control elements indicated on the contract documents shall be provided and installed by controls contractor; Low voltage controls wiring, programming and commissioning will be provided by controls contractor. Contractor to provide coordination.

ADD or DEDUCT: \$\_\_\_\_\_

ALTERNATE #2: Provide 1-year parts and labor for maintenance on the new cooling towers and new condenser water pump. Maintenance to begin at the conclusion of the 2013 cooling season commissioning.

ADD or DEDUCT: \$\_\_\_\_\_

3. RESERVED

4. The substantial completion date shall be **January 15, 2013**. The final completion date shall be **May 31, 2013**.

5. Accompanying herewith is Bid Security which is equal to ten (10) percent of the total amount of the Basic Bid.

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to the Oregon State Board of Higher Education, within twenty (20) calendar days after receiving the Contract forms, an Agreement Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

\_\_\_\_\_  
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with the Board; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement Form, Performance Bond and Payment Bond, and that if the Undersigned defaults in either executing the Agreement Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security may become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Agreement Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (1) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (2) The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned **HAS, HAS NOT** (circle applicable status) paid unemployment or income taxes in Oregon within the past 12 months and **HAS, HAS NOT** (circle applicable status) a business address in Oregon.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is \_\_\_\_\_. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is \_\_\_\_\_, Policy No. \_\_\_\_\_, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Project Manager for this project is: \_\_\_\_\_,  
Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_.

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

FEDERAL TAX ID \_\_\_\_\_

TELEPHONE NO \_\_\_\_\_

FAX NO \_\_\_\_\_

SIGNATURE 1) \_\_\_\_\_

Sole Individual

or 2) \_\_\_\_\_

Partner

or 3) \_\_\_\_\_

Authorized Officer of Corporation

(SEAL)

\_\_\_\_\_  
Attested: Secretary of Corporation

Payment information will be reported to the IRS under the name and taxpayer ID # provided above. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

\*\*\*\*\* **END OF BID** \*\*\*\*\*

**OREGON UNIVERSITY SYSTEM  
PUBLIC IMPROVEMENT AGREEMENT**

**FAP0\_\_\_\_\_**

This Agreement for the **Science, Research and Teaching Center Cooling Tower Replacement** (the “**Contract**”), made by and between the Oregon State Board of Higher Education, acting by and through Portland State University (the “**Owner**”), and \_\_\_\_\_ (the “**Contractor**”) (collectively the “**Parties**”), shall become effective on the date this Contract has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained, whichever is later (the “**Effective Date**”).

WITNESSETH:

**1. Contract Price, Contract Documents and Work**

Contractor agrees to provide to Owner on a timely basis, the \_\_\_\_\_ located at \_\_\_\_\_, Portland, Oregon as more specifically set out in the Scope of Work attached hereto as “**Exhibit A**” and incorporated into this Contract (the “**Scope of Work**”). The intent is that Contractor will furnish all materials, services, supervision, labor, supplies, tools, equipment and other “things” required to complete all activities necessary for a completed Project, consistent with all local, municipal and applicable Codes, according to the terms and conditions of this Contract and the OUS General Conditions.

The Owner will pay Contractor compensation for all Work in accordance with the requirements of the February 1, 2011 OUS General Conditions, attached hereto as “**Attachment A**” and made a part hereof, as revised by the OUS Supplemental General Conditions, attached hereto as “**Attachment B**” and made a part hereof, on a **lump sum**, not-to-exceed amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The invoice shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses. The invoice shall, at minimum, be broken down by cost per building.

The maximum compensation for the Contractor’s performance of the Work under this Contract is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), including Reimbursable Expenses (the “**Contract Value**”). If this Contract is amended to include additional Work, the total maximum compensation must not exceed the greater of \$1,000,000 or the maximum allowable under OAR 580-063-0030.

The Contractor, in consideration of the Contract Value to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the OUS General Conditions referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Value is the amount contemplated by the Base Bid adjusted for Alternates [**Identify accepted Alternates**], as indicated in the accepted Bid. Also, the following documents are incorporated by reference in this Contract and made a part hereof if checked for inclusion [X]:

- |   |   |
|---|---|
| <input type="checkbox"/> Invitation to Bid        | <input type="checkbox"/> Instruction to Bidders               |
| <input type="checkbox"/> Bid Bond                 | <input type="checkbox"/> Performance Bond and Payment Bond    |
| <input type="checkbox"/> OUS General Conditions   | <input type="checkbox"/> Supplemental General Conditions      |
| <input type="checkbox"/> Prevailing Wage Rates    | <input type="checkbox"/> Payroll and Certified Statement Form |
| <input type="checkbox"/> Plans and Specifications | <input type="checkbox"/> Drawings and Details                 |

Division 1 Specifications

Addenda numbered 1-XX

**2. Representatives.**

Not Applicable

Contractor has named **(Insert Name)** its' Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates **(Insert Name)** as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

**3. Key Persons.**

Not Applicable

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** \_\_\_\_\_ shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** \_\_\_\_\_ shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** \_\_\_\_\_ shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** \_\_\_\_\_ shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

**4. Contract Dates.**

The Contractor will commence work on the Effective Date (as defined above).

SUBSTANTIAL COMPLETION DATE: **January 15, 2013.**

FINAL COMPLETION DATE: **May 31, 2013.**

**5. Liquidated Damages.**

Not Applicable

Failure to complete the Work by the time specified in this Contract will result in actual damages to the OWNER. Since actual damages will be difficult or impossible to determine, it is agreed that the CONTRACTOR shall pay OWNER, not as a penalty but as liquidated damages (Insert Dollar Value) per Day for each Day elapsed in excess of the Substantial Completion Date.

**6. Tax Compliance.**

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**7. BOLI.**

Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed \$50,000.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the OUS General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

**8. Integration.**

The Contract documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**In witness whereof**, the STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of **Portland State University** executes this Contract and the Contractor does execute the same as of the Effective Date.

**CONTRACTOR DATA:**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

CONTRACTOR FEDERAL ID: \_\_\_\_\_

CONTRACTOR CCB #: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

*[Payment information will be reported to the IRS under the name and taxpayer ID # provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to thirty-one (31%) percent backup withholding.]*

CONTRACTOR SIGNATURE

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

By: \_\_\_\_\_  
(Printed or Typed)

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

STATE OF OREGON acting by and through the  
OREGON STATE BOARD OF HIGHER EDUCATION  
on behalf of **Portland State University**

By: \_\_\_\_\_  
Catherine Antisdel (Date)  
Construction Contracts Supervisor



**OREGON UNIVERSITY SYSTEM  
SUPPLEMENTAL GENERAL CONDITIONS  
To The  
GENERAL CONDITIONS  
FOR PUBLIC IMPROVEMENT CONTRACT**

**Contract No.**

**Project Name: Science, Research and Teaching Center Cooling Tower Replacement**

**The following modify the Oregon University System “General Conditions for Public Improvement Contracts”, February 1, 2011, (OUS General Conditions) for this Contract. Where a portion of the OUS General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.**

**SG-2** Section B.4 is modified as follows: Revise to read:

“Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Owner shall obtain and pay for the general building permit. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.

**OREGON UNIVERSITY SYSTEM**  
**GENERAL CONDITIONS**  
**FOR PUBLIC IMPROVEMENT CONTRACTS**

**February 1, 2011**

INSTRUCTIONS: The attached **Oregon University System General Conditions for Public Improvement Contracts ("OUS General Conditions")** apply to all designated public improvement contracts. Changes to the OUS General Conditions (including any additions, deletions or substitutions) should only be made by attaching Supplemental General Conditions. The text of these OUS General Conditions should not otherwise be altered. These OUS General Conditions have been reviewed as to form by the Oregon Department of Justice. The legal sufficiency and approval requirements of ORS 291.047 remain applicable to individual OUS procurements, unless an exemption has been granted pursuant to that statute and Department of Justice administrative rules at OAR Chapter 137, Division 45.

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**OREGON UNIVERSITY SYSTEM  
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS  
("OUS General Conditions")**

**SECTION A  
GENERAL PROVISIONS**

**A.1 DEFINITION OF TERMS**

In the Contract Documents the following terms shall be as defined below:

**ARCHITECT/ENGINEER**, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

**CHANGE ORDER**, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D, including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

**CLAIM**, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these OUS General Conditions.

**CONSTRUCTION CHANGE DIRECTIVE**, means a written order by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.

**CONTRACT**, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

**CONTRACT DOCUMENTS**, means the Solicitation Document and addenda thereto, Instructions to Offerors, Supplemental Instructions to Offerors, the OUS Public Improvement Agreement Form, OUS General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments, Change Orders and Construction Change Directives .

**CONTRACT PERIOD**, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

**CONTRACT PRICE**, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

**CONTRACT TIME**, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

**CONTRACTOR**, means the Person awarded the Contract for the Work contemplated.

**DAYS**, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

**DIRECT COSTS**, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

**FINAL COMPLETION**, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

**FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

**MWESB REPORT**, means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (MWESB) enterprises, as those terms are defined in ORS 200.005, receiving contracts throughout the course of the Work. An initial MWESB report is required (see Section E.2.9) and MWESB Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1). The initial report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to MWESB enterprises, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts including all Change Orders incorporated during the course of the project. The reports shall only include enterprises certified with the State of Oregon as MWESB enterprises and shall include individual identification of each enterprise as a Minority business enterprise, a Women business enterprise, and/or an Emerging Small Business Enterprise, as applicable.

**NOTICE TO PROCEED**, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

**OFFER**, means a bid in connection with Instructions to Bidders and a proposal in connection with a Request for Proposals.

**OFFEROR**, means a bidder in connection with Instructions to Bidders and a proposer in connection with a Request for Proposals.

**OVERHEAD**, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site

office, and Commercial General Liability Insurance and Automobile Liability Insurance.

**OWNER**, means the State of Oregon acting by and through the Oregon State Board of Higher Education, in its own right or on behalf of one of its institutions as identified in the Solicitation Document, also known as the Oregon University System (OUS).

**OWNER'S AUTHORIZED REPRESENTATIVE**, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these OUS General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

**PERSON**, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

**PLANS**, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

**PUNCHLIST**, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

**RECORD DOCUMENT**, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, Construction Change Directives, MWESB Reports, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these OUS General Conditions, recording all Services performed.

**SOLICITATION DOCUMENT**, means Instructions to Bidders or Offerors or a Request for Proposal or a Request for Quotes.

**SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

**SUBCONTRACTOR**, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

**SUBSTANTIAL COMPLETION**, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

**SUBSTITUTIONS**, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

**SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions that remove from, add to, or modify these OUS General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

**WORK**, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

## A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

## A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) Contract amendments, Change Orders and Construction Change Directives, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) The OUS Public Improvement Agreement Form;
- (d) The OUS General Conditions;
- (e) Division One (General Requirements) of the Specifications;
- (f) Detailed Schedules of finishes, equipment and other items included in the Specifications;
- (g) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (h) Large-scale drawings on Plans;
- (i) Small-scale drawings on Plans;
- (j) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (k) The Solicitation Document, including Instructions to Offerors and Supplemental Instructions to Offerors, and any addenda thereto;
- (l) The accepted Offer.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning and interpretation of requirements of, the Contract Documents will

be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).

- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

**A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE**

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

**A.5 INDEPENDENT CONTRACTOR STATUS**

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

**A.6 RETIREMENT SYSTEM STATUS AND TAXES**

Contractor represents and warrants that it 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. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

**A.7 GOVERNMENT EMPLOYMENT STATUS**

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract

**SECTION B  
ADMINISTRATION OF THE CONTRACT**

**B.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by

and with separate contractors shall be through the Owner's Authorized Representative.

- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**B.2 CONTRACTOR'S MEANS AND METHODS;  
MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

**B.3 MATERIALS AND WORKMANSHIP**

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

**B.4 PERMITS**

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental

General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.

**B.5 COMPLIANCE WITH GOVERNMENT  
REGULATIONS**

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable:
- (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
  - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

**B.6 SUPERINTENDENCE**

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

#### **B.7 INSPECTION**

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.
- B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

#### **B.8 SEVERABILITY**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

#### **B.9 ACCESS TO RECORDS**

- B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.
- B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

#### **B.10 WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

#### **B.11 SUBCONTRACTS AND ASSIGNMENT**

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these OUS General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.



#### **B.12 SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

#### **B.13 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

#### **B.14 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

#### **B.15 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

#### **B.16 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

#### **B.17 ALLOWANCES**

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;

- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).

- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

#### **B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order or Construction Change Directive has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

#### **B.19 SUBSTITUTIONS**

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order or Construction Change Directive. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor: represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

#### **B.20 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other

interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

#### **B.21 FUNDS AVAILABLE AND AUTHORIZED**

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

#### **B.22 NO THIRD PARTY BENEFICIARIES**

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

### **SECTION C WAGES AND LABOR**

#### **C.1 MINIMUM WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

#### **C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS**

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified

statements for a period of ten (10) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

### **C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10)

Days out of such amounts as are paid to the Contractor by the public contracting agency under such contract.

- C.3.4 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.

### **C.4 PAYMENT FOR MEDICAL CARE**

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

### **C.5 HOURS OF LABOR**

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

## **SECTION D CHANGES IN THE WORK**

### **D.1 CHANGES IN WORK**

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall

be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by such Change Order as follows:

\$0.00 - \$5,000.00	10%, and then
Over \$5,000.00	5%

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were

incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by the Change Order and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the State of Oregon, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## **D.2 DELAYS**

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section

D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.2 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay.

If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, then unless otherwise prohibited by law, Contractor's Claim shall be barred.

### **D.3 CLAIMS REVIEW PROCESS**

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these OUS General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.
- In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.
- D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Owner may at any time and at its discretion issue a Construction Change Directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any adjustment to compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive is pending. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

## **SECTION E PAYMENTS**

### **E.1 SCHEDULE OF VALUES**

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work.

Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

## **E.2 APPLICATIONS FOR PAYMENT**

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest for over due claims at the rate of two-thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Over due claims will be those that have not been paid within forty five (45) days from the latest of:

- (a) The date of the receipt of the accurate invoice;
- (b) The date of the initial billing statement if no invoice is received;
- (c) The date all goods have been received; or
- (d) The date the claim is made certain by agreement of the parties or by operation of law.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If Owner makes this election, the Contractor will be required to arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: \_\_\_\_\_

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions,

applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or

- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.2.9 Contractor shall submit its initial MWESB Report within ten (10) Days of Contractor's execution of the Contract, or if there will be a Guaranteed Maximum Price (GMP) Amendment, then within ten (10) Days of Contractor's execution of the GMP Amendment. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner's Authorized Representative shall be a condition of any progress payments or final payment otherwise due.

### **E.3 PAYROLL CERTIFICATION REQUIREMENT**

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

### **E.4 DUAL PAYMENT SOURCES**

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

### **E.5 RETAINAGE**

E.5.1 Retainage shall be withheld and released in accordance with OAR 580-063-0045.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) Days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (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 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 subsection shall commence to run forty five (45) Days after the end of the 15-Day period.

- E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.
- E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.
- E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

## **E.6 FINAL PAYMENT**

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K, AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that

payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

## **SECTION F JOB SITE CONDITIONS**

### **F.1 USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

### **F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

### **F.3 CUTTING AND PATCHING**

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

### **F.4 CLEANING UP**

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

### **F.5 ENVIRONMENTAL CONTAMINATION**

F.5.1. Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of this Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of 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 and be performed by properly qualified personnel.

F.5.1.2 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:

- (a) 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;
- (b) 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
- (c) 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.

F.5.2 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 340-142-0050 for all products addressed therein. 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, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

### **F.6 ENVIRONMENTAL CLEAN-UP**

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), 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)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any 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 risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 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).

#### **F.7 FORCE MAJEURE**

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

### **SECTION G INDEMNITY, BONDING, AND INSURANCE**

#### **G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY**

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Owner's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under this Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects), the Contractor shall furnish and

maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds if required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

#### **G.3 INSURANCE**

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For other than new construction the Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the State of Oregon, the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant :

From commencement of the Contract term to June 30, 2011: \$1,600,000  
 July 1, 2011 to June 30, 2012: \$1,700,000  
 July 1, 2012 to June 30, 2013: \$1,800,000  
 July 1, 2013 to June 30, 2014: \$1,900,000  
 July 1, 2014 to June 30, 2015: \$2,000,000  
 July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2011: \$3,200,000  
 July 1, 2011 to June 30, 2012: \$3,400,000  
 July 1, 2012 to June 30, 2013: \$3,600,000  
 July 1, 2013 to June 30, 2014: \$3,800,000  
 July 1, 2014 to June 30, 2015: \$4,000,000  
 July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2011: \$100,100.  
 Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2011: \$500,600.  
 Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2011: \$1,600,000.  
 July 1, 2011 to June 30, 2012: \$1,700,000.  
 July 1, 2012 to June 30, 2013: \$1,800,000.  
 July 1, 2013 to June 30, 2014: \$1,900,000.  
 July 1, 2014 to June 30, 2015: \$2,000,000.  
 July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2011: \$3,200,000.  
 July 1, 2011 to June 30, 2012: \$3,400,000.  
 July 1, 2012 to June 30, 2013: \$3,600,000.  
 July 1, 2013 to June 30, 2014: \$3,800,000.  
 July 1, 2014 to June 30, 2015: \$4,000,000.  
 July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2011: \$100,100.  
 Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2011: \$500,600.  
 Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.5 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of

this Contract shall include the State of Oregon, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the State of Oregon, its departments, divisions, officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the State of Oregon, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

**G.3.6** Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) Days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the State of Oregon, its Owner and their divisions, officers, and employees.

**G.3.7** Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The certificates will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) Days' written notice from the insurer(s) to the Owner. To the extent Certificates of Insurance contain words to the effect that Contractor shall "endeavor to send notice of cancellation" or similar language, Contractor shall require its insurer to send such notice by making sure that the words "endeavor to" or similar words are removed from the Certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be approved by the Owner in writing prior to execution of the Contract and is subject to Owner's approval.

**G.3.8** Retainer Contract Program: For the OUS Retainer Contract Program the term "Contract" as used in this Section G in the phrases "keep in effect during the term of this Contract" and "prior to execution of the Contract" shall mean each Retainer Contract Supplement issued under the Retainer Contract.

## **SECTION H SCHEDULE OF WORK**

### **H.1 CONTRACT PERIOD**

H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall

commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1.

H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

### **H.2 SCHEDULE**

H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, and long lead items broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one Day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

### **H.3 PARTIAL OCCUPANCY OR USE**

H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **SECTION I CORRECTION OF WORK**

### **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents,

that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (punch list) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

## **I.2 WARRANTY WORK**

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor

pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **SECTION J**

### ***SUSPENSION AND/OR TERMINATION OF THE WORK***

#### **J.1 OWNER'S RIGHT TO SUSPEND THE WORK**

J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

#### **J.2 CONTRACTOR'S RESPONSIBILITIES**

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

#### **J.3 COMPENSATION FOR SUSPENSION**

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

#### **J.4 OWNER'S RIGHT TO TERMINATE CONTRACT**

J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

#### **J.5 TERMINATION FOR CONVENIENCE**

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner will provide the Contractor with seven (7) Days prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

#### **J.6 ACTION UPON TERMINATION**

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

### **SECTION K CONTRACT CLOSE OUT**

#### **K.1 RECORD DOCUMENTS**

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire project to Owner's Authorized Representative. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed, and accurate MWESB Reports.

#### **K.2 OPERATION AND MAINTENANCE MANUALS**

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

#### **K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS**

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

#### **K.4 COMPLETION NOTICES**

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance,

and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

#### **K.5 TRAINING**

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative training sessions for all equipment and systems as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session held after the equipment and/or system is completely installed and operational in its normal operating environment.

#### **K.6 EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

#### **K.7 ENVIRONMENTAL CLEAN-UP**

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 notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

#### **K.8 CERTIFICATE OF OCCUPANCY**

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditional certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

#### **K.9 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

#### **K.10 SURVIVAL**



OREGON UNIVERSITY SYSTEM

STANDARD PUBLIC IMPROVEMENT CONTRACT  
PERFORMANCE BOND

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

Solicitation \_\_\_\_\_

Project Name: Science, Research and Teaching Center Cooling Tower Replacement

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon, Oregon State Board of Higher Education (OSBHE), the sum of (Total Penal Sum of Bond) \_\_\_\_\_

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, OSBHE, and \_\_\_\_\_ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**OREGON UNIVERSITY SYSTEM**  
**STANDARD PUBLIC IMPROVEMENT CONTRACT**  
**PAYMENT BOND**

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

Project Name: Science, Research and Teaching Center Cooling Tower Replacement

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, \_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon, Oregon State Board of Higher Education (OSBHE), the sum of (Total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, OSBHE and \_\_\_\_\_ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the

work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SECTION 01010  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 WORK COVERED BY THE PROJECT MANUAL AND DRAWINGS**

- A. Work covered by the Project Manual and Drawings consists of: Science, Research and Teaching Center Cooling Tower Replacement
- B. The work includes;
1. Science Research and Teaching Center (SRTC) Cooling Tower Replacement
  2. Demolition of the existing cooling tower, foundation, concrete slab, condenser and cold water piping and electrical in the cooling tower yard enclosure.
  3. Demolish selected condenser piping in the basement mechanical room.
  4. New cooling tower including ladders/platforms and options specified
  5. New side stream filter package.
  6. Electrical upgrades to include new panels in the equipment in yard and connection to all equipment,
  7. New cooling tower foundation, and structural steel.
  8. New slab with drains and slopes as shown.
  9. Architectural Veil (steel screen) including all support structure.
  10. New condenser pump, foundation, piping, and electrical and controls in the basement mechanical room.
  11. New piping for cooling tower installation and painted by the contractor. Connect new piping at points of connection shown on the drawings.
  12. Existing control elements to be reinstalled by contractor
  13. Contractor to participate and facilitate commissioning of system with PSU staff, at the beginning of the 2013 cooling season.
  14. Warranty of new condenser pump and cooling tower to begin after the commissioning is completed.
- C. The Contractor shall supply all labor, transportation, apparatus, scaffolding, tools and other items necessary for the completion of the work in conformance with OUS General Conditions for Public Improvements Contracts, Section A.2.
- D. The Work shall be started within ten (10) calendar days following approval of the Contractor's Certificate of Insurance and the Execution of Contract by PSU Facilities, attention (fapcontracts@pdx.edu). All work shall be final completed within the time frames established in the Public Improvement Agreement Form (OUS Contract Form B-7, Item 4).

**1.02 CONTRACTOR'S USE OF PREMISES**

- A. Contractor shall limit use of the Premises for Work and storage to allow for:
1. Owner and tenant occupancy of adjacent spaces, day and night
  2. Public use, day and night

3. Security
  4. Safe entry and exit for vehicles and pedestrians
- B. Access through the interior of the building will be coordinated with the Owner's Authorized Representative.

#### 1.03 PROTECTIONS

- A. Protect sidewalks, asphalt paving, concrete, trees, shrubs, and lawn areas at all times from spillage of materials used in carrying out the Work. Prevent materials from clogging sinks, catch basins and yard drains; maintain drains clean and in proper working conditions. Dumping of plaster, solvents, or other injurious materials in PSU plumbing systems is not permitted. Costs of cleaning or repair will be withheld from Contractor as required.
- B. Clean, repair, resurface, or restore existing surfaces to their original, or better, condition, or completely replace such surfaces to match existing, where damaged by construction operations.
- C. The Contractor shall be responsible for any and all damages as specified in OUS General Conditions for Public Improvement Contracts Section G.1.1..
- D. The Owner will not be responsible for protection of materials or equipment from vandalism or theft. Security is the responsibility of the Contractor. See Section 01500 Temporary Facilities.
- E. The Contractor will verify that all drains in the construction area are in working order and notify the Owner's Representative, in writing, of any drains that are plugged, prior to the Start of Work. Start of Work will be considered as acknowledgement that all drains are clear and in good working order.
- F. Debris shall not be allowed to remain around the buildings during performance of Work, and shall be disposed of daily and/or as directed by Owner's Authorized Representative.
- G. The Contractor shall manage a safe job environment for both the safety of all people around the Premises as well as the safety of the Owner's and general public's property.
- H. Do not store materials where they will interfere with operations of Owner. Storage areas must be approved by the Owner's Authorized Representative prior to start of the Work.

#### 1.04 OWNER OCCUPANCY

- A. The Owner and building tenants will occupy the Premises during the entire period of construction for the conduct of normal operations. Cooperate and coordinate with Owner's Authorized Representative in construction operations to minimize conflict and to facilitate the Owner's usage, especially in the following areas:
1. Restricted access and parking

2. Use of elevators and stairs
  3. Temporary storage space availability
  4. Provide a written schedule of Work specifying where and when Work will be accomplished
  5. Notify Owner's Authorized Representative a minimum of 72 hours prior to performing any work that will release strong odors or fumes, causes noise, or requires windows to be closed during hot weather. See Section 01734 for additional Indoor Air Quality requirement, which includes coordination of noise abatement.
- B. Conduct operations in such a way to ensure the least inconvenience to University staff, students and the general public.
- C. To maintain continual operations by the Owner and building tenants, evening and/or weekend work by the Contractor will be required for short durations at various stages of the Project. Coordinate with the Owner's Authorized Representative at least seventy-two (72) hours in advance to performing evening or weekend work.

#### 1.05 SALVAGE

- A. All material indicated to be removed shall become the property of the Contractor except those items noted on the drawings and in the specifications as being retained by the Owner.
- B. All locksets, cylinders and strikes removed shall be returned to Owner. Coordinate with Owners Authorized Representative.
- C. The City of Portland has mandated the recycling of demolition materials. See Section 01732 of these Specifications for Waste Management requirements, which includes recycling documentation to be provided to the Owner by the Contractor.

## **PART 2 -PRODUCTS**

#### 2.01 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, materials and equipment removed from existing construction shall not be used in the completed Work.
- B. For material and equipment specifically indicated or specified to be reused in the Work or salvaged to Owner:
1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
  2. Arrange for transportation, storage, and handling of products that require off-site storage, restoration or renovation. Pay all costs for such Work.

3. Contractor shall be responsible for removing and reinstalling mechanical units, vents, guys, antennae, and electrical and grounding wires or conduits.

### **PART 3 -EXECUTION**

#### **3.01 PREPARATION**

- A. Inspect existing conditions, Work requirements, and the Contract Documents. Verify that materials and equipment being furnished meet requirements specified. Report any discrepancies to the Owner's Authorized Representative prior to proceeding with work.

#### **3.02 MATERIAL HANDLING**

- A. If, in the opinion of the Contractor, cranes, hoists, towers, or other lifting devices are necessary for the proper and efficient movement of materials, comply with these requirements:
  1. Use only experienced personnel
  2. Remove equipment as soon as possible after task is ended
  3. Coordinate the placement of such equipment with the Owner's Authorized Representative to ensure that utility tunnels, utilities, and surfaces are not damaged.
  4. Obtain required permits and meet the requirements of governing authorities regarding street and sidewalk closures, safety, noise, and other applicable regulations.
  5. Provide barricades and warning ribbons to close off areas temporarily for loading and unloading, to insure public safety.
- B. Contractor shall not allow any materials or debris to free-fall from the building.

#### **3.03 WORKMANSHIP**

- A. Unless otherwise specified, perform the Work using workers skilled in the particular type of Work involved.
- B. Should the Owner, in writing, deem anyone on the Work incompetent or unfit for the assigned duties, dismiss the worker immediately or reassign that worker to a different task requiring a lesser degree of competence.
- C. Workmanship shall be first class in every respect as determined by the Owner's Authorized Representative, and all Work performed shall be performed in accordance with standard industry practice.
- D. The Contractor shall maintain effective supervision on the project at all times Work is being performed. The Superintendent shall be the same person throughout the course of the Work, and shall attend the pre-construction conference.



3.04 TESTING

- A. The Owner reserves the right to perform any testing as may be required to determine compliance with the Project Manual and Drawings. Costs for such testing will be the Owner's responsibility unless testing indicates noncompliance. Costs for testing which indicates noncompliance shall be borne by the Contractor. Non-complying Work shall be corrected and testing will be repeated until the Work complies with the Project Manual and Drawings. Contractor will pay costs for retesting non-complying Work.
  
- B. The Contractor shall cooperate in every respect with the activities of the testing agency.

END OF SECTION

**SECTION 01030**

**ALTERNATES**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. Work of the Section includes administrative and procedural requirements to the Bid Alternates of the OUS Bid Form (OUS Form B-6).

1.02 RELATED WORK IN OTHER SECTIONS

- A. Additional information regarding bid alternates and changes in scope may be found in the follows:
  - 1. OUS Bid Form
  - 2. Instructions to Bidders
  - 3. OUS General Conditions
  - 4. Other Sections of these specifications.

1.03 DEFINITION

- A. An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Project Manual that may be added or deducted from the Basic Bid amount if the Owner decides to accept a corresponding change in the amount of construction to be completed, or in the products, materials, equipment, systems, or installation method.
- B. The cost change for each alternate is the net addition to or deletion from the Basic Bid to incorporate the alternate into the work. No other adjustments are made to the Basic Bid, unless stipulated in the Instructions to Bidders or the OUS General Conditions for Public Improvement Contracts.

**PART 3 – ACCEPTANCE OF ALTERNATIVES**

- 3.01 The Owner's initial intent is to contract for all work of the Basic Bid. All required bonding, deposits,

securities or guarantees required by the Contract Documents shall be based on the Basic Bid amount.

- 3.02 Alternates quoted on the Bid Form will be reviewed and may be rejected, accepted individually, in combination or entirely at the Owner's Option.
- 3.03 Alternates to the Basic Bid will be executed by a Change Order, in accordance with Division 1 Section 01300 and the OUS General Conditions for Public Improvement Contracts Section D.
- 3.4 Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required to complete the alternative work and surrounding modifications whether or not mentioned as part of the work.
- 3.5 Coordinate related work and modify surrounding work to integrate the work of each alternative.
- 3.6 A "Schedule of Bid Alternates" is provided at the end of this Section. Refer to other Specification Sections of this Project Manual for materials necessary to achieve the Work described under each alternate.

**PART 2 – PRODUCTS**

NOT USED

**PART 4 – SCHEDULE OF BID ALTERNATES**

- 4.1 The following Alternates may be deducted and/or added from the Work of the Base Bid:
  - A. Alternative No. 1 – (ABI-1) New control elements indicated on the contract documents shall be provided and installed by controls contractor; Low voltage controls wiring, programming and commissioning will be provided by controls contractor. Contractor to provide coordination.
  - B. Alternative No. 2 – (ABI-2) Provide 1-year parts and labor for maintenance on the new cooling towers and new condenser water pump. Maintenance to begin at the conclusion of the 2013 cooling season commissioning.

END OF SECTION

**SECTION 01040**  
**PROJECT COORDINATION**

**PART 1 – GENERAL**

1.01 DESCRIPTION:

- A. This Section includes administrative and supervisory requirements necessary for coordinating contract documentation, communications and construction operations. The requirements of this Section relate to all work by the Contractor and Sub-contractors performing work under these Contract documents including, but not limited to, the following:

1. Pre-construction Coordination
2. Identification of Owner's Authorized Representatives
3. Reserved
4. Listing of Sub-contractors
5. Contractor Emergency Contact Information
6. Safety & Emergency Procedures
7. Unforeseen Hazardous Materials
8. Permits and Fees
9. Key Requests
10. Progress Meetings
11. Requests for Clarifications & Information
12. Construction Directives
13. Construction Change Orders

1.02 RELATED WORK IN OTHER SECTIONS:

- A. Additional requirements related to Project Coordination may be found in the following:
1. Instructions to Bidders
  2. OUS General Conditions
  3. Other Sections of these specifications.

**PART 2 – PRODUCTS**

NOT USED

**PART 1 – EXECUTION**

1.01 PRE-CONSTRUCTION CONFERENCE

- A. A pre-construction conference shall predate the Work and shall include but not be limited to the following agenda:
  - 1. Contract management and communication requirements
  - 2. Emergency phone numbers
  - 2. Record maintenance requirements
  - 3. Work schedule
  - 4. Schedule of values
  - 5. Submittal schedule
  - 6. Early purchase, long lead items and owner procurements
  - 7. Multiple contract coordination
  - 8. Maintenance of access and use of the premises
  - 9. Traffic control, parking and contractor's use of the job site
  - 10. Hazardous materials
  - 11. Job site safety
  - 12. Job site inspection & observation requirements
  - 13. Review of contract documents
  - 14. Progress meetings
  - 15. other subjects of interest desired by the Contractor, Owner's Authorized Representative(s), Manufacturer's Representatives, and other participants.
  
- B. Refer to Division 1, Section 01300 for submittals required prior to the pre-construction conference.
  
- C. Coordinate all operations with the Owner's Authorized Representative during the construction period.
  
- D. Submit to the Owner's Authorized Representative for approval, a schedule of Values for the Work to be performed; schedule of values shall include project and building name, when the Work is to begin, and estimated duration of the Work. The Schedule of Values is to be provided to the Owner's Authorized Representative in accordance with OUS Supplemental General Condition SG-3.
  
- E. Submit to the Owner's Authorized Representative for approval, a schedule for the Work to be performed; schedule shall include project and building name, when the Work is to

begin, and estimated duration of the Work. The Schedule is to be provided to the Owner's Authorized Representative in accordance with OUS Supplemental General Condition SG-5. The schedule shall be specific as to which portion of the Work is taking place on a particular day.

- F. Prior to start of any work, Contractor shall provide at the pre-construction meeting an emergency responsible person/contact list on a 24-hour, "7 day a week" basis for any emergency issue that may arise in connection with this project. Contractor must reissue the list any time the responsible person(s) changes. Issue to Owner's Authorized Representative. See Project Information Sheet provided herein.
- G. Parking will not be provided on the premises. See Section 01500 Temporary Facilities.
- H. Schedule elevator usage with the Owner's Representative a minimum of 72 hours in advance so as not to inconvenience the public.

1.02 IDENTIFICATION OF OWNER'S AUTHORIZED REPRESENTATIVE

- A. The Owner's Project Manager and the Owner's Field Construction Manager (Jointly the Owner's Authorized Representative or his designee) will be appointed by the Owner and identified at the Pre-construction meeting. The Owner's Authorized Representative will provide coordination during construction and on-site observation. See Project Information Sheet provided herein.

1.03 RESERVED

1.04 LISTING OF SUB-CONTRACTORS

- A. Provide to the Owner's Authorized Representative at the pre-construction conference three (3) copies of list of sub-contractors anticipated to perform work on the project. Provide on the list of sub-contractor's: subcontractor's name, contact person, mailing address and telephone number. Substitution shall be permitted only with the approval of the Owner's Authorized Representative.

1.05 CONTRACTOR EMERGENCY CONTACT INFORMATION

- A. Provide to the Owner's Authorized Representative at the pre-construction conference Contractor Emergency Contact telephone numbers. See Project Information Sheet provided herein.

1.06 SAFETY AND EMERGENCY PROCEDURES

- A. The Contractor shall be responsible for maintaining a safe job site at all time, until the Owner takes possession. The Contractor shall comply with all safety regulations, and for enforcing compliance with all safety regulations and procedures by all workers, sub-contractors and visitors on the site.

- B. Refer to Division 1, Section 01500 for minimal temporary facilities required for job site safety. The Contractor shall provide procedures and additional temporary facilities as required.
- C. The Contractor shall maintain indoor air quality and noise control standards specified in Division 1, Section 01734.
- D. The Contractor shall complete and submit the Owner’s Authorized Representative, at the pre-construction conference the “Construction Project Safety Form” provided herein.

1.07 UNFORESEEN HAZARDOUS MATERIAL

- A. Asbestos: The Owner has exercised due diligence in the identification and removal of asbestos containing materials from the work area. Prior to each phase of construction the Contractor shall confirm the non-existence of asbestos containing materials in the work area prior to proceeding. If the Contractor identifies materials suspected of containing asbestos, he shall immediately stop work in that area of the job site and proceed in accordance with Division 1, Section 01732, Item 3.01(F).
- B. Lead Paint: The Owner has exercised due diligence in the identification and removal of lead paint from the work area. Prior to each phase of construction the Contractor shall confirm the non-existence of materials coated with lead based paint in the work area prior to proceeding, as required in accordance with OSHA Directive CPL 2-2.58. If lead based paint materials are suspected, the contractor shall immediately notify the Owner’s Authorized Representative and proceed in accordance with OSHA Standards and Directives. If required an adjustment in the Contract Sum and Contract Time will be made through Execution of a Contract Change Order in Accordance with OUS General Conditions for Public Improvement Contracts Section D.1.3(c).

1.08 PERMITS & FEES

- A. **Portland State University is enrolled in the city of Portland’s Facilities Permit Program. See OUS Standard General Conditions and Supplementary General Conditions.**
- B. The Owner shall provide Building, Electrical, Mechanical and Plumbing permits for buildings in accordance with OUS Supplemental Condition SG-2. If the Contractor needs to block a portion of the right-of-way, the Contractor must secure the proper permits from the City of Portland and shall give all requisite notices to public authorities. The Contractor shall be responsible for all violations of the law for any cause in connection with the Work or caused by obstructing streets or sidewalks.
- C. The Contractor shall provide proper notice to all governing jurisdictions including but not limited to the Oregon Department of Environmental Quality prior to beginning work.
- D. Contractor shall pay for and document Oregon Bureau of Labor and Industries fees as

required by Bureau of Labor & Industry.

1.09 KEY REQUESTS

- A. Keys will be provided to the Contractor as required for access to buildings and work areas. There is a deposit of \$100.00 required for each key given to the Contractor. Contractor shall fill out Contractor's key request form and deliver for approval to Project Manager a minimum of 48 hours in advance. This deposit will be refunded upon return of the key(s.) Keys will not be provided to sub-contractors, nor will Facilities open locked doors for Contractor's employees or sub-contractors. Contractor shall provide and coordinate all such requirements.

1.10 PROGRESS MEETINGS

- A. The contractor shall schedule for the contractor's Project Manager and Field Superintendent to attend weekly Progress Meetings with the Owner's Authorized Representative. The contractor shall coordinate and assure the attendance of sub-contractors as required by the agenda and the Owner's Authorized Representative.
- B. Weekly Progress Meetings shall be held on days and times to be determined, following the pre-construction conference and continuing through substantial completion and until final completion. The Owner's Authorized Representative may require additional on-site 'tail-gate' meetings as necessary to resolve construction related issues and facilitate continued progress.
- C. Progress meetings shall be held at:
  - PSU, Office of Facilities
  - 202 University Services Building
  - 617 SW Montgomery
- D. The progress meeting minutes serve as the official communication between all parties involved in the Project. The Contractor shall:
  - 1. Prepare agendas.
  - 2. Record minutes and include decisions.
  - 3. Record attendance
  - 4. Distribute minutes to attendees within three (3) calendar days after meetings.
- E. Minimum agenda shall include:
  - 1. Review and approve minutes of previous meetings.
  - 2. Review work progress and work schedule since previous meeting.
  - 3. Discuss field observations, problems, clarifications and information required.
  - 4. Review delivery schedules, identify problems that could impede planned progress.
  - 5. Review proposed changes in construction or procedures.



6. Delivery and discussion of submittals.
7. Submittal of progress payment requests for review.
8. Other items as may be required.

#### 1.11 REQUESTS FOR CLARIFICATIONS AND INFORMATION

- A. Throughout the course of work, the Contractor may require clarifications or additional information from the Owner's Authorized Representative. This information may include but not be limited to the following:
1. Clarifications whether specific work is within the scope of an item of work and no Contract adjustment is anticipated.
  2. Clarifications or interpretations of information or directions provided in the Contract Documents, for which no Contract adjustment is anticipated.
  3. Clarifications or directions as a result of unforeseen conditions, which may or may not result in adjustments to the Contract Sum or days allowed for contract completion.
  4. Additional details or information needed for construction, which were not originally included in the contract documents, which may or may not result in adjustments to the Contract Sum or days allowed for contract completion.
- B. The contractor's field superintendent shall be the principle generator of requests for clarification and information (RFI's) as a result of field operations and conditions.
- C. Three copies of requests for clarifications and information (RFI) shall be typed and submitted in accordance with the communication process described in Section 01300.
- D. All RFI's shall be sequentially numbered and include the following information:
1. Project item information as specified in Section 01300, Item 1.05.
  2. Reason for request, and clarification and information requested.
  3. Work impacted by request for clarification or information.
  4. Drawings or sketches as necessary.
  5. Contractors recommendations as appropriate.
  6. Signature and date by contractor's authorized representative.
- E. If the contractor anticipates that a change in the scope of work may be necessary in conjunction with a request for clarification or information, he may submit with the request a proposal to perform additional work as a Contract Change Order as specified herein. No changes in work shall commence without an approved RFI response, Construction Directive or Executed Contract Change Order.
- F. All RFI Responses will be with the approval of the Owner's Authorized Representative.
- G. Response time to process RFI's shall be seven (7) calendar days from the date received, to allow reasonable time for researching the question and preparing a response. If, due to unavoidable circumstances, information is needed immediately, coordinate with the Owner's Authorized Representative who will attempt to expedite a response by FAX or

e-mail. When responses are expedited, an RFI must still be submitted as a confirmation of the communication prior to submitting for progress payment for the related work.

- H. A log and copies of all RFI's shall be maintained in the jobsite office, for review or reference by the Contractor and Owner's Authorized Representative.

#### 1.12 CONSTRUCTION DIRECTIVES

- A. Construction Directives may be initiated by the Owner's Authorized Representative and provides interpretations of the contract documents or orders minor changes in the work, which may require changes in the Contract Sum or Contract Time, which would be subsequently executed through a Construction Change Order. Interpretation of the Contract documents shall be in accordance with OUS General conditions for Public Improvement Contracts Section A.3, and as amended by the OUS Supplemental General Conditions. Construction Directives are not Construction Change Orders. If the Contractor believes the work described in a Construction Directive requires a change in Contract Sum or Contract Time, he shall submit a proposal to perform additional work as a Construction Change Order as specified herein. Do not proceed with Construction Order work until a proposal for Change Order work has been submitted and directed to proceed by the Owner's Authorized Representative. Proceeding without authorization waives the Contractor's claim for additional Contract Sum or Contract Time.
- B. Construction Directives shall be executed using the attached Construction Directive form.

#### 1.13 CONSTRUCTION CHANGE ORDERS

- A. Contract Bid award is based on the Base Bid. Additional work may be authorized by amending the Contract based upon Unit Prices provided in the Bid Form, the Contractor's Schedule of Values, or other Contractor Proposals approved by the Owner's Authorized Representative, and in accordance with Section D of the OUS General Conditions for Public Improvement Contracts.
- B. A Construction Change Order is a written order issued after the execution of a contract, which authorizes and directs a change in scope of work and an adjustment in the Contract Sum, Contract Time or both. Change Orders will be processed using AIA Document 701, and is not complete until all signatures have been obtained and a signed copy is received by the Contractor.
- C. A Contract Change Order request can be initiated by the Owner's Authorized Representative through a proposal request to the Contractor, or by the Contractor through submittal of a proposal request in conjunction with a RFI response or Construction Directive.
- D. The Contractor's proposal for Contract Change Order Work shall include the following:
  - 1. Project item information as specified in Section 01305, Item 1.05.
  - 2. Reason for request
  - 3. Itemized statement of required materials and equipment, including adjustments to

- adjacent and dependent work.
  - 4. Itemized statement of required labor, including adjustments to adjacent and dependent work.
  - 5. Total Contract Sum adjustment required for the Change in Work.
  - 6. Total Contract Time adjustment required for the Change in Work.
  - 7. Additional Documentation as required to support the request.
  - 8. Signature and date by contractor's authorized representative.
- E. Construction Change Order work shall be reviewed by the Owner's Authorized Representative and executed in accordance with OUS General conditions for Public Improvement Contracts Section D, and as amended herein.
- F. If a fair and reasonable Contract Change Order adjustment cannot be agreed upon, the Owner's Authorized Representative may in writing direct the Contractor to proceed with the Change in Work on a 'Time and Materials' basis in accordance with OUS General Conditions for Public Improvement Contracts.

END OF SECTION

PORTLAND STATE UNIVERSITY  
OFFICE OF FACILITIES  
PROJECT INFORMATION

**Project Name:** \_\_\_\_\_ **Project No:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_ **Work Start Date:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Project Site Construction Manager:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Design Consultant:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

**E-Mail:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Bid Opening Date:** \_\_\_\_\_ **Contract Bid Price:** \_\_\_\_\_

**Contract Execution Date:** \_\_\_\_\_ **Pre-Const. Meeting:** \_\_\_\_\_

**Notice to Proceed Date:** \_\_\_\_\_ **Contract Calendar Days:** \_\_\_\_\_

**Final Contract Completion Date:** \_\_\_\_\_ **Liquidated Damages:** NA

**Contractor Name:** \_\_\_\_\_ **Office Phone:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Pager:** \_\_\_\_\_

**Contractor Office Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ **Office FAX:** \_\_\_\_\_

**On Site Construction Office Address:** \_\_\_\_\_ **Site Phone:** \_\_\_\_\_

**Site E-Mail:** \_\_\_\_\_ **Site FAX:** \_\_\_\_\_

**Site Superintendent:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Pager:** \_\_\_\_\_

**Contractor's Emergency & Weekend Phone:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

PORTLAND STATE UNIVERSITY  
OFFICE OF FACILITIES

CONSTRUCTION PROJECT SAFETY FORM INSTRUCTIONS

The purpose of the Construction Project Safety Form is to allow contractors to plan the construction or remodeling project in such a way as to prevent injuries and protect the environment. **This form will need to be filled out by the Contractor and provided to the Owner's Authorized Representative at the preconstruction conference.**

**The information provided on the form will be reviewed at the preconstruction conference.**

All projects must be planned with safety consideration for people who will be in contact with the area; in particular, sight, hearing, or mobility impaired people who are not covered under OSHA regulations but are covered under general liability issues.

PSU requires that all contractors and subcontractors come to the job trained in all Occupational Safety and Health ACT (OSHA) Standards applicable to their work process. This information is outlined in the OR-OSHA document "Occupational Hazards Common to Construction & Remodeling Activities." This document can be obtained free of charge by contacting the OR-OSHA Resource Center at 1-800-922-2689 or on-line at [www.OTOSHA.org](http://www.OTOSHA.org).

All construction and remodeling activities regardless of size and/or scope must be fenced, barricaded, or otherwise protected (isolated) to restrict entrance and to ensure the safety of those in the general area. **All building materials and equipment need to be placed within the isolation enclosure.** Any open trenches outside the isolated space will need to be fenced or covered with approved cover (contact the Owner's Authorized Representative for specifics).

REQUIRED PROJECT ISOLATION AND BARRICADING OPEN TRENCHES FOR OUTSIDE CONSTRUCTION SITES

Construction projects that involve building a facility, any exterior remodel, any excavation, or demolition, at a minimum, will install the following perimeter isolation:

*A six foot chain-link fence, with controlled access points, extending in all directions around the excavation or building site such that no area of the construction is accessible to pedestrians or unauthorized personnel or vehicles. Note: At the University's option, other barricading plans may be accepted. These may apply to projects such as road resurfacing, parking lot striping, exterior building water proofing, etc. Typical temporary construction fencing shall be covered with opaque material to prevent seeing inside the fencing. Construction fencing shall be placed on the interior side of the opaque material.*  
*Also see Section 01600 (Contractor Staging)*

Indoor projects which will create dust (cutting sheetrock, sanding, sawing etc.) are subject to the following:

1. Areas where existing doors can provide isolation will be labeled "Construction Area Authorized

Personnel Only.”

2. All other areas will be isolated by a solid barrier. The minimum barrier allowed is 4 mil poly sheeting.

Any excavation across or adjacent to sidewalks or pathways which must be left open overnight, must be identified with working, blinking, construction lights in addition to being covered.

**The contractor will provide all trench covering and fencing material, PSU will not provide any materials.**

PORTLAND STATE UNIVERSITY  
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CONSTRUCTION PROJECT SAFETY FORM

Complete and deliver with the Project Information sheet to the Owner's Authorized Representative at the Pre-Construction Conference.

Meeting Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Project: \_\_\_\_\_ Job #: \_\_\_\_\_

Contractor: \_\_\_\_\_ Start: \_\_\_\_\_ Completion: \_\_\_\_\_

Contractor Foreman: \_\_\_\_\_

PSU Project Mgr: \_\_\_\_\_

Emergency Fire/Medical.Security #: 911Non-Emergency Campus Safety (503) 725-4407

Confined Space to be accessed? Y or N Location: \_\_\_\_\_

If yes, review confined space program with PSU Project Manager

Welding or hot work to be done? Y or N If yes, describe extinguisher, and fire watch, plan:

\_\_\_\_\_

MSDS copies to be on the job site and copies available to PSU Project Manager.

Lead paint involved? Y or N Contact PSU Health and Safety Supervisor (503) 725-8458

Describe hazard mitigation plan: \_\_\_\_\_

\_\_\_\_\_

Asbestos involved? Y or N If yes, Contact PSU Health and Safety Supervisor (503) 725-8458

Hazard Waste Plan developed? Y or N Containers: \_\_\_\_\_

\_\_\_\_\_ Storage Loc: \_\_\_\_\_

\_\_\_\_\_

In the event of suspected hazardous materials or spill contact PSU Health and Safety Supervisor (503) 725-8458or Cell # (503) 888-0189.

Describe hazmat spill plan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will there be any open trenches or holes? Y or N Describe plan to barricade: \_\_\_\_\_

\_\_\_\_\_

Internal combustion engines? Y or N If yes, is CO monitoring required? Y N

Other air contaminates? Y or N If yes, describe: \_\_\_\_\_

Building air intake & return air locations: \_\_\_\_\_

(No chemical compounds to be used near functioning intake or return air locations.)

Material deliver or parking creating hazard? Y or N If yes, describe minimization plan: \_\_\_\_\_

\_\_\_\_\_

No vehicle is allowed to park on sidewalk entrances/exits to steam tunnel (metal hatch cover).

Dust created? Y or N If yes, describe control plan: \_\_\_\_\_

\_\_\_\_\_

Noise sources? List: \_\_\_\_\_

Describe noise control methods: \_\_\_\_\_

Crane to be used? Y or N If yes, describe plan: \_\_\_\_\_

\_\_\_\_\_

(Loads will not be moved over or suspended above pedestrian occupied areas)

Exterior chute to be used? Y or N If yes describe plan: \_\_\_\_\_

\_\_\_\_\_

Construction area to be fenced? Y or N Type & location: \_\_\_\_\_

\_\_\_\_\_

Fence to be locked? Y or N Job Trailer on site? Y or N To be locked? Y or N All contractor lock keys to Security Services dispatch and PSU Project Manager

Building exitways to be blocked or restricted at any time? Y or N If yes, describe ADA alternate routes and overall egress plan: \_\_\_\_\_

\_\_\_\_\_

Will project create interior hazards to building occupants? Y or N If yes, describe hazards and minimization plan: \_\_\_\_\_

\_\_\_\_\_



Lock changes planned? Y or N If yes, describe location and responsible party: \_\_\_\_\_

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PORTLAND STATE UNIVERSITY  
OFFICE OF FACILITIES  
REQUEST FOR INFORMATION

Project: \_\_\_\_\_ RFI No.: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date submitted: \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Date info req'd: \_\_\_\_\_

Supplier: \_\_\_\_\_

Provide all information required by Specification Division I Section 01040. Attach additional sheets as required.

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Request:

Contractor

Date

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Response:

PORTLAND STATE UNIVERSITY  
OFFICE OF FACILITIES  
CONSTRUCTION DIRECTIVE

Project: \_\_\_\_\_ Directive No.: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date submitted: \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Date info req'd: \_\_\_\_\_

Supplier: \_\_\_\_\_

You are hereby directed to execute promptly this Directive which interprets the Contract Documents or orders minor changes in the work. If you consider that a change in Contract Sum or Contract Time is required, submit an itemized change order proposal as required by Specification Division I Section 01040. If your proposal is in order, this Directive will be superseded by a Change Order.



Description:

**SECTION 01045  
CUTTING AND PATCHING**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. Work of this Section includes administrative and procedural requirements for cutting and patching.

1.02 RELATED WORK IN OTHER SECTIONS

- A. Additional information regarding cutting and patching requirements may be found in the follows:
  - 1. OUS General Conditions
  - 2. Other Sections of these specifications.
  - 3. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

1.03 QUALITY ASSURANCE:

- A. The Contractor shall perform all cutting and patching in conformance with OUS General Conditions for Public Improvements Section F.3 and as specified herein.
- B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio. The Owner's Authorized Representative shall pre-approve all field modifications.
- C. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operation life or safety.
- D. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Owner's Authorized Representative's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. The contractor shall remove and replace construction cut and patched in a visually unsatisfactory manner at no expense to the owner.

**PART 2- PRODUCTS**

2.1 GENERAL REQUIREMENTS:

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

**PART 3- EXECUTION**

3.1 INSPECTION:

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

3.2 PREPARATION:

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE:

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting:
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
  - 2. Cut existing construction using methods least likely to damage elements retained or adjoining construction.
  - 3. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces.

- Temporarily cover openings when not in use.
4. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  5. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
  6. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
  7. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter.

C. Patching:

1. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
2. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
3. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
4. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance.
5. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
6. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

D. Cleaning:

1. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION

**SECTION 01300**  
**SUBMITTALS**

**PART 1 – GENERAL**

1.02 DESCRIPTION:

A. The requirements specified in this Section relate to Submittal materials, Requests for Information and Requests for Clarification by all Contractors, Sub-contractors and Suppliers performing Work under these Contract Documents and includes:

1. Submittal Procedures
2. Submittals Schedule
3. Proposed Products List
4. Shop Drawings
5. Product Data
6. Samples
7. Manufacturer's Instructions
8. Manufacturer's Operations & Maintenance Manuals
9. Manufacturer's Certificates

1.02 RELATED WORK IN OTHER SECTIONS:

A. Additional submittal requirements may be provided as follows:

1. Instructions to Bidders
2. OUS General Conditions
3. Supplemental General Conditions
4. Other Sections of these specifications.

1.03 All Submittals, Shop Drawings, Product Data and Samples shall be in accordance with OUS General Conditions for Public Improvement Contracts Section B.18 as amended by the Supplemental General Conditions and as specified herein.

1.04 Transmit six (6) copies of each submittal with sequentially numbered forms. Provide two (2) additional copies when submittal involves mechanical or electrical review. Re-submittals shall have original number and alphabetic prefix.

1.05 Identify Project, Contractor, Subcontractor and supplier; pertinent drawing sheet and detail number(s), and specification numbers, as appropriate.

1.06 Review of the submittals by the Owner's Authorized Representative shall not relieve the Contractor of its obligations as specified in OUS General Conditions for Public Improvement

Contracts Section B.18.

- 1.07 The General Contractor shall sign certifying that review, verification of products required, field dimensions, adjacent construction work and coordination of information, is in accordance with the work of the Contract Documents.
- 1.08 Provide space for review approval by the Owner's Authorized Representative, as specified herein.
- 1.09 Schedule submittals to expedite Project; deliver to Owner's Authorized Representative as directed herein and coordinate submission of related items.

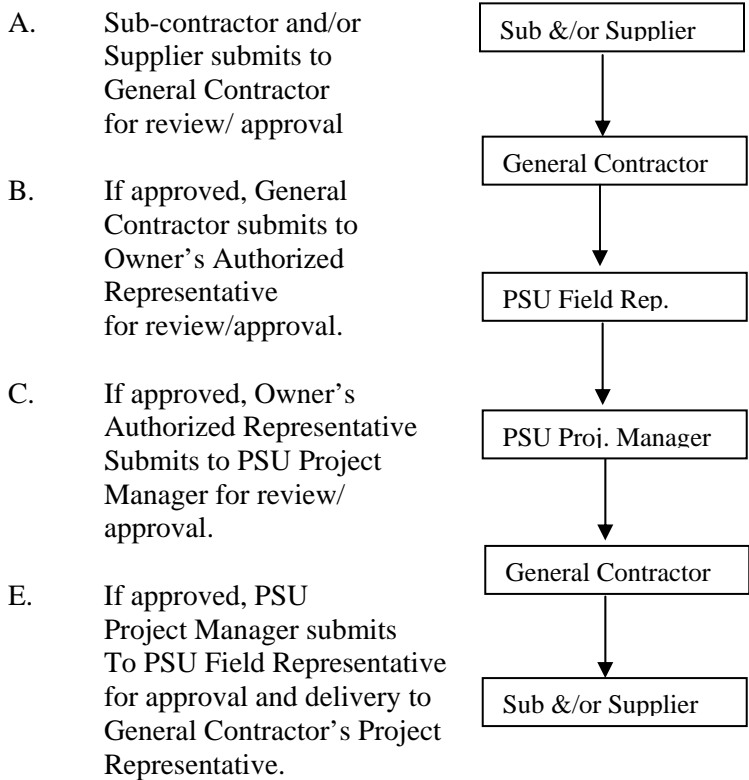
**PART 2 – SUBSEQUENT TO THE AWARD OF THE CONTRACT**

- 2.01 Seventy-two (72) hours prior to the pre-construction conference and in all cases prior to the commencement of work, the Contractor shall submit the following to the Owner's Authorized Representative:
  - A. Certificate of Insurance as required.
  - B. Signed Public Improvement Agreement.
  - C. Five (5) original copies of Performance & Payment Bonds.
  - D. Schedule of Values.
  - E. Project Construction Schedule.
  - F. Submittal List and Schedule of Submittals, identifying long lead items.
  - G. Contractor Emergency Contact Information.
- 2.02 Prepare Schedule of Submittals in chronological order by date of required submittal approval. Indicate the following:
  - A. Category of submittal.
  - B. Name of sub-contractor or supplier.
  - C. Generic Description of Work covered.
  - D. Related Specification Section Number.
  - E. Activity or event number on the project construction schedule.
  - F. Proposed submittal date for first submittal.
  - G. Date material required for installation.
  - H. Re-submittal dates and final release or approval by Owner's Authorized Representative.



**PART 3 – DURING CONSTRUCTION**

3.01 The general Submittal Review Procedure is illustrated in the following diagram.



3.02 Allow fourteen (14) calendar days for submittal review by Owner’s Authorized Representative. Allow (3) additional calendar days for mechanical and electrical reviews. The General Contractor shall be responsible for timely the submittal of materials approvals in order to satisfy required delivery dates and maintain the construction schedule.

3.03 ACTION BY OWNER’S REPRESENTATIVE

- A. All unacceptable or rejected submittals shall be immediately corrected and resubmitted for review.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.

3.04 The Owner’s Representative may request additional information during the course of the project to monitor material and equipment deliveries as well as coordinate work and materials by others. The General Contractor may be required to submit and periodically update a Material Delivery Summary indicating material order dates, purchase order numbers, expected delivery dates and actual delivery dates.

## 3.05 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents as the basis of Shop Drawings.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
  - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **30 by 42 inches**.
  - 7. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Subsequent to Substantial Completion and prior to Final Pay Request, Submit five (5) copies of As Built documentation of all shop drawings to the Owner's Authorized Representative for inclusion in Project Record Documents. See OUS General Conditions for Public Improvement Contracts Section K and Division 1 Section 01780 for Project Closeout requirements.

## 3.06 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Notation of dimensions verified by field measurement.
    - e. Notation of coordination requirements.
  - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Submittals: Submit 6 copies of each required submittal; submit 2 additional copies where review is required. Up to four copies will be retained by Owner, the remaining copies will be returned marked with action taken and corrections or modifications required.
4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
  - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
  - b. Do not permit use of unmarked copies of Product Data in connection with construction.

### 3.07 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Owner's Authorized Representative sample. Include the following:
    - a. Specification Section number and reference.
    - b. Product name or name of the manufacturer.
    - c. Compliance with recognized standards.
  2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
    - b. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
  3. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three sets. The Owner's Authorized Representative will return two sets marked with the action taken.
  4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- c. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work.

3.08 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

3.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, start-up, testing, adjusting and finishing.
- B. Submit any conflicts between the manufacturer's instructions and the Contract Documents for clarification by the Owner's Authorized Representative.

3.10 MANUFACTURER'S CERTIFICATE

- A. When specified in individual Specification Sections, submit manufacturer's certificate for review, in quantities specified.
- B. Indicate material or product conforms to or exceeds specific requirements. Submit supporting reference data, affidavits, and certificates as appropriate.
- C. Certificates may be recent or previous test results on materials or products, but must be acceptable to the Owner's Authorized Representative.

**- PRODUCTS (Not Applicable)**

**- EXECUTION (Not Applicable)**

END OF SECTION

**SECTION 01400**  
**QUALITY REQUIREMENTS**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. The requirements specified in this Section relate to general quality control of the Project and supplement the quality control requirements specified in the OUS General Conditions for Public Improvement Contracts and other Sections of these Specifications. The requirements of this Section relate to all work performed by all Contractors and Sub-contractors performing work under these Contract Documents and include:

- 1. References and standards.
- 2. Quality assurance submittals.
- 3. Mock-ups.
- 4. Control of installation.
- 5. Tolerances.
- 6. Testing and inspection services.
- 7. Manufacturers' field services.

1.02 RELATED SECTIONS

- A. Additional requirements related to Quality Requirements may be provided as follows:

- 1. OUS General Conditions
- 2. Other Sections of the specifications.

1.03 REFERENCES

- A. ASTM C 1021 -Standard Practice for Laboratories Engaged in Testing of Building Sealants; 1997.
- B. ASTM C 1077 -Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2000.
- C. ASTM C 1093 -Standard Practice for Accreditation of Testing Agencies for Unit Masonry; 1995.
- D. ASTM D 3740 -Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 1999c.

- E. ASTM E 329 -Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction; 2000b.
- F. ASTM E 543 – Standard Practice for Agencies Performing Nondestructive Testing; 1999.
- G. ASTM E 548 – Standard Guide for General Criteria used for Evaluating Laboratory Competence; 1994.

1.04 SUBMITTALS

- A. Testing Agency Qualifications:
  - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Design Data: Submit for Owner’s Authorized Representative knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Test Reports: After each test/inspection, promptly submit two copies of the report to the Contractor and additional copies to the Owner’s Authorized Representative for processing through the procedure specified in Section 01305. All test reports shall include the following information:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and specifications section.
  - 6. Location In the Project.
  - 7. Type of test/inspection.
  - 8. Date of test/inspection.
  - 9. Results of test/inspection.
  - 10. Conformance with Contract Documents.
  - 11. When requested by Owner’s Authorized Representative, provide interpretation of results.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to the Owner’s Authorized Representative, in accordance with the procedure specified in Section 01305. All certificates shall include the following information:
  - 1. Indicate material or product conforms to or exceeds specified requirements.

Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or product, but must be acceptable to the Owner.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for review by Owner's Authorized Representative.
1. Submit report in duplicate within 30 days of observation to Owner's Authorized Representative for information.
  2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for review and approval by Owner's Authorized Representative, in accordance with the procedure specified in Section 01305.
1. Submit information for the limited purpose of assessing quality control, and conformance with the design concept and contract documents.

#### 1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Owner's Authorized Representative before proceeding.

#### 1.06 TESTING AND INSPECTION AGENCIES



- A. Unless otherwise directed in writing by the Owner's Authorized Representative, the Contractor shall make arrangements for all required testing and inspections in accordance with OUS General Conditions for Public Improvement Contracts Section B.7.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Employed Agency shall comply with the following criteria:
  - 1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 548, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.
  - 2. Inspection agency: Comply with requirements of ASTM 03740, ASTM E329, and ASTM E548.
  - 3. Laboratory: Authorized to operate in State in which Project is located.
  - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  - 5. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

PART 2- PRODUCTS

**NOT USED**

PART 3- EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Authorized Representative before proceeding.

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

### 3.02 MOCK-UPS

- A. When required by other Sections of these specifications or the Owner's Authorized Representative provide mock-ups for review of conformance with quality, performance and design intent.
- B. Review of mock-ups will be performed under provisions identified in this section and identified in the respective product specification sections.
- C. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- D. Accepted mock-ups shall be a comparison standard for the remaining Work.
- E. Where mock-up has been accepted by Owner's Authorized Representative and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

### 3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Authorized Representative before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### 3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Test samples of mixes submitted by Contractor.

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

### 3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Owner's Authorized Representative 30 days in advance of required observations.
  - 1. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Immediately replace Work or portions of the Work not conforming to the Contract Documents at no additional cost to the Owner.

END OF SECTION

**SECTION 01500**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 – GENERAL**

1.03 DESCRIPTION:

A. The requirements specified in this Section relate to Temporary Facilities, Controls, Utilities and procedures required by all Sub-contractors through the General Contractor performing work under these Contract Documents and includes:

1. General Requirements for Temporary Facilities and Controls.
2. Temporary Utilities.
3. Temporary Electricity.
4. Temporary Lighting.
5. Temporary Heat.
6. Temporary Ventilation.
7. Temporary Telephone and Fax.
8. Temporary Water Service.
9. Temporary Sanitary Facilities.
10. Temporary Fire Protection and Detection.
11. Temporary Construction.
12. Temporary Controls.
13. Tree and Plant Protection.
14. Security.
15. Traffic Regulation and Parking.
16. Project Identification.
17. Field Office.
18. Progress Cleaning
19. Removal of Utilities, Facilities and Controls

1.02 RELATED WORK IN OTHER SECTIONS:

A. Additional requirements related Temporary Facilities and Controls may be provided as follows:

1. OUS General Conditions
2. Supplemental General Conditions

3. Other Sections of these specifications.

1.03 GENERAL TEMPORARY FACILITIES AND CONTROL REQUIREMENTS

- A. This section specifies requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, temporary controls, traffic regulations, project security and protection.
- B. Cost or usage charges for temporary services or facilities are NOT chargeable to Owner, and will NOT be considered as basis for claim for change orders.
- C. Temporary utility services required for use at the Project Site include but are not limited to the following:
  1. Water service and distribution.
  2. Temporary electric power and lighting.
  3. Telephone, Fax and e-mail service.
- D. Temporary construction and support facilities required for Project include but are not limited to the following:
  1. Temporary heat.
  2. Temporary ventilation.
  3. Sanitary facilities.
  4. Waste disposal service.
  5. Construction aids and miscellaneous general services and facilities.
  6. Temporary enclosures.
  7. Project identification, bulletin boards and signs.
  8. Field office.
  9. Parking
- E. Security and protection facilities and services required for Project include but are not limited to the following:
  1. Temporary fire protection.
  2. Barricades, warning signs and lights.
  3. Environmental protection.
- F. Comply with requirements of local laws and regulations as well as Owner's requirements governing construction, and local industry standards, in installation and maintenance of temporary services and facilities, including but not limited to the following:
  1. Building codes, including local requirements for permits, testing and inspection.
  2. Health and safety regulations.
  3. Utility company regulations and recommendations for temporary services.

4. Police and Fire Department rules and recommendations.
  5. Environmental Protection Agency regulations and requirements.
  6. Hazardous Materials Safety Regulations.
- G. Comply with requirements of NFPA Code 241, "Standards for Safeguarding Building Construction and Demolition Operations" and ANSI -A 10 Series standards for "safety Requirements for Construction and Demolition" and AGC/ASA/ASC Joint Guideline #5, "Temporary Job Utility and Services". Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services" as prepared jointly by AGC and ASC for industry recommendations
- H. Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
- I. During progress of Work, submit copies of reports and permits required by governing authorities, or necessary for installation and efficient operation of temporary services and facilities.
- J. Provide each temporary service and facility ready for use at each location when service or facility is first needed to avoid delay in performance of Work. Maintain or expand as required and modify temporary services and facilities as needed throughout progress of Work. Do not remove until services or facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.
- K. Operate temporary services and facilities in safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with progress of Work. Should services of independent engineer be required to survey existing or temporary utilities, it shall be at no cost to Owner. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist at the Site.
- L. Do not permit disruption of existing services, freezing of pipes, flooding or contamination of water sources.
- M. Maintain temporary facilities in such manner as to prevent discomfort to users. Take necessary fire protection measures. Maintain temporary support facilities in sanitary manner so as to avoid health problems and other deleterious effects.
- N. Maintain Site security and protection measures in safe, lawful and publicly acceptable manner. Take necessary measures to prevent site erosion, as applicable. At no time is Site to be without protective fence enclosure(s), as required to protect general public.

1.04 TEMPORARY UTILITIES

- A. Coordinate with the Owner's Authorized Representative and make connections to existing services to provide temporary services to the Project. Connections to the service shall be the responsibility of the Contractor.
- B. Coordinate with the Owner's Authorized Representative for acceptable time for service interruptions, where necessary to make connections for temporary services.
- C. Do not interrupt any utility service. Seventy-two (72) hours prior request and approval from the Owner's Authorized Representative is required to enable the Owner to shut down any utility required for the work. Contractor's employees shall **not** shut down utilities.

1.05 TEMPORARY WATER SERVICE

- A. Provide temporary water service and distribution piping of sizes and pressures adequate for construction purposes throughout the construction period and until permanent service is in use, including but not limited to following uses:
  - 1. Construction processes.
  - 2. Fire protection, as appropriate.
  - 3. Drinking water.
  - 4. Cleaning.
- B. Where water use is authorized by Owner's Authorized Representative, connect to Owner's metered source, usage will be paid by Owner. Contractor shall exercise water conservation measures, provide hoses with threaded connection and provide temporary pipe insulation to prevent freezing. Owner's Authorized Representative reserves the right to require the Contract to furnish and install a temporary flow meter during construction and pay for water use, if contractor does not exercise satisfactory water conservation measures.

1.06 TEMPORARY ELECTRICITY

- A. Provide weather proof, grounded temporary electric power service and distribution system of sufficient size, capacity and power characteristics to accommodate performance of Work during construction period.
- B. Install service and grounding in compliance with National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear.
- C. Provide metal conduit, tubing or armored cable for protection of temporary power wiring



where exposed to possible damage during construction operations.

- D. Temporary service electrical wiring will be limited to 110-120 volt, 20-amp rating, and wiring of lighting circuits may be non-metallic sheathed cable in areas where located overhead and exposed for surveillance, where permitted by code. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide metal enclosures or boxes for wiring devices.
- E. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that 100-foot extension cord can reach each area of Work. Provide separate 110 120 volt, 20 amp circuit for each 4-gang outlet (4 outlets per circuit).

#### 1.07 TEMPORARY LIGHTING

- A. Wherever overhead floor or roof deck has been completed, install temporary lighting adequate to provide sufficient illumination for safe Work and traffic conditions in every area of Work. Take precautions to limit glare or direct illumination into areas occupied after dark.
- B. Provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watt/sq. ft.
- C. Provide and maintain 1 watt/sq. ft. lighting to staging and storage areas during periods of non-construction after dark for security purposes.
- D. Provide and maintain 0.25 watt/sq. ft. lighting to interior work areas during periods of non-construction after dark for security purposes.
- E. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- F. Maintain lighting and provide routine repairs.

#### 1.08 TEMPORARY TELEPHONE, FAX AND E-MAIL

- A. The Owner will provide connection line(s) for temporary telephone, facsimile (FAX) machine and electronic mail service to the job site field office location. Telephone service will be local access limited. Coordinate location and setup with the Owner's Authorized Representative.
- B. The Contractor shall provide temporary on site telephone equipment, facsimile (Fax) machine and electronic mail access system on dedicated lines at field office. See Section 01300, Project Administration for off site emergency contact requirements.

- C. Maintain temporary telephone, facsimile and e-mail service from start of Work through Final Completion.

1.09 TEMPORARY HEAT

- A. Provide and pay for heat devices as required to maintain specified conditions for construction operations.

1.10 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. See Section 01734, Indoor Air Quality for addition temporary ventilation requirements.

1.11 TEMPORARY SANITARY FACILITIES

- A. The Contractor and subcontractors may use Owner designated restroom facilities located on the premises. The Contractor shall be responsible for maintaining the designated restroom facilities in a clean and sanitary condition or the privilege may be revoked. Coordinate restroom use with the Owner's Authorized Representative.
- B. Do not discharge liquid wastes into sewers or drainage facilities, containing excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways. The contractor shall bear the cost of any damages to the sewer system, caused directly or indirectly by his crews or subcontractors.

1.12 WASTE DISPOSAL SERVICE

- A. If existing sewers or drainage facilities cannot be lawfully used for discharge of liquid waste, provide containers to remove and dispose of waste off Site in a lawful manner. See Section 01732, Waste Management
- B. Provide solid waste disposal and recycling facilities for the removal of construction related materials, trash and debris, in accordance with Section 01732. No on-site area is available for a `roll-off` dumpster location. Coordinate with the City of Portland and the Owner's Authorized Representative the `hooding` of parking meters and the use of public right-of-way for rubbish disposal as required.
- C. Do not dispose of hazardous materials in a manner that could allow the materials to enter landfills, waterways or other unapproved facilities. The Contractor shall comply with the hazardous material provisions of OUS General Conditions for Public Improvements Section F, and Division 1 Section 1732.

1.13 CONSTRUCTION AIDS & GENERAL SERVICE FACILITIES

## A. Construction Aids:

1. Design, construct and maintain construction aids and miscellaneous general services facilities as needed to accommodate performance of Work. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:
  - 1) Temporary stairs and ladders.
  - 2) Guardrails and barriers.
  - 3) Walkways.
2. Provide temporary stairs where ladders are not adequate for proper, safe or efficient performance of Work.
3. Install and maintain temporary walkways around work and to field offices, toilets and other similar areas. Construct walkways of gravel or duckboard units.
4. Provide lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Provide for use of all hoisting equipment on the project during "off hours" as required to prevent impeding the project schedule.

## B. Pollution Control:

1. Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on Site by methods which comply with environmental regulations, and that minimize possibility that air, water and subsoil may be contaminated or polluted, or that other undesirable effects may occur from performance of Work.

## A. Noise Control:

1. Contractor shall provide and maintain adequate and effective mufflers, sound barriers and controls for all construction equipment so that noise from this equipment can be controlled to satisfaction of Owner. Coordinate with Owner's Authorized Representative when construction work requires use of air hammers or other objectionable noisy equipment. Comply with all laws and regulations applicable the noise pollution abatement and workplace noise. See Section 01734.
2. Rotohammering, grinding, drilling or other excessively noisy operations shall be coordinated with Owner's Authorized Representative and scheduled to avoid impacting building occupants. Jack hammering shall not be allowed at existing building interiors.

## B. Dust Control:

1. All streets, roads or detours used for hauling materials shall be oil dust treated as required to prevent dust, or continually watered to prevent dust. Dust prevention measures, both indoors and outdoors shall be continuous until Final Acceptance by Owner.
  2. Provide interior dust control measures, such as temporary partitions, taping of air spaces at doors, maintenance of filters and protection of ducts, etc., as required to control dust. Coordinate to prevent accidental activation of particulate-sensing fire detection system as described under requirements for Hot Work Permit.
- A. Erosion and Sediment Control:
1. Follow city approved master erosion control plan, when applicable. Maintain copy on site.

#### 1.14 TEMPORARY ENCLOSURES

- A. Security:
1. The Contractor shall be responsible for any and all protections required during performance of the work, and shall be responsible for any and all damages as specified in OUS General Conditions for Public Improvement Contracts Section G1.1. 2. The Owner will not be responsible for protection of materials or equipment from vandalism or theft. Security is the responsibility of the Contractor.
- B. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism or theft.
- C. Maintain a security program continuously throughout Project, until Owner occupancy or Owner acceptance precludes, need for security program.
- D. Barriers:
1. Comply with recognized standards and code requirements for erection of substantially adequate barriers where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform construction personnel and public of hazard of concern. Provide lighting and flashing signals as required.
  2. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
  3. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
  4. Protect non-owned vehicular traffic, stored materials, site and structures from

damage.

E. Fencing:

1. Where fencing is required, install general enclosure fence with suitable lock for gates. Locate where indicated on Drawings or as required to substantially complete enclosure around Site or staging/construction operations. Install in a manner that will prevent unauthorized persons from easily entering Site. Except when otherwise directed, provide open-mesh, chain-link fencing with posts substantially set in ground, or in moveable concrete blocks.
2. Within five days of Commencement of Work, Contractor shall provide fencing plan for approval by Owner. Plan shall indicate existing fencing to remain, new fencing required and type, location and sequencing of temporary barriers or fencing required for fencing outside primary Site.

F. Protection of Installed Work:

1. Protect installed Work and provide special protection where specified in individual j Specification Sections.
2. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
3. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
4. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

## 1.15 PROJECT IDENTIFICATION

A. Project Identification Signage:

1. Project Identification Signage will be furnished by Owner and installed by Contractor. Coordinate signage placement with the Owner's Authorized Representative.
2. Project Identification Signage shall be installed by the Contractor within five (5) days of delivery by the Owner and shall be removed by the Contractor following notice of Substantial Completion and prior to Final Completion. Upon removal Project Identification Signage shall become the property of the contractor.
3. Project Identification Sign will consist of two signs, 4'x8' =32 sq ft area, 3/4" marine plywood mounted. Contractor to provide 4"x4" post or other materials and means to mount sign with bottom of sign 4 feet above ground.

B. Project Informational Signs:

1. Contractor shall provide temporary directional signs to direct traffic into and within site. Relocate as Work progress requires.

## 1.16 FIELD OFFICE

- A. Provide field office area, and storage and staging locations within the defined scope of work area and in a location approved by the Owner's Authorized Representative. Provide temporary lighting, heated and ventilation as specified herein.
- B. Provide plan table, notice boards and other furnishings as require for Contractor's daily operations and as required by the Owner's Authorized Representative.
- C. Provide on-site office equipment as specified herein.
- D. Relocate field office area, and storage and staging location as required to not impede work. At completion of Work, remove buildings, utility service and debris. Restore area to prior condition.

## 1.17 TRAFFIC REGULATION AND PARKING

- A. Traffic Control:
  - 1. Comply with all rules and regulations of Owner, City, State and county authorities regarding closing of public streets to use by public traffic, including pedestrians. No road shall be closed to public except by expressed by permission by Owner and City. Control obstructions and hazards with approved signs, barricades and lights where necessary to protect safety of public. Convenience of general public adjacent to Project, protection of persons and property, and access of emergency vehicles are of prime importance and shall be provided for in satisfactory manner.
- B. Flagging Services:
  - 1. Contractor shall provide trained flaggers and barricade hazardous operations during construction activities requiring the use of street areas, as directed by the Owner's Authorized representative. Equip flaggers and guards on duty with approved red work apparel and stop/slow paddle kept clean and in good condition.
  - 2. Utilize traffic control cones, drums, flares and lights which are approved by the city of Portland Bureau of Transportation. Use flares and lights during hours of low visibility to delineate traffic lanes and guide traffic.
- C. Temporary Use of Roads:
  - 1. Provide detours necessary for unimpeded traffic flow.
  - 2. Provide and maintain unobstructed access to fire hydrants.
  - 3. Maintain emergency vehicle top access to the premises.

- D. Construction Related Parking Control:
1. Contractor, sub-contractor and employee parking will not be provided on the premises. The purchase of hoods for parking meters from the city of Portland is suggested.
  2. Coordinate all construction deliveries with the Owner's Authorized Representative. Purchase and obtain a temporary parking permit from the Portland State University office of Transportation and Parking twenty-four (24) hours prior to anticipated delivery parking need. Temporary construction related parking shall be limited to an assigned staging area as approved in writing by the Owner's Authorized Representative. designated for Contractor's use.
  3. The Contractor shall be responsible for all contractor and sub-contractor parking citations by the City of Portland and the Portland State University office of Transportation and Parking. All citations must be paid prior to submission of Notice of Final Completion and Request for Final Payment.

#### 1.18 TEMPORARY FIRE PROTECTION

- A. Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of types needed to adequately protect against reasonably predictable and controllable fire losses.
1. Provide equipment of adequate capacity to extinguish minor fires in combustible material on the Premises during the construction period.
  2. Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
  3. Maintain equipment in working condition with current inspection certificate attached to each.
  4. Locate fire extinguishers where they are most convenient, visible and effective for their intended purpose, but provide no less than one extinguisher on each floor or in each general Work area, at or near each usable stairwell.
  5. Store combustible materials in containers in recognized fire-safe areas.
- B. Develop and supervise overall fire prevention and first-aid fire protection program for personnel at Project Site.
1. Review needs with local fire department officials and establish procedures to be followed.
  2. Smoking is prohibited on the premises. Contractor's personnel are to abide by all rules and regulations regarding smoking and all other fire prevention regulations in force where the Work is to be performed. Smoking is not permitted in structures on the PSU campus.
  3. Post warning and information and enforce strict discipline.
  4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires.

5. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of Ignition for fire.
6. Contractor shall ensure that contractor's employees are familiar with Owner's fire procedures and location of fire hydrants and extinguishers in adjacent parts of building adjacent to the construction area.

#### 1.19 PROGRESS CLEANING

- A. Dirt and debris of all nature caused by execution of Work shall be removed from the Site at end of each work day. Contractor shall be responsible for disposal of all scraps and materials that are relative to this Project.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing space.
- C. Hose all paved areas staged with construction material and generally prepare area of Work for occupancy with no further clean-up required by Owner.
- D. Clean all spilled dirt, gravel or other foreign material caused by construction operations from all streets and roads at conclusion of each day's operations. Cleaning of large areas shall be by grader and front-end loader supplemented by washing with water power brushing and hand labor.
- E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- F. Remove waste materials, debris, and rubbish from Site daily and dispose off-site.

#### 1.20 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of two (2) feet. Grade site as indicated. C. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION



**SECTION 01550  
CONTRACTOR PARKING**

**PART I - GENERAL**

1.01 DESCRIPTION

- A. All parking costs and expenses incurred by any contractor in the course of doing business on Owner's property are the sole responsibility of such contractor. There is no free parking on the Owner's property. Parking rates for the City of Portland are posted at the parking entrances or on parking meters. Vehicles without permits may be towed away at the expense of the vehicle's owner. Parking is not allowed on any Owner's roadway unless so indicated. The Contractor's authorized representative can obtain parking permits for its employees from the Portland State University Transportation & Parking Services Office, Neuberger Hall (503.725.3442) at prevailing rates. All costs for parking permits, parking in University parking lots and ramps, and any fines incurred by any contractor shall be the responsibility of the contractor.
- B. Contractor shall not park in any area not designated for vehicle parking. It will be the responsibility of such contractor to repair and/or reimburse Owner for any damage to Owner's property caused by contractor's vehicle.
- C. Vehicles to be parked on the Owner's property shall be governed by Owner's Transportation & Parking Services Office.

1.02 RELATED SECTIONS

- A. Additional requirements related to Quality Requirements may be provided as follows:
  - 1. OUS General Conditions
  - 3. Other Sections of the specifications.

END OF SECTION

**SECTION 01565  
TREE AND PLANT PROTECTION**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Work of this section includes preservation and protection of existing trees, shrubs, and lawn to remain.

1.2 GENERAL WORK CONSTRAINTS

- A. Unless indicated otherwise on the documents all existing trees, shrubs, and lawn shall remain and be protected.
- B. No work shall occur within the area inside the protective fencing.

1.3 COMPENSATION FOR DAMAGE TO EXISTING TREES

- A. The Contractor is responsible for compensating the Owner for any and all damage to trees, shrubs, and lawn.
- B. Compensation action and amounts shall be as directed and calculated by a certified Arborist selected by the Owner.

**PART 2 PRODUCTS**

2.1 TREE PROTECTION AND WORK LIMIT FENCING

- A. Protective Fencing: 6 foot tall temporary chain link fencing with temporary concrete post bases.

**PART 3 EXECUTION**

3.1 INSTALLATION

- A. Provide protective fencing at the limits for construction as indicated on the landscape drawings and as approved in the Field by the Owner.
- B. Prior to beginning construction, tour the site with the Owner and outline the location where protective fencing shall be installed.
- C. Fencing shall be installed plumb in locations identified in the field by the Owner.
- D. Fencing used to define the edge of construction, where it coincides with the location approved by the Owner for plant protection fence, is acceptable for protection fencing.

3.2 MAINTENANCE

- A. Maintain all protective fencing plumb, tight, at full height, and where located in the field by District. Replace damaged fencing with new materials as needed.

3.3 REMOVAL

- A. Remove protective fencing just prior to the site review for Substantial Completion.

END OF SECTION

**SECTION 01600  
CONTRACTOR STAGING**

**PART 1 - GENERAL**

**1.01 BUILDING ENTRY/ROUTES**

- A. Contractor shall schedule all necessary material stocking, demolition and trash removal through building corridors and elevators during non-peak hours or as approved by the PSU (or “Owner”) Project Manager. All materials will be brought into the building through the loading dock or approved entry and transported using the Owner’s assigned elevator.
- B. The loading dock or entry is only to be used for loading and unloading. The loading dock or entry will not be used for parking. Vehicles left unattended will be towed at the expense of the Contractor.

**1.02 PARKING**

- A. Unless stated in a Contract, all parking will be at the expense of the Contractor. All vehicles parked on Owner’s property must have a parking permit. The Contractor must arrange and secure for all temporary parking permits. Due to limited space, only work vehicles will be allowed at the worksite, and these may be enclosed within the Contractor’s assigned fenced work area. Contractor shall make every effort to carpool to the worksite when possible. It is the Contractor’s responsibility to secure all parking permits or pay the appropriate meter.

**1.03 STAGING/LAY DOWN AREA**

- A. During each phase of Construction, areas required for staging must be submitted to the Owner at least three (3) weeks in advance of the requirement. The date when the area will be reusable by Owner must be included.
- B. During construction, the Contractor shall provide all security for its materials, offices, staging and construction parking areas, etc. Owner shall have no responsibility for any of these items. Contractor shall also be responsible for maintaining a safe construction area on Owner’s property and offsite as well, including, without limitation, keeping all public and private roadways and parking areas clean, safe and functioning. The Contractor shall only be obligated clean up of those portions of public or private roadways and parking which have been affected by Contractor's activities.
  - 1. Use of lay down area is for the staging and storing of construction related equipment or material for Contractor construction activities only as related to PSU projects.
  - 2. Contractor is responsible for making sure the lay down area complies with all

local building and fire codes and regulations and all Owner's safety codes and requirements.

3. Contractor is responsible for keeping the grounds surrounding the lay down area safe and clean of construction materials, litter, trash, and scrap materials. Continuous housekeeping is required including daily removal of combustible waste and storage of combustible waste in approved metal containers and trash bins with metal lids. Outdoor tool and equipment power cords shall be removed nightly. Clean-up and sweeping to be done on a daily basis at the completion of a work shift.
4. Contractor is responsible for their own trash management, including removal of trash from campus. Contractor shall comply with recycling guidelines specified in the Contract Documents.
5. Work & safety rules specified in the Contract Documents apply to lay down areas. Construction Personal Protective Equipment is required in the lay down area.
6. Owner will not be held liable for any loss or damage to any contractor structures or equipment in the lay down area.
7. There is NO SMOKING in the lay down area or inside structures or shipping containers in the lay down area. No smoking signs shall be posted at these locations.
8. Contractor is responsible for keeping all fire and emergency access lanes surrounding the lay down area open at all times. Fire lane parking is subject to immediate tow at Contractor's expense. Fire hydrants must be accessible at all times.
9. Contractor's portable toilets must be located inside the designated lay down area and maintained to PSU's satisfaction at all times.
10. Contractors will not be permitted to store any type of construction material on top of their shipping containers or structures for safety reasons. No combustible materials will be permitted to be stored under a storage trailer.
11. Contractor shall return the lay down area in the same or better condition than

when initially used. Payment and/or fees may be withheld until repairs by the Contractor have been completed to PSU's satisfaction.

12. If outside staging of material is required in unpaved areas, Owner is not responsible for mud, dirt, snow, rain, ice and/or rust on materials.
13. Materials stored in staging area(s) must be protected from the elements and from damage or degradation as required in contract documents.
14. Typical temporary construction fencing shall be covered with opaque material to prevent seeing inside the fencing. Construction fencing shall be placed on the interior side of the opaque material.
15. The lay down area shall be made as small as possible and configured to minimize impact to the daily operations of the campus. Contractor to use lay down area for minimal amount of material inventory as required to provide an efficient construction process.

END OF SECTION

**SECTION 01630  
PRODUCT REQUIREMENTS AND SUBSTITUTIONS**

**PART 1- GENERAL**

1.01 DESCRIPTION

- A. The requirements specified in this section relate to general product requirements substitutions by the Contractor, Sub-contractors and Suppliers performing Work under these Contract Documents and includes:
  - 1. Contractor's Responsibilities
  - 2. Product Options
  - 3. Substitution Requests during the Bidding Process
  - 4. Substitution Requests after the Award of Contract
  - 5. Substitutions not permitted
  - 6. Product Delivery, Storage & Handling
  - 7. Product Installation

1.02 RELATED WORK IN OTHER SECTIONS

- A. Additional Product Option and Substitution Request Information may be provided as follows:
  - 1. OUS General Conditions
  - 2. Other Sections of these specifications.

1.03 DEFINITIONS

- A. "Products" are materials, machinery, components, equipment, fixtures and other systems incorporated into the Project, regardless of whether they were purchased for the Project or taken from the Contractor's previously purchased inventory. It does not include machinery and equipment used in preparation, fabrication, conveying and erection of the Work.
- B. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form units of Work.
- C. "Substitutions" includes proposed changes in products, materials, equipment, and methods of construction required by the Contract Documents.

1.04 REQUESTS FOR SUBSTITUTIONS

- A. Requests for substitution of products in place of those specified shall be in accordance

with the Public Improvement Agreement, OUS General Conditions, with Supplemental Conditions, and as specified herein. The Contractor assumes responsibility for the requirements as set forth herein. Any cost or time impact shall be at the Contractors expense.

**1.05 CONTRACTOR’S RESPONSIBILITIES**

- A. In requesting substitution, the Contractor shall comply with OUS General Conditions for Public Improvement Contracts, This includes but is not limited to the following:
  - 1. Investigate proposed products and determine that they are equal or superior in all respects to products specified.
  - 2. Provide same guarantee for accepted substitutions as for products specified.
  - 3. Coordinate installation of accepted substitutions into the Work, making such changes as may be required for the Work to be complete in all respects and within original time constraints.
  - 4. Waive all claims for additional costs related to substitutions, which consequently become apparent.

**PART 2 - PRODUCTS**

**2.01 PRODUCT OPTIONS**

- A. Contractor’s Options in selecting products is limited by the requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Where products or manufactures are specified by name or manufacturer, they shall be assumed accompanied by the term, “or approved equal”. Comply with the Contract Document requirements for Substitutions and submittals to obtain review from Owner’s Authorized Representative for use of substitute products.

**PART 3 - EXECUTION**

**3.01 SUBSTITUTION REQUESTS DURING THE BIDDING PROCESS**

- A. Substitution requests shall meet the following criteria for review by the Owner’s Authorized Representative:
  - 1. Submit five (5) copies of each request for substitution using the submittal process specified in Division 1, Section 01305, Item 3.01.
  - 2. Substitutions shall be requested using the Substitution Request Form provided herein.
  - 3. Itemized comparison of proposed substitution with product or method specified.
  - 4. Complete data on each material and system for this project only, substantiating

compliance of proposed substitution with the Contract Documents.

5. Complete evidence including test numbers and supporting reports indicating compliance with referenced standards.
  6. A statement from the Manufacturer(s) of the proposed substitution materials stating that any and all warranties required by the contract documents for the originally specified materials can and will be provided for the substitution materials, and that required warranties shall be issued upon successful completion of the Work.
- B. Substitutions shall be requested prior to the Deadline for Request for Change and Protests, and accepted by Addendum prior to the date and time bid materials are due at the PSU Office of Facilities.

### 3.02 SUBSTITUTION REQUESTS AFTER AWARD OF CONTRACT

- A. Substitutions will normally not be considered after date of Contract, except when required due to unforeseen circumstances. Within a period of thirty (30) days after date of Contract, the Owner may, at its option, consider formal written requests for substitution of products in place of those specified, when submitted in accordance with the requirements stipulated herein. Substitution requests shall meet the following criteria for review by the Owner's Authorized Representative:
1. Submit five (5) copies of each request for substitution using the submittal process specified in Division 1, Section 01305, Item 3.01.
  2. Substitutions shall be requested using the Substitution Request Form provided herein.
- B. To receive consideration, one or more of the following conditions must be documented in any such request:
1. The substitution is required for compliance with final interpretation of code requirements or insurance regulations.
  2. The substitution is required due to unavailability of a specified product, through no fault of the Contractor.
  3. The substitution is required because subsequent information disclosed the inability of the specified product to perform properly or to fit in the designated space.
  4. The substitution is required because it has become clearly evident, in the judgment of the Owner, that a substitute would be substantially in the best interest of the Owner in terms of cost, time, or other considerations.
- B. For products specified only by referenced standards, provide products by any Manufacturer meeting standards specified.



- C. For products specified by naming one or more products, provide any product named. If certain conditional requirements are stipulated, each product must comply with these requirements. Requests for approval of substitutions are subject to meeting requirements stipulated above.
- D. For products specified by naming a product to match existing products or systems, provide product of the same name. There is no option and no substitution is allowed.
- E. For each substitution that is accepted, the Contractor shall coordinate the work of all other trades and modify surrounding conditions as required to complete the work to the satisfaction of the Owners Authorized Representative at no additional cost to the Owner.

3.03 SUBSTITUTIONS NOT PERMITTED

- A. Submitted without first requesting approval thereof in accordance with requirements of this Section.
- B. Acceptance will require substantial revision of the Contract Documents, except as allowed by Paragraph 3.02 above.

3.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and- other losses.
  - 3. Deliver, handle and store products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss. Control delivery schedules to ensure timely delivery for incorporation into the Work, while minimizing long-term storage at the site and preventing overcrowding of the construction area.
  - 4. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 5. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
  - 6. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

3.05 PRODUCT INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

**SECTION 01732  
WASTE MANAGEMENT**

**PART 1- GENERAL**

1.01 PROJECT GOALS

- A. The Owner requires that this project generate the least amount of waste and trash possible.
- B. This project has been designed to comply with SEED (State Energy Efficient Design) criteria. The Contractor, sub-contractors and suppliers shall work with the design team and Owner's Authorized Representative to achieve as sustainable of a project as possible from initial control of the site through final completion.

1.02 RELATED WORK IN OTHER SECTIONS

- A. Additional waste management requirements may be found in the following:
  - 1. OUS General Conditions
  - 2. Other Sections of these specifications.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Non-hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for

remanufacture into a new product for reuse by others.

- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### 1.4 WASTE MANAGEMENT REQUIREMENTS

- A. The contractor shall familiarize himself with the relevant requirements, provide the necessary documentation and instruct all sub-contractors and suppliers regarding energy efficiency, air quality, demolition, recycling, waste management and final cleaning.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.

3. Dumping or burying on other property, public or private.
  4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.
1. The city of Portland requires all building projects with a permit value of \$50,000 or more to separate and recycle certain materials from the job site. The contractor shall be responsible for assuring recycling at the job site and for completing the pre-construction recycling plan form.

**PART 2- PRODUCTS**

- 2.01 Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues. See Division 1 Section 01305 for submittal procedures.
- 2.02 Submit Waste Disposal Reports with each application for progress payment, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report. Failure to submit Report will delay payment. Prepare Waste Disposal Reports as follows:
- A. Submit Report on a form acceptable to Owner.
  - B. Landfill Disposal: Include the following information:
    1. Identification of material.
    2. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    3. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    4. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - C. Incinerator Disposal: Include the following information:
    1. Identification of material.
    2. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
    3. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
    4. Included manifest, weight tickets, receipts, and invoices as evidence of quantity and cost.

- D. Recycled and Salvaged Materials: Include the following information for each:
  - 1. Identification of material, including those retrieved by installer for use on other projects.
  - 2. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
  - 3. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - 4. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 5. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
  
- E. Material Reused on Project: Include the following information for each:
  - 1. Identification of material and how it was used in the project.
  - 2. Amount, in tons or cubic yards.
  - 3. Include weight tickets as evidence of quantity.
  
- F. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

**PART 3- EXECUTION**

**3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Designate an on-site person or persons responsible for instructing workers and overseeing documenting results of the Waste Management Plan.
  
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, and Owner's Authorized Representative.
  
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
  
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-bid meeting
  - 2. Pre-construction meeting
  - 3. Regular job-site meetings.
  
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

1. Provide containers as required.
  2. Provide adequate space for pick-up and delivery and convenience to contractors.
  3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Materials: If, during the course of the Work, the Contractor observes or suspects the existence of Hazardous Materials in the structure or components within the defined scope of work area, the Contractor shall immediately stop Work in the immediate area and notify the Owner's Authorized Representative, who will, under separate contract, facilitate the remove of the hazardous material. The Contractor will be required to schedule ten (10) days of slack or "down" time for the removal of potential unforeseen materials. Any delay caused by asbestos abatement that lasts less than ten (10) days shall not constitute a delay as defined in Section D.2 of the OUS General Conditions for Public Improvement Contracts and shall not result in any additional compensation to the contractor. If removal of the material takes more than ten (10) days, the Contractor shall be entitled to an extension of the completion date for the Work equal to the number of days required for removal, plus reimbursement for Contractor's cost of the Work for only those days in excess of ten (10).
1. Hazardous Material abatement in the defined scope of work area was performed in January 2003. A copy of the Asbestos Abatement Inspection Report shall be provided to the contractor prior to beginning work and shall be maintained on the job site throughout the course of work.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

**SECTION 01780  
CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

1.01 DESCRIPTION:

- A. The requirements specified in this Section relate to all Contractors individually performing Work under these Contract Documents and include:
  - 1. Final Cleaning
  - 2. System Start-up, Testing & Adjusting
  - 3. Operations & Maintenance Manuals
  - 4. Warranties & Bonds
  - 5. Training
  - 6. Spare Parts & Extra Quantities
  - 7. Project Record Documents
  - 8. Final Review and Payment
- B. Project closeout is a term used to describe certain collective project requirements, indicating Work under this Contract that is fulfilled near the end of the Contract time in preparation for Final Completion, as well as Final Payment to the Contractor.
- C. Special requirements for individual units of work may be included in appropriate Specification Sections of this Project Manual.

1.02 RELATED WORK IN OTHER SECTIONS

- A. Additional Contract closeout requirements may be provided as follows:
  - 1. OUS General Conditions
  - 2. Supplementary General Conditions
  - 3. Section 01305, Submittals
  - 4. Other Sections of these Specifications

**PART 2 - PREREQUISITES TO SUBSTANTIAL COMPLETION**

2.01 GENERAL DESCRIPTION:

- A. Substantial Completion shall be defined per OUS General Conditions for Public Improvement Contracts Section A.1, and Contractor shall provide Notification of Substantial Completion to the Owner as specified in Section K.4 of the same and as supplemented by OUS Supplemental General Condition SG-6. See Division 1, Section 01300 for general Submittal Review Procedure.
- B. Submit Certificate of Substantial Completion with accompanying 'punchlist' and date for



punchlist completion to the Owner's Authorized Representative once the Contract Documents have been reviewed, Work has been inspected and all prerequisites to substantial completion have been addressed.

- C. Prior to signing the Certificate of Substantial Completion, the Owner's Authorized Representative will perform one Substantial Completion review of the Work. The Contractor shall pay the cost of additional Substantial Completion reviews of the Work.

## 2.02 FINAL CLEANING

- A. Perform final cleaning of all items of Work prior to Substantial Completion review of the Work. Employ 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 all manufacturer's recommendations. Complete the following prior to requesting Owner's Authorized Representative's review of the Work for Substantial Completion certification:

1. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
2. Vacuum all carpeted, fabric and other soft surfaces.
3. Clean all Contractor and Owner provided equipment and fixtures.
4. Clean or replace all filters of operating equipment.
5. Clean debris from roofs, gutters, downspouts and drainage systems impacted by the Work.
6. Clean the Project Site and adjacent areas impacted by the Work, including landscaped and parking areas, or rubbish, litter and other foreign substances. Sweep paved areas to broom clean condition. Remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted to smooth, even-textured surface.
7. Re-clean areas and equipment prior to inspection for Final Completion, if dirtied in completion of punchlist work.

- B. Unless otherwise directed by the Owner's Authorized Representative, remove temporary protective devices and facilities, which were installed during the course of the Work to protect previously completed work from the remainder of the construction to be completed, or to protect the public.
- B. Comply with all safety standards and governing regulations for cleaning and dispose of waste materials in accordance with Division 1, Section 01732 and the OUS General Conditions for Public Improvement Contracts.

## 2.03 SYSTEM START-UP, TESTING & ADJUSTING

- A. RESERVED
- B. The Contractor shall coordinate the scheduling for the start-up and testing of various equipment and systems provided by the Contractor and Owner with the Owner's authorized representative.

- C. Notify the Owner's Authorized Representative a minimum of fourteen (14) calendar days prior to the start-up or testing of each item.
- D. The Contractor shall submit to the Owner's Authorized Representative for review and approval, a minimum of fourteen (14) calendar days prior to the start-up or testing, five (5) copies of the following:
  - 1. A paragraph-by-paragraph program of the Contractor's proposed testing procedure, developed to demonstrate compliance with the contract documents.
  - 2. Check off sheets for the review of each item of equipment and system.
  - 3. Each program and check off sheet shall provide the following information:
    - 1) Project information required by Division 1, Section 01300, Item 1.05.
    - 2) Product information required by Division 1, Section 01300, Item 3.06.
    - 3) Other information as required the fully describe the item.
    - 4) Provide spaces for testing "Review" sign off by Owner's Authorized Representatives.
- E. Verify that each piece of equipment or system has been checked for proper connection of services, lubrication, drive rotation, belt tension, control sequencing or other conditions that could cause damage.
- F. Verify that tests, meter readings and specified electrical characteristics agree with those required by equipment or system manufacturers.
- G. Verify that wiring, piping and support components for equipment are complete and tested.
- H. Execute start-up under the supervision of the Owner's Authorized Representative(s), the responsible manufacturer's representative, Contractor's personnel in accordance with the manufacture's recommendations.
- I. Submit five (5) copies of all Installation, Adjustment and Balancing and Testing Reports for each piece of equipment and system in accordance with the Submittal Review Procedures, specified in Division 1, Section 01300, Item 3.01.
- J. Operating equipment and systems shall be tested in the presence of the Owner's Authorized Representatives to demonstrate compliance with the Contract Documents and the manufacturer's recommendations:
  - 1. Testing shall be conducted under operating conditions as specified by the Owner's Authorized Representatives.
  - 2. Copies of all test reports shall be included in the Project Record Documents.
- K. All elements of systems shall be tested to demonstrate that total systems satisfy all requirements of the Contract Documents. Test each piece of equipment for proper operation, followed by each subsystem, followed by entire system, followed by interfaces

with other major systems.

- L. The Contractor shall provide all materials and equipment required for equipment and system testing.
- M. The Contractor shall perform the following minimal tests and additional tests as required by the Owner's Authorized Representative:
  - 1. System shall be checked for proper installation, and shall be adjusted and calibrated to verify that it is ready to function as specified.
  - 2. All system elements shall be checked to verify that they have been properly installed and that all connections have been made correctly.
  - 3. All discrete elements and sub-systems shall be adjusted and balanced and shall be checked for proper operation.

#### 2.04 OPERATIONS & MAINTENANCE MANUALS

- A. The Contractor shall Operations and Maintenance Manuals for review and project record documentation in accordance with OUS General Conditions for public Improvement Contract Section K.2, in accordance with the Submittal Review Procedures, specified in Division 1, Section 01300, Item 3.01.
- B. Include Operation and Maintenance instructions complete with technical information, required warranties & bonds and name, address and phone number of the Contractor(s) and Manufacturer(s) of each material and product. Bind in separate three-ring binders. Label similar to Project Documents binder with dividers by Specification section and supplier.

#### 2.05 WARRANTIES & BONDS

- A. Provide all warranties and bonds specified in other Sections of this project manual.
- B. Include all required warranties and bonds in the Operations and Maintenance Manuals in accordance with Item 2.04 herein.
- C. List Subcontractor, supplier and manufacturer, with address and telephone number of responsible principles.
- D. Verify that documents are in proper form, contain all information, and are notarized as applicable.
- E. Co-execute documents as required.

#### 2.06 TRAINING

- A. The Contractor shall coordinate with the Owner's Authorized Representative training sessions for all equipment and systems in accordance with OUS General Conditions for

public Improvement Contract Section K.5.

2.07 SPARE PARTS & EXTRA QUANTITIES

- A. The Contractor shall provide spare parts and extra quantities in accordance with OUS General Conditions for public Improvement Contract Section K.6.
- B. The Contractor shall submit in accordance with Division 1 Section 01300 Item 3.01, five (5) copies of the following:
  - 1. Check off sheets for the review of each item of material or product for which extra quantities are required.
  - 2. Each check off sheet shall provide the following information:
    - 1) Project information required by Division 1, Section 01300, Item 1.05.
    - 2) Product information required by Division 1, Section 01300, Item 3.06.
    - 3) Amount of extra parts or quantity required.
    - 4) Provide spaces for testing "Review" sign off by Owner's Authorized Representatives.
- C. Coordinate delivery to the Owner with the Owner's Authorized Representative and submit receipts of delivery corresponding to spare parts and extra quantities check off sheet.

2.08 PROJECT RECORD DOCUMENTS

- A. Submit three (3) copies of the Project Record Documents for review in accordance with Division 1 Section 01300 Item 3.01. The Project Record Documents shall be organized to include the following information:
  - 1. Title and date of Project, Owner's Project Number
  - 2. Table of Contents
  - 3. Specifications
  - 4. As-Built Drawings (blueprints or photocopies)
  - 5. Inspection Reports, as applicable
  - 6. Warranty(ies), as applicable
  - 7. Operations and Maintenance Instructions
  - 8. Approved and stamped Shop Drawings, Product Data and Samples (Provide 1 set of reproducible copies for Owner's file, in Microsoft Word or AutoCAD 2000 electronic formats, or on 3 MIL thick double sided and toothed Mylar.)
- B. Bind each copy of the Project Record Documents in a black, hard cover, three-ring binder with each Section clearly indexed with tabbed divider pages.
- C. The project team list shall include the address and phone number of the Owner, Contractor, inspectors, subcontractors, and the materials manufacturers.
- D. Legibly mark each Specification Section to indicate actual as-built conditions. The as-

built Specifications shall clearly indicate changes in the Work made by Addendum(a) and/or Change Order(s), actual materials used, and actual Manufacturer(s) used.

- E. Legibly mark the drawings to indicate actual "as-built conditions." The drawings shall clearly indicate changes in the Work made by Addendum(a) and/or Change Order(s). based on information provided by Contractor.
  - F. Include inspection reports, if applicable.
  - G. Include a copy of required Warranty(ies) clearly marked to identify the Owner's responsibilities under the terms of the Warranty(ies).
- 1.03 Make corrections to all Project Record Documents and resubmit as part of Final Completion Review.
- 1.04 RECORD DOCUMENTS
- A. Contact the Owner's Authorized Representative for a sample of acceptable Record Documents if needed.

**PART 3 - PREREQUISITES TO FINAL COMPLETION AND PAYMENT**

- 3.01. The Contractor shall comply with all terms of OUS General Conditions for Public Improvement Contract Sections E.6 and I.1, unless otherwise amended herein, prior to filing Notice of Final Completion or requesting Final Payment.
- 3.02. The Contractor shall return all keys requested for access to buildings and work areas and obtain a deposit refund, as specified in Division 1, Section 01040, Item 1.09.
- 3.02. The Contractor shall notify all Subcontractors in writing of incomplete and/or incorrect items and the anticipated filing of Final Completion. Notify far enough in advance of the completion date that the Work can be completed on schedule. Said Work shall be immediately corrected.
- 3.03. Submit to the Owner's Authorized Representative Lien Releases in accordance with OUS General Conditions for Public Improvement Contract Section K.8.
- 3.04. The Contractor shall provide the Owner with an unconditional Certificate of Occupancy from the local building officials, in accordance with OUS General Conditions for Public Improvement Contract Section K.8.
- 3.05. Notify the Owner's Authorized Representative in writing that all items are complete and ready for Final Completion review and that the Work product is fully usable.
- 3.06. Submit three (3) copies of all record documents for Final Completion review at this time.
- 3.07. The Owner's Authorized Representative will review all documents. The Owner's Authorized

Representative will review all Work that has been certified as complete to the best knowledge of the Contractor. The Owner’s Authorized Representative will also list all remaining incomplete punchlist Work and assign a probable value and time to complete such uncompleted Work.

- 3.08. The Owner’s Authorized Representative will review the Work for conformance. Time is of an essence on this project. If the Work is found to be in nonconformance, the Owner’s Authorized Representative will notify the Owner of the nonconforming items and probable value and time for completion. Nonconforming items will require retainage of monies to ensure that the Contractor will complete all Work within the time established by the Public Improvement Agreement and as amended by executed Change Orders.
- 3.09. The Contractor shall make the required corrections to the Work expeditiously. Sufficient retainage monies will be held to pay for uncompleted Work, should the Contractor fail to perform. A letter will be addressed to the Contractor noting the project status and the monies available for a partial-final payment upon receipt of billing.
- 3.10. When Contract closeout procedures are completed and all Punchlist deficiencies have been corrected, final acceptance by the Owner will be documented. The Contractor will receive written notice of acceptance of the Work and notification that final payment may be billed and released. Note that final wage rate submittal and documentation of all BOLI fees are required prior to final payment.
- 3.11. The Contractor shall be responsible for all parking citations received in relation with the project from the City of Portland and the Portland State University office of Transportation and Parking. All citations must be paid prior to submission of notice of Final Completion and Request for final Payment.
- 3.12. All warranties shall commence and become effective in accordance with Section I of the OUS General Conditions for Public Improvement Contracts and as modified by OUS Supplemental General Condition SG-6.

**PART 4 - PRODUCTS**

Not Used

**PART 5 - EXECUTION**

Not Used

END OF SECTION