

**UNIVERSITY OF OREGON**

Klamath Hall  
Klamath Hall VFD Replacement

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# OREGON UNIVERSITY SYSTEM

## NOTICE OF RETAINER CONTRACT OPPORTUNITY

### **THIS OPPORTUNITY IS ONLY AVAILABLE TO CONTRACTORS WITH A CURRENT OREGON UNIVERSITY SYSTEM (OUS) RETAINER CONTRACT FOR CONSTRUCTION RELATED SERVICES.**

The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon (“Owner”) is accepting sealed bids for a public improvement project at Facilities Services until 4:00 PM, Pacific Time, Tuesday, October 16<sup>th</sup>, 2012 (“Closing Date and Time”) for the Klamath Hall VFD Replacement located on the campus of the University of Oregon, in Eugene, Oregon (“Project”). The Project includes the retrofit of two (2) variable frequency drives and two (2) motors in supply fans in the basement of mechanical room B45 of Klamath Hall.

A mandatory pre-bid conference will be conducted at 1:00 PM, Tuesday, October 9<sup>th</sup>, 2012. Bidders shall meet with Owner’s Representative at Facilities Services for that purpose. Attendance will be documented through a sign-in sheet prepared by the Owner’s Representative. Prime bidders who arrive more than 5 minutes after start of time of the meeting (as stated in the solicitation and by the Owner’s 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.

Bids will be received on a lump-sum basis for all of the work. **Bid packets may be obtained on the OUS Bid and Business Opportunities website (<http://secure.ous.edu/bid/>).**

All bidders must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870. 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. OUS encourages bids from Minority, Women, and Emerging Small Businesses.

OREGON STATE BOARD OF HIGHER EDUCATION

By: Jamie Moffitt, Vice President for Finance and Administration

**OREGON UNIVERSITY SYSTEM**  
**STANDARD RETAINER CONTRACT**  
**INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

Oregon Administrative Rules (“OAR”) Chapter 580, Divisions 61 and 63 govern this OUS procurement process.

### **Article 1. Definitions**

**1.1.** Capitalized words used herein but not defined shall have the meaning set forth in the OUS Retainer General Conditions and OAR 580-061-0010. The following terms used herein shall have the meaning set forth below:

**“Bid Form”**- refers to OUS Contract Form B-5 provided by Owner to be completed by Bidder.

**“Project Manual”**- The Project Manual includes, but is not necessarily limited to the following: the Advertisement for Bids or Notice of Contracting Opportunity, these Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, OUS Retainer Contract General Conditions, Supplemental General Conditions (if any), Sample Retainer Contract Supplement, and the Plans and Specifications.

### **Article 2. Scope of Work**

**2.1** The Work contemplated in this document shall be for the Owner in connection with the Project described in the Project Manual.

### **Article 3. Examination of Site and Conditions**

**3.1** Before making a Bid, the Bidder shall examine the Work site to ascertain its physical condition. The Bidder shall be responsible for being fully informed as to the quality, quantity and sources of supply of the materials listed on the Project Manual. Failure to comply with this Section will not release Contractor from entering into the Contract nor excuse Contractor from performing the Work in strict accordance with the terms of the Contract Documents.

**3.2** The Owner will not be responsible for any loss or unanticipated costs which may arise as a result of Contractor's failure to be fully informed in advance with regard to all conditions pertaining to the Work and the character of the Work required.

**3.3.** No statement made by any officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the Work site or quality, quantity, and supply of materials will be binding on the Owner, unless included in writing in the Project Manual or an Addendum.

### **Article 4. Substitute Materials Approval Process**

**4.1** Prior to submitting a Bid including a Substitution, the Bidder must first seek approval of the Substitution from the Architect (or Engineer, as appropriate hereafter) by submitting a written request for approval at least three calendar days prior to the Closing Date and Time. The Bidder submitting the request shall be responsible for its timely delivery.

**4.2** Substitution approval requests 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.

**4.3** Within a reasonable time after receiving such a request the Owner (or Architect if so designated) will consider whether the Substitution sought by Bidder is of equal value, utility, as the designated product in the Project Manual.

If the requested Substitution is approved an Addendum to the Project Manual shall be issued. A copy of each Addendum will be posted on the OUS Bid and Business Opportunities website (<http://secure.ous.edu/bid>) and shall become a part of the Project Manual.

**4.4** 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 5. Interpretation of Project Manual**

**5.1** A Bidder in doubt as to the meaning of any part of the Project Manual may submit a written request for an interpretation to the Architect at any time prior to three calendar days prior to the Closing Date and Time.

**5.2** Any interpretation of the Project Manual will be made only by a duly issued Addendum. 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.

**5.3** 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 named, brand or item designation 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 they do so or not.

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

**6.1** The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished by the Owner will be considered as the Bid. Each Bidder shall Bid upon the Work exactly as set forth in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Project Manual. Bids that fail to address alternates set forth on the Bid Form may be considered non-responsive.

**6.2** Each Bid Form must: 1) Be completed in accordance with these instructions; 2) Include the appropriate signatures as noted on the Bid Form; 3) Include numbers pertaining to base Bids stated both in writing and in figures; and 4) Include the Bidder's typed or clearly printed address.

**6.3** 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."

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

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

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

**8.1** Each Bid shall be sealed in an envelope, properly addressed to the appropriate project representative of the Owner, 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**

**9.1** All Bids must be received by the Owner before the Closing Date and Time. Any Bids received after the Closing Date and Time will be rejected and returned to the Bidder unopened.

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

**10.1** Unless all Bids are rejected, the Owner will award the Contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the Contract, the Contract will be awarded to the next lowest responsible Bidder or Bidders in succession.

**10.2** The procedures for Contract awards shall be in compliance with the provisions of OARs adopted by the Owner.

**10.3** The Owner reserves the right to reject all Bids and to waive minor informalities.

**10.4** 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.

**10.5** If Owner has not accepted a Bid within 30 calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted.

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

**11.1** At any time prior to the Closing Date and Time a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the Closing Date and Time.

**11.2** After the Closing Date and Time, no Bidder will be permitted to withdraw its Bid within the time period specified in Article 10 for award and execution, except as provided for in that Article.

## **Article 12. Execution of Contract, Agreement**

**12.1** The Owner will provide the successful Bidder with Contract Documents within 10 calendar days after the award of the Contract. The Bidder shall be required to execute the Contract as provided within 20 calendar days after the award of the Contract. The Contract Documents shall be delivered to the Owner in the manner stated in the Notice of Award.

## **Article 13. Recyclable Products**

**13.1** Contractors must use recyclable products to the maximum extent economically feasible in the performance of the Contract.

**OREGON UNIVERSITY SYSTEM**  
**STANDARD RETAINER CONTRACT**  
**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name Klamath Hall VFD Replacement**

**The following modify the Oregon University System “Instructions to Bidders, Form B-2” for this procurement. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.**

**[Submission of Bids by email]** Complete Bids (including all attachments) may be emailed and must be electronically received by the Closing Date and Time **4:00 p.m. Pacific Time, October 16, 2012.** **The Bid must be emailed to: [rdward@uoregon.edu](mailto:rdward@uoregon.edu).** **The email subject line must be “Bid for Klamath Hall VFD Replacement.” Bidders submitting an electronic Bid will receive an automatic email reply.** Bidders that do not receive an automatic reply ***must*** telephone and confirm electronic receipt of the complete emailed document(s) before the Closing Date and Time. Bids delayed or lost by email system filtering or failures may be considered at Owner’s sole discretion.

**In addition** to electronic submission, the original copy of the Bid must be postmarked no later than October 16, 2012. The envelope/package containing the Proposal must be clearly marked **“Bid for Klamath Hall VFD Replacement.”**

**OREGON UNIVERSITY SYSTEM**  
**STANDARD RETAINER CONTRACT**  
**BID FORM**

OUS CAMPUS: UNIVERSITY OF OREGON

PROJECT: Klamath Hall VFD Replacement

BID CLOSING DATE: Monday, October 16<sup>th</sup>, 2012 at 4:00 PM

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

TO: The State of Oregon, acting by and through the Oregon State Board of Higher Education, on behalf of the University of Oregon (“Owner”)

Capital Construction  
1295 Franklin Boulevard  
1276 University of Oregon  
Eugene, OR 97403-1276

1. The Undersigned (*check one of the following and insert information as 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/company 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 each of the following documents:

- Notice of Retainer Contract Opportunity



- Instructions to Bidders
- Supplemental Instructions to Bidders, if any
- OUS Retainer Contract General Conditions
- UO Supplemental Retainer Contract General Conditions
- Sample Retainer Contract Supplement
- Plans and Specifications
- Prevailing Wage Rates
- Payroll and Certified Statement Form  
(found at [http://egov.oregon.gov/BOLI/WHD/PWR/W\\_PWR\\_Forms.shtml](http://egov.oregon.gov/BOLI/WHD/PWR/W_PWR_Forms.shtml))

- Any ADDENDA numbered \_\_\_\_ through\_\_\_\_, inclusive (*fill in blanks*).

4. The work shall be completed within the time stipulated and specified in Division 1, Section 01 10 00, of the Specifications.

5. 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 and will not be communicated to such person prior to the official opening of the Bid.

6. 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.

7. 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.

8. 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 render the bid unresponsive and it will be rejected, unless contrary to federal law.

9. 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.

10. 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.

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

|

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

13. 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.

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**

**RETAINER SUPPLEMENTAL GENERAL CONDITIONS**

**To The**

**GENERAL CONDITIONS**  
**FOR RETAINER CONTRACTS**

**Supplement No.** \_\_\_\_\_  
**Project Name** \_\_\_\_\_

**The following modify the July 1, 2012 Oregon University System “General Conditions for Retainer Contracts (“OUS Retainer General Conditions”) for the above referenced Retainer Contract Supplement. Where a portion of the OUS Retainer General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.**

Section B.4 is hereby deleted and replaced with the following:

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Retainer 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. Notwithstanding the first sentence of this paragraph, Owner shall pay for the following: Plan check fees and permit fees required for the general building permit, systems development charges, and building department inspection fees. Notwithstanding the foregoing, however, Contractor shall obtain all permits, licenses and fees required for the construction of the Work.

Section K.2 is hereby deleted and replaced with the following:

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner’s receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all 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 shall review and return one O & M Manual for any modifications or adjustments

required. Prior to submission of its final pay request, Contractor shall deliver two complete and approved sets of O & M Manuals in paper form and one complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

Section K.4 is hereby deleted and replaced with the following:

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner and provide training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. In addition to any off-site training required by the Contract Documents, training shall include a formal session conducted at the Work site after the equipment and/or system is completely installed and operational in its normal operating environment.

# OREGON UNIVERSITY SYSTEM

## GENERAL CONDITIONS FOR RETAINER CONTRACTS

July 1, 2012

INSTRUCTIONS: The attached **Oregon University System General Conditions for Retainer Contracts ("OUS Retainer General Conditions")** apply to all designated retainer contracts. Changes to the OUS Retainer General Conditions (including any additions, deletions or substitutions) should only be made by attaching Retainer Supplemental General Conditions. The text of these OUS Retainer General Conditions should not otherwise be altered.

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**OREGON UNIVERSITY SYSTEM  
GENERAL CONDITIONS FOR RETAINER CONTRACTS  
("OUS Retainer General Conditions")**

**SECTION A  
GENERAL PROVISIONS**

**A.1 DEFINITION OF TERMS**

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

**AMENDMENT**, means a writing which, when fully executed by the Parties to this Contract, constitutes a change to a Contract Document. Amendments to Supplements (hereinafter a "Supplement Amendment") shall be issued in accordance with the changes provisions of Section D and, if applicable, establish a Contract Price or Contract Time adjustment.

**APPLICABLE LAWS**, means federal, state and local laws, codes, rules, regulations and ordinances applicable to the Work and to the Contract.

**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 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 to be later included as an Amendment. A Change Order shall not be effective until executed as an Amendment.

**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 Retainer General Conditions.

**CONSTRUCTION CHANGE DIRECTIVE**, means a written order by the Owner 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 Retainer Contract, OUS Retainer General Conditions, Retainer Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, Supplements, Amendments, and Construction Change Directives .

**CONTRACT PERIOD**, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Supplement and, if applicable, the issuance of a 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, as indicated in the Contract Documents.

**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, Medicare 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 be in the form required by OUS and as posted from time to time on the OUS website and 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 Supplements and Amendments 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 or a proposal in connection with a Request for Proposals.

**OFFEROR**, means a bidder in connection with Instructions to Bidders or 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 and supplies at the job site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the job site office and Contractor's principal place of business, 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 may elect, by written notice to Contractor, to delegate certain duties to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these OUS Retainer 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 a natural person or 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.

**PUNCH LIST**, 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 of ownership to Owner, operational and maintenance manuals, shop drawings, Construction Change Directives, MWESB Reports, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these OUS Retainer 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 constituting the Work 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. The decision of the Owner is final.

**SUPPLEMENT**, means a writing which, when fully executed by the Parties thereto, constitutes 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.

**RETAINER SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions that remove from, add to, or modify these OUS Retainer General Conditions. Retainer 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 Supplements, Amendments and Construction Change Directives, with those of later date having precedence over those of an earlier date;
- (b) The Retainer Supplemental General Conditions;
- (c) The OUS Retainer Contract;
- (d) The OUS Retainer 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, 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'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. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner, 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 (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner (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 (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, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time is involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, 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 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 shall administer 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 will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.

B.1.2 The Owner 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 will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner 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 communicate with each other 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.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, 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 to determine if they conform to the Contract Documents. Inspection of the Work by the Owner 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 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 and include the cost of the Samples in the Contract Price.

**B.4 PERMITS**

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

**B.5 COMPLIANCE WITH GOVERNMENT  
REGULATIONS**

- B.5.1 Contractor shall comply with Applicable Laws pertaining 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 Applicable Laws 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 shall be confirmed in writing to the Contractor.

**B.7 INSPECTION**

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner 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, 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 Applicable Laws 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 timely notice of when and where tests and inspections are to be made so that the Owner 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.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner 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 required testing or inspection or sufficient notice to the Owner, 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, the uncovering and restoration will be paid for pursuant to a Supplement Amendment.
- 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 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 shall 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.

#### **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, 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 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 Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

#### **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 Retainer 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 shall 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 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 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 shall 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 of 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 Amendment. The amount of the Amendment 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 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 Supplement Amendment 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.

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

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner and only in accordance with a Supplement Amendment 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. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

#### **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, 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 to the extent 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 agreement and then only after any necessary approvals have been obtained. A Supplement or 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 may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All changes to the Work shall be documented and Amendments 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 adjustments to or deletions from the 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 adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to 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 adjustments to or deletions from the 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. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work 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 adjustments to or deletions from the 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%

- (d) When adjustments to or deletions from the Work under D.1.3(c) are 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 a an Amendment 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 adjustments to or deletions from the Work pursuant to a Supplement Amendment. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from Owner in the form of a Supplement Amendment. Contractor shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised 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 Owner's request for additional Work. 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 additional Work shall be 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 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 adjustment to 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, Contractor shall submit a written request to the Owner, 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 Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work 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 adjustments to compensation and Contract Time requested. The Contractor shall 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 adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. 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 Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or 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, unless and only to the extent otherwise provided in the Contract Documents, 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) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
  - (b) To the extent 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 immediately of differing site conditions before the area has been disturbed. The Owner 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 agree that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner 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) To the extent 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) To the extent 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 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, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner 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 for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner 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 Retainer General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner 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 by Contractor.

- 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 adjustment 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. 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 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 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 plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.
- 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 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, 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 or Delay Work, in whole or in part, without a written stop work order from the Owner.

## **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 shall provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

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

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. 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 overdue invoices at the rate of two-thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Overdue invoices 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 Owner receives the correct application for payment if no invoice is received;
- (c) The date all goods and services have been received; or
- (d) The date a 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 such amounts which are 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 shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner 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: \_\_\_\_\_  
Dated: \_\_\_\_\_"

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 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 and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and 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 and/or equipment stored and of payment for the storage site.

(g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under this Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.

(h) All required documentation shall 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 Applicable Laws or 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 Work, 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 a Supplement Amendment;

(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 has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall 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 financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform 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. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts - 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 shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

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

Owner's receipt of payroll certification pursuant to Section C.2 of this Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

### **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 the requirements set forth in 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 discretion, 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 date which Owner receives Contractor's final approved application for payment and 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 deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, 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 Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

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.6 FINAL PAYMENT**

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor 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 application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents 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 (1) 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, (2) 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, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If 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, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner'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, 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 or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building and fire 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. The Owner has no responsibility for Work site safety. Work site safety shall be 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, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles 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 shall 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 limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. 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 prudent or 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 shall 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 Work or Contractor's obligations under 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 regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed 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 Laws. 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 Laws;
- (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 and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-142-0050, to applicable federal, state, and local regulatory and emergency response agencies. 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 numbers, and any and all other documentation required by law.)

- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when 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 between Contractor and members of the press or State, local or federal officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personal 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 by 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, property or the environment.

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, employees, guests, visitors, invitees and 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, 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., (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 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. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise 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 any Subcontractor to start Work.

## **G.3 INSURANCE**

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage. 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 the minimum amount required by statute 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 coverage 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 forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees ("soft costs") associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor is negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, 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. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

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 as loss payee. 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 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon issuance of a Supplement, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Supplement, Commercial General Liability Insurance covering bodily injury and property damage in the amount of \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the

indemnities 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.

- 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, 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 \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on site.
- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Supplement.
- G.3.4.4 "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 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 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. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.5: Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.6 Pollution Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of \$3,000,000 naming Owner as "additional insured," as noted in the "additional insured section below.
- G.3.5 Additional Insured: The general liability insurance coverage, professional liability, umbrella, and pollution liability if required, shall include the Owner 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 Owner 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 Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 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: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is

no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to this Contract, unless all required insurance remains in effect. 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 Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor acknowledges and agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

- 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 for this contract. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible 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 conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. 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 subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Supplement.
- 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. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, 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 Supplement Amendment, 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 provisions 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, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, with labor trades, and long lead items broken down by



building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. 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, 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 Nothing in this Section I.2 shall 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 such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.

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.

estate fails to assume the Contract within a reasonable time;

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

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

J.1.1 The Owner 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, 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 Work 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 may 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 shall owe 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

(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

(f) If Contractor is otherwise in breach of any part of the Contract.

(g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

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 Owner or the public.

J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or 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.

J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In

the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

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

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

As a condition of final payment (and subject to the provisions of section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire project to Owner. 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 prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all 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 shall review and return one O & M Manual for any modifications or adjustments 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 and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

### **K.3 COMPLETION NOTICES**

- K.3.1 Contractor shall provide Owner written 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 Punch List 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 approved notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 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. 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 with submission of the request for the Substantial Completion notice.

### **K.4 TRAINING**

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the

Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session conducted at the Work site after the equipment and/or system is completely installed and operational in its normal operating environment.

### **K.5 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 Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

### **K.6 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 and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

### **K.7 CERTIFICATE OF OCCUPANCY**

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

### **K.8 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, site admittance badges, and all other pertinent items. Upon notice from Owner, 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.9 SURVIVAL**

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.

**RETAINER CONTRACT SUPPLEMENT  
OUS RETAINER CONTRACT FOR CONSTRUCTION  
RELATED SERVICES**

Supplement No.  
Project Name  
Owner's Project  
Manager

This Retainer Contract Supplement dated \_\_\_\_\_ (the "Supplement") is entered into between:

"Contractor":

Federal Tax ID No.

and "Owner":

The State of Oregon, acting by and through the State  
Board of Higher Education, on behalf of:

(collectively, the "Parties") pursuant to the Retainer Contract for Construction Related Services between the Parties terminating June 30, 2014 (the "Retainer Contract"). Capitalized terms have the meaning defined in the OUS Retainer General Conditions unless otherwise defined in the Retainer Contract or herein.

**1. DESCRIPTION OF THE PROJECT.** The project to which this Supplement pertains is described as follows: \_\_\_\_\_ (the "Project").

**2. WORK TO BE PERFORMED.** Contractor shall perform the following work on the Project : \_\_\_\_\_ (the "Work"). Contractor will perform the Work according to the terms and conditions of this Supplement and the Contract Documents, which are incorporated herein by this reference.

**3. SCHEDULE.** Contractor shall perform the Work according to the following schedule: \_\_\_\_\_ (the "Schedule").

**4. COMPENSATION.** Owner shall compensate Contractor for Work  (a) in the firm, fixed-price amount of \$ \_\_\_\_\_; or  (b) on a time and materials basis subject to a maximum not-to-exceed price of \$ \_\_\_\_\_; in accordance with the requirements of the OUS Retainer General Conditions. If the Work is performed on a time and materials basis, Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

The cost of the Work under this Supplement, even if this Supplement is later amended to include additional work, must not exceed the greater of \$1,000,000 or the maximum allowable under

OAR 580-063-0030.

**5. TERM.** This Supplement is effective on the date it has been signed by every Party hereto and all approvals required by Applicable Law have been obtained (the “Effective Date”). No Work shall be performed or payment made prior to the Effective Date. Contractor shall perform its obligations in accordance with the Contract Documents, unless this Supplement is earlier terminated or suspended.

**6. PERFORMANCE AND PAYMENT BONDS.** The performance and payment bond requirements for this Project are as follows (check one of the following):

As a condition precedent to the effectiveness of this Supplement and to Owner’s obligation to make payment for the Work, Contractor shall provide the Owner with a performance bond and a separate payment bond in a sum equal to the Contract Price stated in Section 4 of this Supplement.

This Project has a Contract price of \$100,000 or less, and Owner has determined that performance and payment bonds will not be required for this Project.

**7. MINIMUM WAGE RATES.**

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 Retainer 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 Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, \_\_\_\_\_, 20\_\_\_\_, as amended \_\_\_\_\_, 20\_\_\_\_ [~~delete “as amended \_\_\_\_\_, 20\_\_\_\_” if there have been no amendments since last rate change~~], which can be downloaded at the following web address:

[[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml)]

The Work will take place in \_\_\_\_\_ County, Oregon.

**8. TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “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.

**9. INSURANCE REQUIREMENTS.**

Contractor shall comply with and obtain the insurance coverage amounts stated in the OUS Retainer General Conditions.

The Owner has determined that the Contractor shall obtain insurance in the amount described in the Retainer Supplemental General Conditions, attached hereto.

**10. KEY PERSONS.**  If checked here, the following provision is incorporated into this Supplement:

The Parties agree that certain Contractor personnel are specifically valuable to the Project (“Key Persons”). Key Persons shall not be replaced during the Project without the written consent of Owner, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Owner shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Owner, 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. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Owner’s written consent in accordance with this Section. The Key Persons for this Project are the following:

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

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

**Job Superintendent:** \_\_\_\_\_ shall be Contractor’s on-site Job Superintendent throughout the Project term.

**Project Engineer:** \_\_\_\_\_ shall be Contractor’s Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

**11. OTHER TERMS.** Except as specifically modified by this Supplement, all terms of the Retainer Contract remain unchanged.

**12. EXECUTION AND COUNTERPARTS.** This Supplement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**Contractor hereby confirms and certifies that the representations, warranties, and certifications contained in the Retainer Contract remain true and correct as of the Effective Date of this Supplement.**

IN WITNESS HEREOF, the Parties have duly executed this Supplement as of the dates indicated below.

, Contractor

The State of Oregon, acting by and through

the State Board of Higher Education, on  
behalf of \_\_\_\_\_, Owner

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

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

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

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

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

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

**RETAINER CONTRACT SUPPLEMENT AMENDMENT  
OUS RETAINER CONTRACT FOR CONSTRUCTION  
RELATED SERVICES**

Supplement No.:  
Amendment No.:  
Project Name:

This Amendment dated \_\_\_\_\_ to the Retainer Contract Supplement is entered into between:

“Contractor”:

Federal Tax ID No.

and “Owner”:  
The State of Oregon, acting by and through the State  
Board of Higher Education, on behalf of:

(collectively the “Parties”) pursuant to the Retainer Contract for Construction Related Services between the Parties expiring June 30, 2014 (the “Retainer Contract”). Capitalized terms have the meaning defined in the OUS Retainer General Conditions unless otherwise defined in the Contract Documents.

**1. SERVICES:** The Work described in the Retainer Contract Supplement is being amended as follows: \_\_\_\_\_.

**2. SCHEDULE.** The schedule contained in Section 3 of the Retainer Contract Supplement is hereby replaced in its entirety with the following schedule: \_\_\_\_\_.

**3. COMPENSATION.** Section 4 of the Retainer Contract Supplement, is hereby replaced in its entirety with the following:

“Owner will compensate Contractor for Work  (a) in the firm, fixed-price amount of \$ \_\_\_\_\_ ; or  (b) on a time and materials basis subject to a maximum not-to-exceed price of \$ \_\_\_\_\_; in accordance with the requirements of the OUS Retainer General Conditions. If the Project is done on a time and materials basis, Contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

The total cost of Work including the original amount contemplated in the Supplement and the additional amount contemplated in this Amendment, must not exceed the greater of \$1,000,000 or the maximum allowable under OAR 580-063-0030.”



**4. TERM.** This Amendment is effective on the date it has been executed by the Parties and all required approvals have been obtained (the “Effective Date”). No Work will be performed or payment made prior to the Effective Date.

**5. TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “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.

**6. EXECUTION AND COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**Contractor hereby confirms and certifies that the representations, warranties and certifications contained in the Retainer Contract and the Retainer Contract Supplement remain true and correct as of the Effective Date of this Amendment.**

IN WITNESS HEREOF, the Parties have duly executed this Amendment as of the dates indicated below.

\_\_\_\_\_, Contractor

The State of Oregon, acting by and through  
the State Board of Higher Education, on  
behalf of \_\_\_\_\_, Owner

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

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

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

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

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

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

# PREVAILING WAGE RATES

for

## Public Works Contracts in Oregon



**OREGON BUREAU OF LABOR AND INDUSTRIES**

**Brad Avakian  
Commissioner  
Bureau of Labor and Industries**

**Effective: July 1, 2012**

as amended October 1, 2012

[http://www.oregon.gov/boli/WHD/PWR/pages/july2012\\_index.aspx](http://www.oregon.gov/boli/WHD/PWR/pages/july2012_index.aspx)  
[http://www.oregon.gov/boli/WHD/PWR/docs/Oct\\_1\\_2012\\_Amend.pdf](http://www.oregon.gov/boli/WHD/PWR/docs/Oct_1_2012_Amend.pdf)

## CapCon MWESB Subcontractor Report

<b>REPORT BEING SUBMITTED</b>	
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### OVERALL PROJECT DATA

Reporting Period	2011
Campus	
General Contractor's Name	
Contract Number	
Project Name	
Contract Execution Date (Date Contract was Signed by the Owner)	
Date of Final Payment Application	
Initial Total Contract Value	
Total Contract Value billed within the fiscal year (July 1 - June 30)	
Final Total Contract Value	
Total Number of Subcontractors Used on Project	
Total Number of First-Tier Subcontractors Used on Project	
Number of First-Tier MWESB Subcontractors	

### CALCULATED REPORTING DATA (Self Calculating - No Data Entry)

Number of MWESB Subcontractors	0
% MWESB Subcontractors	
% First-Tier MWESB Subcontractors	

#### CERTIFIED MWESB TOTALS

Value Awarded to MWESB Contractors	\$0.00
% Value Awarded to MWESB Contractors	
Value - <b>minority-owned</b> MWESB subcontractors	\$0.00
% - <b>minority-owned</b> MWESB subcontractors	
Value - <b>women-owned</b> MWESB subcontractors	\$0.00
% - <b>women-owned</b> MWESB subcontractors	
Value - <b>emerging small business</b> MWESB subcontractors	\$0.00
% - <b>emerging small business</b> MWESB subcontractors	

#### SELF-IDENTIFIED or OTHER CERTIFIED MWESB TOTALS

Value - <b>self-identified or other certified</b> subcontractors	\$0.00
% - <b>self-identified or other certified</b> subcontractors	

#### OVERALL PROJECT CONTRACT HISTORY

% Value Awarded to MWESB Contractors at Initial Contract	#DIV/0!
% Value Awarded to MWESB Contractors at Final Contract	#DIV/0!

#### FOR OFFICIAL USE ONLY:

Date Received by the Campus	
Initials of Campus staff who checked the document	



Created: September 15, 2011/Updated 4/3/12

Purpose of File:

Each Fiscal year, the OUS campuses are required to report data to the State Legislature on Minority, Women and Emerging Small Business Contractors and Sub-Contractors who provide goods and services. Various statistics are calculated, based on the data input being provided by the contractors. This file is for the collection of the data for each project by contract. Each University will compile statistics associated with all of their contracts during each fiscal year. Once consolidated at the University level, the information is sent to OUS who in turn consolidates all of the information from the seven institutions and reports it to the Legislature.

General Information on how to use the file:

You will fill this form out at least twice for your project. Small projects that do NOT span over the end of a fiscal year (June 30 – July 1) will require two submittals (An Initial and a Final). Any project spanning over the end of a fiscal year will require three submittals (Initial, Year-End and Final). For larger projects that span over multiple fiscal years, the Year-End report will need to be submitted multiple times.

The first Submittal will always be the “Initial” report which is due within 10 days of the execution of the contract or in the case of a CM/GC contract, the establishment of an Early Work Amendment or Guaranteed Maximum Price Amendment.

At the end of every fiscal year, you are required to submit a “Year-End” report.

At the completion of the project you are required to submit a “Final” report.

- 2) The areas shaded in gray in the OVERALL PROJECT DATA section are for input by the Contractor. The gray portion of the “Individual Contractor/Sub-Contractor Data Entry Matrix” is also an area intended for Contractor input.
- 3) For some items, a drop-down box is provided. This is to maintain the consistency of data used to sort information.
- 4) For other items, simply type in the information. If the type of information typed in is incorrect, you will get an error message or your results may look incorrect. For example, when you enter a date, simply type it: 8/17/11. You do not need to spell out the month.

Saving your file:

- 1) FILE NAMING CONVENTION – All files submitted to the campus shall be named as defined by the following naming convention: (filename = FYXX\_ContractNumber\_SubmissionStatus)

FYXX = XX refers to the two digit extension of the year. Example “FY12” for Fiscal Year 2012.

Include an underscore between the FYXX and the Contract Number. There should be no blanks in the filename.

ContractNumber = Insert the number that is established on the front of your contract with the campus.

Include an underscore between the Contract Number and the Submission Status. There should be no blanks in the filename.2)

SubmissionStatus = "I" for Initial; "Y" for Year end; "F" for Final. This should correspond with what you select at the top of the report as explained in item 1 of “Filling Out the Form” below.

Filling Out the Form:

- 1) Use the drop-down box adjacent to the REPORT BEING SUBMITTED heading to pick the corresponding report you are submitting for your project. This will establish highlighted headings (in light green) in the “Individual C/S-C Data Entry Matrix” & OPERALL PROJECT DATA sections that define for you which columns or rows should be completely filled out prior to submission.

- 2) Next, fill in the information in the OVERALL PROJECT DATA section. Again, rows highlighted in green will tell you which cells to fill in based upon the type of report being submitted. Only fill in the cells that are highlighted. The top 5 cells should remain the same for the duration of the reporting on the project. Cell B-11 should also remain unchanged after the initial submittal. Cells B-14 thru B-16 may change over the life of the project if you add additional sub-contractors as the project progresses.
- 3) Once you have completed the OVERALL PROJECT DATA section, begin entering each sub-contractor in the "Individual C/S-C Data Entry Matrix table. Columns F, J, K & L are drop-down selections in the table area. Just pick the appropriate response for these columns. There are "notes" that pop up as you select cells in the columns that help explain what information is needed for each column.
- 4) **IMPORTANT:** Use the tab key to move across the columns. This is necessary in order to avoid generating false information in the cells so that calculations occur appropriately.
- 5) The first two rows of the Matrix are formatted to receive information. They will be identified in bright red when you make the selection of the type of form you are submitting (Cell B-1). To add another row that is properly formatted (like the rows above it), simply press the tab key when you get to the last column in the row you just filled in.
- 6) To change information in a cell, simply type over it or press the Delete key on your keyboard. Using other methods to change data can cause unwanted results. For example, copy and paste can add unwanted data. Using the spacebar to delete information actually leaves behind a space—which is a character—which will cause math errors.
- 7) You must have a State of Oregon Certification Number OR indicate that a contractor is self-identifying as a MWESB. If you have not filled in one of these, then the Name of the Contractor will remain bright red (which is an error symbol).
- 8) All cells in the CALCULATED REPORTING DATA section are automatically generated formulas and cannot be changed.
- 9) Columns to be completed are as follows:
  - Name of MWESB General/ Subcontractor:** List each MWESB used on the project (all tiers). If you as the General, are an MWESB contractor, submit your information in the first row.
  - State of Oregon MWESB Certification Number:** This is the number provided when a contractor or subcontractor applies for and receives this certification. Enter this number.
  - Self-Identified or Other Certified:** If a sub-contractor indicates that they are a women, minority or emerging small business, but doesn't have certification, indicate here by identifying with a "Yes" by picking it from the drop-down box.
  - Initial Sub-Contract Value:** This is the value of the subcontract-with the specific contractor listed, not to be confused with the value of the overall construction contract between the Contractor and the Owner. Once this number is entered, it should not change on subsequent submittals of the form.
  - Sub-Contract value billed within the fiscal year (July 1-June 30):** This is the value for work performed during the year being reported. If your reporting requirements span multiple years due to the size of your project, this information may be replaced by new information for subsequent years.
  - Final Sub-Contract Value:** This is the final value of the sub-contract, including any additions or deductions that occur over the course of the project.

**MORE THAN ONE OF THE FOLLOWING CATEGORIES CAN BE SELECTED:**

  - Minority-Owned:** Certified by the State of Oregon or self-identifying; select Yes from the drop-down if it applies or leave blank if it does not.
  - Women-Owned:** Certified by the State of Oregon or self-identifying; select Yes from the drop-down if it applies or leave blank if it does not.
  - Emerging Small Business:** Certified by the State of Oregon or self-identifying; select Yes from the drop-down if it applies or leave blank if it does not apply.
- 10) Check your work prior to submitting the document to make sure that all cells in (light green) highlighted rows or columns are completed. If you do not have light green highlights showing up on your document, please return to #1 in this section and follow the directions given. REMEMBER TO SAVE YOUR FILE AGAIN NOW.

Submitting your Form:

Follow the directions as provided by the campus you are contracted with to submit this document. Typically you should be given an E-mail address within your contract transmittal or cover letter for which to submit the file.

SECTION 01 11 00

SUMMARY OF WORK

Part 1 - General

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered in the contract documents includes, but is not limited to, all necessary materials and labor to:
  - 1. Retrofit two (2) variable frequency drives and two (2) motors in supply fans in the basement Mechanical Room B45 of Klamath Hall.
  - 2. Retrofit electrical elements of the building power distribution system in the basement and first floor areas, as shown on accompanying drawings.
- B. Contractor's Duties:
  - 1. Provide and pay for labor, materials, tools, equipment, superintendence, temporary facilities and services necessary for proper execution and completion of the work.
  - 2. The work covered by the contract documents may occur in the same areas of the building concurrent with work provided by other contractors.
  - 3. Comply with building codes, ordinances and regulations of public authorities.
  - 4. Provide all permits (Monitor and retrieve the permit application for the UofO to the City as required), arrange for required inspections, and provide approved inspection reports to Owner per Section 01 77 00. Owner will pay all plan check, systems development and permit fees.

1.02 CONTRACTS

- A. Construct Work under a single fixed price contract.

1.03 CONTRACT TIME

- A. On-site work may not commence until Agreement is executed, and until acceptable certificate of insurance is received by the Owner.
- B. The work shall be substantially complete, inspected, and available for Owner occupancy on or before December 28, 2012.
- C. Final Completion shall occur on or before January 4, 2013.

1.04 OWNER OCCUPANCY

- A. Owner, staff, and students may occupy the building during construction, but the kitchens will be shut down during this period. Maintain full required egress from building during the construction period.
- B. Coordinate with owner to minimize disruption or interruption of building access, exitways, and utilities.
- C. Coordinate construction schedule and site operations with Owner's Project Manager to eliminate schedule conflicts and to facilitate Owner, staff, and student use of the site. On-site work hours are 7:00 a.m. to 5:00 p.m., unless specifically modified in writing by the Owner's Project Manager.

1.05 CONTRACTOR USE OF PREMISES

- A. Contractor shall coordinate access to premises with Owner's Project Manager for execution of the work. Emergency situations may cause the temporary suspension of the work.
- B. Confine operations at site to areas permitted by Owner's Project Manager.

- C. Do not unreasonably encumber Site with materials or equipment. Contractor shall move any stored products, under Contractor's control, which interfere with operations of Building.
- D. Do not load structure with weight that will endanger structure.
- E. Assume full responsibility for protection and safekeeping of products and equipment stored on premises.
- F. Obtain and pay for use of additional storage or work areas required for operations.
- G. In general, storage and/or parking is not available in this area.
- H. The Contractor shall schedule the performance of all work with Owner's Project Manager and conform to those scheduling requirements as required by the Owner's Project Manager.
- I. Site visits for the purpose of dimensional verification will be allowed but must be coordinated with the Owner's Project Manager.
- J. In the event that building services (including mechanical, electrical, and plumbing) need to be shut down to facilitate the work of the project, the shutdowns are to be requested in writing and coordinated with the Owner's Project Manager ten (10) days in advance. Coordinate duration and scheduling of the shutdown with the Owner's Project Manager.
- K. For all disruptive, noise, odor, etc. work within occupied buildings (or close neighboring buildings) the Contractor must notify the Owner's Project Manager for distribution of such notice to campus a minimum of 48 hours prior to start of such work. Especially disruptive activities must be coordinated and scheduled with the Owner's Project Manager to avoid conflicts with Labs, lectures, and classes.
- L. The Contractor is responsible to obtain their own hanging type parking permits for their use during the project construction period. Any additional space or extension of parking beyond the construction period can be arranged at the Contractor's expense through the University of Oregon Department of Public Safety, 541-346-5444.

#### 1.06 EXAMINATION OF SITE

- A. Data in these Specifications and on the Drawings are as accurate as possible, but are not guaranteed. Bidders shall visit the site, familiarize themselves with all existing conditions and be prepared to carry out the work within the existing limitations. The Contractor shall verify locations, levels, distances, conditions of finishes, and features related to the improvements that may affect the work. No allowances will be made in the Contractor's behalf for any extra expense resulting from failure or neglect in determining the conditions under which work is to be performed.

#### 1.07 CHANGES TO THE WORK

- A. Change order requests may be initiated by Engineer, Owner or Contractor. Contractor is not to proceed with any Change Order until a signed Modification is received from the Owner. Changes shall be made in accordance with Section 01 26 00, Change Order Procedures.

#### 1.08 MATERIALS AND PRODUCT OPTIONS

- A. Product listings are for informational purposes establishing a general standard of quality and the University of Oregon is making no warranty of availability or fitness of the products for use. See Section 01 25 00, Substitutions and Product Options.

#### 1.09 SAFETY

- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. In no case shall the Owner or Engineer be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in



connection with the work, nor shall the Owner or Engineer be responsible for the Contractor's failure to employ proper safety procedures.

#### 1.10 ASBESTOS, LEAD-BASED PAINT, AND OTHER HAZARDOUS MATERIALS

- A. General: The Owner had made a reasonable attempt to locate and identify asbestos, lead-based paint, or other hazardous materials that may be encountered during the course of the Work. Hazardous materials removal and/or encapsulation will be handled by the Owner under separate contract, in accordance with the following paragraphs and University policy.
- B. If, during the course of Work, the Contractor observes or suspects the existence of asbestos in the structure or components of the building, the Contractor shall immediately stop work in the immediate area and notify the Owner's Project Manager, who will, under separate contract, remove or encapsulate the asbestos.
  - 1. The Owner will arrange for the removal of asbestos, lead-based paint, or other hazardous materials as required by utilizing either Facilities Services personnel, or by separate contract; Owner's choice.
  - 2. The Contractor will be required to schedule three (3) days of slack or "down" time for the removal of hazardous materials, without penalty to Owner, for the delay of contract.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 23 00

ALTERNATES

Part 1 - General

1.01 SECTION INCLUDES

- A. Description of alternates.

1.02 RELATED SECTIONS

- A. Document B-2 - Instructions to Bidders: Instructions for preparation of pricing for alternates.
- B. Document B-7 - Retainer Supplement Agreement Form: Incorporating monetary value of accepted alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.04 SCHEDULE OF ALTERNATES

- A. There are no alternates for this project.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SUBSTITUTIONS AND PRODUCT OPTIONS

Part 1 - General

1.01 DESCRIPTION

- A. Section describes requirements for product substitutions during the course of Work.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified by naming products or manufacturers, select any product and manufacturer named.
- B. For products specified by naming only one product and manufacturer when necessary there is no option.

1.03 SUBSTITUTIONS

- A. During bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Section.
- B. After Bid award, Engineer and Owner will consider formal requests for Contractor for substitution of products in place of those specified when submitted in accordance with the requirements of this Section. One or more of the following conditions must also be documented:
  - 1. Substitution shall be required for compliance with final interpretation of code requirements or insurance regulations.
  - 2. Substitution shall be due to unavailability of specified products, through no fault of Contractor.
  - 3. Substitution may be requested when subsequent information discloses inability of specified products to perform properly or to fit in designated space.
  - 4. Substitution may be due to manufacturer's or fabricator's refusal to certify or guarantee performance of specified product as required.
  - 5. Owners request.
  - 6. Reduction in Contract time or Contract sum. Substitution may be allowed if any product specified is significantly higher in cost than the proposed substitution and the proposed substitution receives the Engineers approval and the contractor is willing to negotiate a credit to the contract sum.
- C. Submit four copies of Request for Substitution. Include in request:
  - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  - 2. Product identification, including manufacturer's name and address.
  - 3. Manufacturer's literature:
    - a. Product description.
    - b. Performance and test data.
    - c. Reference standards.
  - 4. Data relating to changes in construction schedule.
- D. For requests submitted after Contract Award, provide accurate cost data on proposed substitution in comparison with product or method specified.
- E. In making Request for Substitution, contractor represents:
  - 1. He has personally investigated proposed product or method and determined it equal or superior in all respects to that specified.
  - 2. He will provide same guarantee for substitution as for product specified.
  - 3. He will coordinate installation of accepted substitution into Work, making such changes as required for Work to be complete in all respects.
  - 4. He waives all claims for additional costs related to substitution which consequently become apparent.

- F. Substitutions will not be considered if:
  - 1. They are indicated or implied on shop drawings or project data submittals without request submitted as specified in this section.
  - 2. Acceptance will require substantial revision of Contract Documents.

1.04 ACCEPTANCE

- A. If the Contractor complies with the requirements of this Section and in the Engineer's opinion, the proposed product is acceptable in lieu of the one or more specified, the Engineer will issue an Architect's Supplemental Instructions (AIA G710) where contract sum or time is not effected, or a Change Order Request where contract sum or time is effected.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 26 00

CHANGE ORDER PROCEDURES

Part 1 - General

1.01 SECTION INCLUDES

- A. Submittals.
- B. Documentation of change in Contract Sum/Price and Contract time.
- C. Change procedures.
- D. Construction Change Directive
- E. Stipulated sum change order.
- F. Time and material change order.
- G. Execution of change orders.
- H. Correlation of Contractor submittals.

1.02 SUBMITTALS

- A. Contractor shall submit in writing, the names of those individuals considered to be "authorized" to execute agreements, Change Orders, Construction Change Directives, certifications, etc. on behalf of the Contractor and be responsible for informing others in Contractor's employ or subcontractors of changes to the Work.

1.03 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis, submitted to Owner's representative daily. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes, insurance and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time.
  - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
  - 1. Origin and date of claim.
  - 2. Dates and times work was performed, and by whom.
  - 3. Time records and wage rates paid.
  - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 5. Submit an itemized list of labor and materials including not more than 15 percent overhead and profit with each Construction Change Directive.

1.04 CHANGE PROCEDURES

- A. Comply with Oregon University System Standard General Conditions, Changes in Work Ordered by Owner and Basis of Adjustment in Contract Amount.

- B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract time by issuing supplemental written instructions.
- C. The Engineer may issue a Proposal Request (PR) which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit fixed price quotation within 5 working days.
- D. The Engineer may issue an Engineer's Supplemental Instruction (ESI) which includes a detailed description of a proposed clarification with supplementary or revised Drawings and Specifications. Contractor will advise and submit fixed price quotation within 5 working days, if clarification has costs involved.
- E. The Contractor may propose a change by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 25 00.
- F. All Proposal Requests shall result in a Construction Change Directive (CCD) for review and action by Owner.

#### 1.05 CONSTRUCTION CHANGE DIRECTIVE (CCD)

- A. Engineer may issue a Construction Change Directive (CCD) signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.
- C. Contractor shall promptly execute the change in Work.

#### 1.06 STIPULATED SUM CHANGE ORDER

- A. Based on Construction Change Directive (CCD) and Contractor's fixed price quotation, a Change Order will be prepared and processed for those items accepted.

#### 1.07 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- B. Engineer will recommend to the Owner any change allowable in Contract Sum/Price and Contract time as provided in the Contract Documents.
- C. Maintain detailed records of work done on Time and Material basis, submitted to Owner's representative daily.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

#### 1.08 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- B. Change Orders are not authorized unless signed by Owner, Contractor, and Engineer.

- C. Order of Signature: All Change Orders shall be signed in the following order:
  - 1. Contractor.
  - 2. Engineer.
  - 3. Owner.

#### 1.09 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

#### 1.10 LOGS

- A. Contractor shall maintain accurate logs for all Proposal Requests, Construction Change Directives, and Change Orders showing amount, status, etc.
- B. Logs to be submitted with each Application for Payment.

#### Part 2 - Products (Not Used)

#### Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 29 00

APPLICATIONS FOR PAYMENT

Part 1 - General

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of Applications for Payment.

1.02 FORMAT

- A. AIA Document G702 - Application and Certificate for Payment 1992 Edition, including continuation sheets when required.

1.03 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedule, including the following:
    - a. Application for Payment forms with Continuation Sheets
    - b. Submittals Schedule
    - c. Contractor's Construction Schedule
  2. Submit the Schedule of Values to Engineer and Owner at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each specification section.
1. Identification: Include the following Project identification on the Schedule of Values.
    - a. Project name and location
    - b. Name of Engineer
    - c. Engineer's project number
    - d. Contractor's name and address
    - e. Date of submittal
  2. Submit draft of AIA Document G703, Continuation Sheets.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of the part of the Work.
  7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.



#### 1.04 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form or on electronic media print.
- B. Execute certification by signature of authorized officer. Contractor shall designate in writing, the names of those individuals considered to be "authorized" to execute agreements, certifications, etc. on behalf of the Contractor.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work. Do not include change orders which have not been fully executed prior to the date of application for payment.
- E. Prepare Application for Final Payment as specified in Section 01 77 00.

#### 1.05 SUBMITTAL PROCEDURES

- A. Submit 3 copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Payment Period: Submit at monthly intervals.
- D. Comply with General Conditions, Application for Payments by Contractor.
- E. Provide Certificate of Insurance covering the value of materials stored off-site.
- F. Pay Owner's and Engineer's travel and subsistence costs to inspect items stored off-site for which payment is requested.
- G. Prevailing Wage Rates: Submit 3 copies of wage certifications with Application for Payment in accordance with ORS Chapter 279. Submit in accordance with prescribed schedule. Submit certified copies of wage certifications to State of Oregon, BOLI in accordance with ORS Chapter 279.

#### 1.06 SUBSTANTIATING DATA

- A. When Owner or Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide 3 copies of data with cover letter for each item submitted. Show application number and date, and line item by number and description.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 31 00

COORDINATION

Part 1 - General

1.01 GENERAL

- A. Coordinator: Contractor is responsible for overall coordination of Project.
  - 1. 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.
  - 2. Coordination shall not be limited to Contractor's activities under this project, but shall extend to all trades, delivery activities, and work of other projects including work of the Owner in accordance with General Conditions.
  - 3. Contractor shall coordinate all work so that all specified individual work tolerances are achieved. Tolerances shown or specified within assemblies are not cumulative.
  - 4. Schedule and coordinate the performance of all work on site with the Owner's Representative.
- B. Schedule work in accordance with current Project Progress Schedule and other work in this space.
  - 1. Coordinate schedules of all trades.
  - 2. Verify timely deliveries of products for installation by all trades.
  - 3. Verify that labor and equipment are adequate for work and schedule.
  - 4. Verify that material deliveries are adequate to maintain schedule.
- C. Coordinate changes to assure that:
  - 1. Requirements of Contract Documents are fulfilled.
  - 2. Changes in Contract requirements of all affected trades are reflected in executed Change Orders.
- D. Maintain Record Documents.
- E. Ascertain need for cutting and patching.
  - 1. Coordinate with work of other trades.

1.02 DIVISION OF RESPONSIBILITIES

- A. For convenience, these Specifications are arranged in several trade sections, but in no case shall such separation be considered as the limits of the work required of any sub-contractor or trade. The terms and conditions of such limitations are wholly between the Contractor and the subcontractor(s).

1.03 PROJECT DRAWINGS

- A. Mechanical, and electrical drawings are diagrammatic. Additional components, offsets and bends may be required.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 31 50

PROJECT MEETINGS

Part 1 - General

1.01 PRE-CONSTRUCTION MEETING

- A. Engineer, Contractor, and Owner will meet prior to start of construction (within seven days after notice to proceed) to discuss at least the following topics and any others of mutual interest.
1. Signed contracts.
  2. List of subcontractors.
  3. Insurance coverage.
  4. Bonds.
  5. Job Inspections.
  6. Early purchase of, and/or lead time requirements for material and equipment.
  7. Pre-purchased equipment
  8. Monthly payment date.
  9. Portion of site to be occupied by construction.
  10. Parking.
  11. Maintenance of access and safety.
  12. Processing of field decisions and change orders.
  13. Labor provisions.
  14. Material Submittals.
  15. Owner access during construction.
  16. Review of Contract Documents.
  17. Coordination procedures and separate contracts.
  18. Progress Schedule.
  19. Critical work sequencing.
  20. Safety and Emergency Procedures.
  21. Security Procedures
  22. Hazardous Materials.

1.02 PROGRESS MEETINGS

- A. The Contractor will schedule and administer Progress Meetings and will:
1. Prepare Agendas.
  2. Schedule progress meetings each week at time and day to be determined.
  3. Make physical arrangements for and preside at meetings.
  4. Record minutes and include decisions.
  5. Distribute copies of minutes to the following, within 4 days after meetings:
    - a. Meeting participants
    - b. Parties affected by decisions
    - c. Owner
    - d. Engineer
    - e. Architect
- B. Location of Meetings: Project site.
- C. Attendance:
1. The Owner or the Owner's Representative
  2. Contractor
  3. Subcontractors affected by agenda
  4. Project Engineer

5. Minimum Agenda:
6. Review and approve minutes from previous meeting.
7. Review work progress since previous meeting.
8. Discuss field observations, conflicts, and issues.
9. Review delivery schedules, construction schedule, and identify problems which impede planned progress.
10. Review proposed changes.
11. Material Submittals.
12. Note all new subcontractors performing work at the job site.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 32 00  
PROGRESS SCHEDULE

Part 1 - General

1.01 DESCRIPTION

- A. WORK INCLUDED: Submit progress schedule as specified in this and other Sections.
- B. Submit to Owner for Approval: Progress Schedules.
- C. Owners Representative and Contracting Officer will review submittals for conformance with Contract Documents.

1.02 PROGRESS SCHEDULE AND PROGRESS REPORT REQUIREMENTS

- A. Content:
  - 1. Show product delivery and installation dates for all major products.
  - 2. Show dates for Substantial Completion and Final Completion.
  - 3. Show anticipated dates for outages of any building utilities.
- B. Updating:
  - 1. Indicate progress of each activity, show revised completion dates.
  - 2. Provide listing of current and anticipated accelerations and delays.
  - 3. Describe proposed corrective action when required.

1.03 CORRECTIONS

- A. Owner will review for conformance with the contract documents and return the submittals requiring corrective action, with such corrections noted thereon.
- B. Immediately incorporate required corrections in submittals and resubmit for further review, if required.

1.04 REQUIRED SUBMITTAL QUANTITIES TO CONTRACTING OFFICER

	<u>Reproducible Transparencies</u>	<u>Opaque Prints</u>
A. Construction Schedule: 8-1/2 x 11 in. size	0	1

1.05 SCHEDULE FOR SUBMITTALS: (QUANTITIES IN DAYS)

	<u>Contractor First Submittal</u>	<u>Update and Resubmit</u>
A. Progress	5 days after notice to proceed	3 week look ahead - every two weeks

Part 2 – Products (Not Used)

Part 3 – Execution (Not Used)

END OF SECTION

SECTION 01 33 00

SUBMITTALS

Part 1 - General

1.01 DESCRIPTION

- A. WORK INCLUDED: Submit progress schedule, shop drawings, product data, samples, and list of products as specified in this and other Sections.
- B. Submit to Owner for Approval: Progress Schedules and reports, and Project Data as required by each Specification Section.
- C. Owners Representative and Contracting Officer will review submittals for conformance with Contract Documents.

1.02 PROGRESS SCHEDULE AND PROGRESS REPORT REQUIREMENTS

- A. Content:
  - 1. Show product delivery and installation dates for all major products.
  - 2. Show dates for Substantial Completion, Final Completion, and Owner occupancy.
  - 3. Show anticipated dates for outages of any building utilities.
- B. Updating:
  - 1. Indicate progress of each activity, show revised completion dates.
  - 2. Provide listing of current and anticipated accelerations and delays.
  - 3. Describe proposed corrective action when required.

1.03 SHOP DRAWINGS

- A. Submit shop drawings, required by Contract Documents for execution of Work to Engineer. All submittals shall be submitted within 10 days after the notice to proceed (see also SCHEDULE FOR SUBMITTALS). The Contractor shall review the project schedule requirements and accelerate the document submittals as required to facilitate delivery of equipment to the site to meet the project schedule.
- B. Provide shop drawings with cross-reference to drawing and detail numbers on Contract Drawings to facilitate review.
- C. Provide shop drawings which demonstrate:
  - 1. The Contractor understands design concept of certain portions of Work.
  - 2. The equipment and material to be provided meet design and technical requirements of Contract Documents.
  - 3. The methods of fabrication and installation that are proposed to be used.

1.04 PRODUCT DATA

- A. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
- B. Where the specific catalog number and manufacturer specified will be furnished, the contractor may submit a statement of conformance with the Contract Documents in place of the product data.
- C. Bind product data submittals in indexed 3-ring notebook binding system.
- D. Identify data sheets with the section and paragraph number where the product or system is specified.

- E. Equipment and systems must meet performance data even when specified by manufacturer's name and catalog number.
- F. Provide a list of product data which will be submitted after the original submittal of the notebook binding system.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Review submittals prior to submission and provide stamp of approval signed or initialed by Contractor, indicating Contractor has inspected submittals and certifies they are complete, correct and in compliance with Contract Documents.
- B. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineers' approval of submittals unless Engineer gives written acceptance of specific deviations.
- C. Notify Engineers in writing at time of submission of deviation in submittals from requirements of Contract Documents.
- D. Failure of Contractor to review submittals before transmittal to Engineer will be cause for rejection thereof.

1.06 CORRECTIONS

- A. Engineer will review submittals for design concept and conformance with the contract documents and return the submittals requiring corrective action, with such corrections noted thereon.
- B. Immediately incorporate required corrections in submittals and resubmit for further review, if required.

1.07 REQUIRED SUBMITTAL QUANTITIES TO CONTRACTING OFFICER

	<u>Opaque Prints</u>
A. Construction Schedule:	
1. 8-1/2x11 in. size	5
B. Shop Drawings:	
1. 8-1/2x11 in. size	5
C. Product Data:	
1. 8-1/2x11 in. size	5

1.08 SCHEDULE FOR SUBMITTALS: (QUANTITIES IN DAYS)

	<u>Contractor</u>	<u>First Submittal</u>	<u>Update and Resubmit in</u>
A. Progress		5 days after notice to proceed	as required due to changes in schedule
B. Shop Drawings		10 days after notice to proceed	5
C. Product Data		10 days after notice to proceed	--

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION



SECTION 01 45 00

QUALITY CONTROL

Part 1 - General

1.01 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances.

1.02 QUALITY ASSURANCE - 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 Engineer 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. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. Monitor tolerance control of installed 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 Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

Part 1 - General

1.01 DESCRIPTION

- A. Requirements for temporary services and facilities including utility services for construction and support facilities.

1.02 UTILITIES AVAILABILITY TO CONTRACTOR

- A. For the purpose of construction, the Owner will furnish reasonable quantities of water and electricity to the contractor without charge.
- B. The contractor shall be responsible for both temporary utility connections and disconnects, and shall obtain permission of the Owner's Representative prior to accomplishing either.

1.03 FIRST AID

- A. Provide required first aid facilities as required by OSHA governing regulations.

1.04 FIRE PROTECTION

- A. Fire Safety: Take precautions to prevent the possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and unsecured flammable materials.
- B. Fire Fighting Equipment: Provide emergency fire extinguishers of adequate type and quantity, properly maintained. Obtain local Fire department approval of emergency fire extinguisher.
- C. Keep the local Fire Department's telephone number prominently displayed.

1.05 BARRIERS

- A. Provide and maintain barricades around construction operations, as required to protect public, construction personnel, existing facilities and new Work.

1.06 PROTECTION OF WORK AND PROPERTY

- A. The contractor shall at all times, on a continuous basis, during the course of this contract keep buildings and the adjoining paving and premises free from all waste materials and rubbish caused by his employees and/or his subcontractors.
- B. Protect adjacent new and existing construction, against spillage of materials used in carrying out Work.
- C. Keep and store combustible materials at a reasonable distance from buildings.
- D. Repair, resurface, restore or clean Owner's property damaged during construction to new condition or to match condition that existed prior to construction.

1.07 POLLUTION CONTROL

- A. Burning or burying of rubbish and waste materials on Site is prohibited. Provide dump box for collection of waste materials.
- B. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems is prohibited.

1.08 DISPOSAL SITES

- A. Disposal: Disposal of all waste materials and building debris waste items caused by the construction, will be off the site and will be the responsibility of the Contractor.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 60 00

MATERIAL AND EQUIPMENT

Part 1 - General

1.01 DESCRIPTION

- A. Section includes general requirements for handling and storage of construction materials.

1.02 JOB CONDITIONS

- A. Manufacturer's Instructions: Make available, for consultation at job site during installation of the specific item, a copy of manufacturer's installation procedure. For those items provided by Owner, obtain manufacturer instructions from Owner.

1.03 MATERIAL AND EQUIPMENT SELECTION

- A. Comply with standards and specifications including: Size, make, type and quality specified, or as approved in writing by the Engineer.
- B. Manufactured and Fabricated products:
  - 1. Design, fabricate and assemble in accordance with the best engineering and shop practices.
  - 2. Manufacturer like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 3. Two or more items of the same kind shall be identical and by the same manufacturer.
  - 4. Provide products suitable for service conditions.
  - 5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved in writing.
- C. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
- D. Select and install equipment to operate at full capacity without excessive noise or vibration.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. Perform work in accordance with manufacturer's printed installation instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Engineer.
- B. Maintain one set of complete instructions at the job site during installation and until completion.
- C. Handle, install, connect clean, condition and adjust products in strict accordance with the manufacturer's printed instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Engineer for further instructions.
  - 2. Do not proceed with work without clear instructions.

1.05 TRANSPORTATION AND HANDLING

- A. Coordinate product deliveries to avoid work schedule conflicts and/or delays.
- B. Deliver products undamaged, in manufacturers' original containers, with labels intact and legible.
- C. Immediately on delivery, inspect shipments to assure compliance with Contract Documents and approved submittals, and that products are properly protected and undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

## 1.06 STORAGE AND PROTECTION

- A. Store products in accordance with Manufacturer's Instructions, with seals and labels intact and legible, and in a manner to assure they will remain free from damage or deterioration.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Protect equipment and systems from moisture, chemical, or mechanical damage before and after installation.
  - 4. Protect shafts and bearing housings from rust.
- B. Exterior Storage:
  - 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Provide easy access for inspections of stored products. Make periodic inspections for stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation:
  - 1. Provide substantial coverings to protect installed products from traffic and subsequent construction operations.
  - 2. Plug or cap pipe and conduit openings to prevent the entrance of foreign matter. Remove when no longer needed.

## Part 2 - Products

### 2.01 MATERIALS

- A. All equipment, material, and articles incorporated into the work covered by the contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract, and shall be asbestos free. References in the specifications to equipment, material, articles or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may exercise the option to use any equipment, material, article, or process that, in the judgment of the Engineer, is equal to that named in the specification, unless otherwise specifically provided in this contract.
- B. Furnish items new and free from defects; of size, make, type and quality specified, or equal.
  - 1. When two or more items of same kind are required under work, use items of single manufacturer except where specifically exempted.
- C. Component parts of an assembly need not be the product of a single manufacturer unless otherwise indicated.
- D. Capacities, rating, grades, thicknesses, requirements, and equipment sizes and dimensions shown or specified are minimum unless otherwise indicated.

### 2.02 PRODUCTS AND EQUIPMENT

- A. Meet detailed requirements indicated in various sections and provide products and equipment suitable for installation shown. Products and equipment not meeting all specified requirements will not be accepted, even though specified by name along with other manufacturer.
- B. Tolerances used in specified rating or testing standards will not be allowed in determining capacities of products and equipment.

- C. The Drawings are based upon one of the specified manufacturers listed for each particular product or equipment item.
  - 1. The other specified manufacturers and other acceptable manufacturers of products and equipment may require deviations from the drawings to properly install the particular item in accord with manufacturer's recommendations and to provide the results required.
  - 2. Under this Contract provide all work essential to install this equipment at not change in Contract amount and provide shop drawings for review showing deviations required for installation of specific equipment item.
  
- D. Electrical Products:
  - 1. The Contractor shall submit proof that the items which he proposes to furnish under this specification conform to the standard of Underwriters' Laboratories (UL) and/or Canadian Standards Association (CSA). The label of UL and/or CSA shall be accepted as conforming to this requirement.

Part 3 - Execution

3.01 PREPARATION

- A. Inspect existing conditions, project requirements and Contract Documents.
- B. Verify that materials and equipment furnished meet specified requirements.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

3.02 INSTALLATION

- A. Install work in neat and workmanlike manner of highest quality for nature of work performed.
- B. Perform the work, handle, install, connect, clean, condition, and adjust products in strict accordance with manufacturer's printed instructions and with Contract Document requirements.
- C. In case of conflict, Contract Documents shall govern. When in doubt, request clarification.

END OF SECTION

SECTION 01 73 00

CUTTING AND PATCHING

Part 1 - General

1.01 DESCRIPTION

- A. Execute cutting, and fitting of Work required to:
  - 1. Uncover Work to provide for installation of ill-timed Work.
  - 2. Remove and repair defective Work.
  - 3. Remove and replace Work not conforming to requirements of Contract Documents.
  - 4. Install specified Work in existing construction.
- B. In addition to Contract requirements, upon written instruction of Owner.
  - 1. Uncover Work to provide for Engineer's observation of covered Work.
  - 2. Remove samples of installed materials for testing.
  - 3. Remove Work to provide for alteration of existing Work.
- C. Do not endanger any Work or any existing construction through cutting or altering Work or any part of it. Do not cut or alter Work of another contractor without written consent of Owner.

1.02 SUBMITTALS

- A. Cutting of building structural elements is prohibited.
- B. Prior to cutting being done, if outside the original scope of Work, submit cost estimate.
- C. Should conditions of Work or schedule indicate change of materials or methods submit written recommendations to Engineer including conditions indicating change, recommendations for alternative materials or methods and submittals as required for substitutions.
- D. Submit written notice to the Engineer designating time Work will be uncovered to provide for observation.

1.03 PAYMENT FOR COSTS

- A. Cost caused by ill-timed or defective Work, or Work not conforming to Contract Documents including costs for additional services of Engineer shall be borne by the party responsible for the deficiency.

Part 2 - Products

2.01 MATERIALS

- A. For replacement of Work removed, comply with pertinent specification sections for type of Work to be done.

Part 3 - Execution

3.01 INSPECTION

- A. Inspect existing conditions of Work including elements subject to movement or damage during cutting and patching.
- B. After uncovering Work, inspect conditions affecting installation of new products.

### 3.02 PREPARATION

- A. Prior to cutting provide shoring, bracing and support as required to maintain integrity of the element and surrounding elements.
- B. Provide protection for elements for other portions of Project.

### 3.03 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation conforming with specified tolerances.
- B. Execute cutting and demolition by methods which will prevent damage to other Work and provide proper surfaces to receive installation of repairs and new Work.
- C. Restore Work which has been cut or removed; install new products to provide completed Work in accord with requirements of Contract Documents.
- D. Refinish entire surface as necessary to provide an even finish.
  - 1. Refinish continuous surfaces to nearest intersections.
  - 2. Refinish assemblies in entirety.

END OF SECTION



SECTION 01 74 00

CLEANING

Part 1 - General

1.01 PROTECTION OF FINISHES

- A. The various materials, work, equipment, and finishes provided by the trades are all to be protected from other operations or work such that all items are in perfect condition at the time project is turned over to the Owners. The final responsibility for this protection rests with the Contractor, even though various Sections of Specifications may contain specific comments or precautions about protection.

1.02 PREMISES

- A. The Contractor shall at all times during the course of this contract keep the building, the Owner's premises and the adjoining premises, including streets and other areas assigned to Contractor, free from accumulations of waste materials and rubbish caused by the Contractor's employees or subcontractors. See also section 01 50 00 for additional requirements.

1.03 FINAL CLEANING

- A. At completion of the work, or prior thereto if so directed, the Contractor shall remove from the buildings and/or the premises all of the Contractor's tools, appliances, surplus materials, debris, temporary structures, temporary construction for which he has been responsible and/or rubbish, and shall be responsible for clean-up of the work under this contract as well as work under other contracts affected by this work. Cleaning, sealing and all other such finish operations noted on the Drawings or required in the Specifications shall be taken to indicate the required condition at the time of acceptance of work under the Contract.
- B. At completion of work, the Contractor shall sweep, dust and clean thoroughly all surfaces. All marks, stains, fingerprints, dust, dirt paint, drippings, and the like shall be removed throughout the building. All equipment and paint work shall be cleaned and touched up if necessary and all temporary labels, tape, and paper coverings shall be removed, all to the approval of the Owner and Engineer. Final acceptance of this facility is dependent upon final cleaning being complete.
- C. If the Contractor, upon request by the Owner, does not attend to such cleaning with reasonable promptness, the Owner may cause such cleaning to be done by others and charge the cost of the same to the Contractor or deduct the cost from payments still due the Contractor under the Contract.
- D. Maintain in cleaned condition until final acceptance.

Part 2 - Products

2.01 MATERIALS

- A. Cleaning agents, implements, and methods used for the cleaning, polishing or sealing of any surface shall be products recommended and approved by the manufacturer of the item or surface to be cleaned. The Contractor shall be fully responsible for any damage to any surface or substrate caused by the improper use of cleaning materials.

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

Part 1 - General

1.01 SUBSTANTIAL COMPLETION

- A. Submit written Notice to the Engineer that work, or designated portion thereof, is substantially complete for each portion of construction.
  - 1. Submit list of major items remaining to be completed or corrected.
  - 2. The Project will not be substantially complete unless all cleaning is complete and in accordance with the Contract Documents.
- B. Engineer will inspect Work within 3 days.
- C. If Engineer determines Work to be substantially complete:
  - 1. Engineer will prepare a tentative list of items to be completed or corrected.
  - 2. Engineer will submit the tentative list to the contractor for written acceptance and correction of the deficiencies.
  - 3. Engineer will prepare and issue a Certificate of Substantial Completion, AIA G704.
  - 4. Owner may occupy Project, or designated portion of Project, under provisions of Certificate of Substantial Completion.
- D. If Engineer determines that work is not substantially complete, he will immediately notify Contractor in writing. Contractor shall complete work and submit a second written notice of substantial completion to the Engineer. The Engineer will reinspect the work.

1.02 FINAL INSPECTION

- A. Submit written certificate that Contract Documents have been reviewed, project has been inspected, work is completed in accordance with Contract Documents, equipment and systems have been tested in the presence of the Owner Representative and are operational and work is ready for final inspection at the conclusion of each phase. Engineer will inspect work within 3 days.
- B. Should Engineer consider that the work is incomplete or defective, he will notify contractor in writing, listing the incomplete or defective work. Contractor shall remedy the deficiencies and send a second written certification to Contracting Officer that the work is complete. Engineer will reinspect the work.
- C. When the Engineer finds that work is acceptable under the contract Documents, he shall request the Contractor to make closeout submittals.

1.03 REINSPECTION FEES

- A. All costs for any additional inspections following the first inspection shall be the responsibility of the Contractor, and all costs, including those costs incurred by the Owner and the Engineer shall be deducted from the Contractor's final payment.

1.04 CONTRACT COMPLETION

- A. Contractor will insure that the project is complete to include final inspection and acceptance by the Owner prior to the scheduled completion date.

1.05 PROJECT RECORD DOCUMENTS

- A. In accordance with Section 01 77 50.

## 1.06 CLOSEOUT MANUALS

- A. Form of Manuals:
  - 1. Prepared data in the form of instruction manuals for use by the Owner. Use 8-1/2"x11" manual format in 3-ring binder. Provide four complete sets.
  - 2. Include drawings, indexed tabs and title for each manual.
- B. Content of Manuals:
  - 1. List products, equipment and systems used in the Project. List project installers, maintenance program and local source of supply for replacement parts.
  - 2. Include product data with specific product clearly identified.
  - 3. Include drawings of control diagrams, flow diagrams and system relationships.
  - 4. Include above data for Owner provided products.
- C. Equipment and System Manual:
  - 1. Include manufacturer's description, operating characteristics, performance data, and printed operating and maintenance instructions.
  - 2. Include manufacturer's catalog number and replaceable parts list.
  - 3. Include start-up, break-in, operating instructions, control, stopping, shut-down, emergency instructions, and operating sequence.
  - 4. Include copies of approval for City final building permit inspections and Certificate of Occupancy, if applicable.
  - 5. Include as-installed color coded piping diagrams and list of piping identification markers.
  - 6. Include circuit directories of panel boards and as-installed color coded wiring diagrams.
  - 7. Include nameplate directory listing equipment designation, name plate data, location of equipment, and location of switch and normal position of switch.
- D. Warranties and Bonds Manual:
  - 1. Assemble warranties, bonds and service and maintenance contracts, executed by each manufacturer, supplier and subcontractor.
  - 2. Include table of contents, beginning date and duration of warranty, bond or service contract, and party to contract in case of claim against warranty.
- E. Spare Parts and Maintenance Materials Manual:
  - 1. Tabulate list of spare parts and maintenance materials showing product description, paragraph in Project Manual listing product and quantity delivered to the Owner.

## 1.07 INSTRUCTION OF OPERATING PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated personnel in the operation, adjustment and maintenance of all products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
  - 1. Review contents of manual with Owner's personnel in full detail to explain all aspects of operations and maintenance.

## 1.08 MAINTENANCE MATERIAL HANDLING

- A. Label packages and deliver spare parts and maintenance materials to Owner's storage area. Submit quantity specified in each product section.

## 1.09 SCHEDULE OF CLOSEOUT SUBMITTALS

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims.
  - 2. AIA Document G706A Contractor's Affidavit of Release of Liens.
  - 3. AIA Document G707 Consent of Surety Company to Final Payment.
  - 4. Operation and Maintenance Manuals.
  - 5. Warranties and Bonds. Submit original documents, including Contractor's General Warranty.
  - 6. Record Documents.

7. Keys
  8. Proof of final acceptance and compliance from governing authorities having jurisdiction.
- B. Provide electronic copies of closeout submittals, as applicable, in accordance with Section 01 33 00.
- C. Certificate of Completion:
1. Obtain and Submit Certificate of Completion and schedule date for warranty inspection.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 77 50

RECORD DOCUMENTS

Part 1 - General

1.01 DESCRIPTION

- A. Project document maintenance procedures.

1.02 MAINTENANCE OF DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Bid Documents
  - 2. Contract Forms
  - 3. Project manual
  - 4. Contract Drawings
  - 5. Addenda
  - 6. Change Orders and other modifications to the Contract
  - 7. Reviewed Shop Drawings, Product Data, and Samples
  - 8. Office Samples
  - 9. Field Test Records
  - 10. Engineer's Supplemental Instructions
  - 11. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

1.03 HANDLING AND RECORDING

- A. Keep current record of documents and label each document "Project Record". Information shall be correct, accurate, neat, and finished in appearance. Recorded field data shall show accurate dimensions vertical and horizontal for location of concealed items, utility lines, recording field changes of dimensions, and changes in materials furnished on project record documents. Record changes from Engineer's Supplemental Instruction, change orders and details not on contract drawings. Store record documents separately from documents used in construction.
- B. Information shall be recorded concurrently with construction progress. Record documents shall not be more than 7 days behind construction progress. Deliver to Engineer for review and approval with request for final payment. Meet with the Engineer to review field recorded information. Final payment will not be authorized until acceptance of field recorded data by the Engineer and Owner.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 2. Field changes of dimension and detail.
  - 3. Details not on original Contract drawings.

1.04 SUBMITTAL

- A. Format:
  - 1. Identify and date each Record Drawing, including the designation "Project Record Drawing" on each sheet.

2. Organize Record Drawings in order of construction documents sets, and bind together.
- B. Provide scanned electronic copies of Record Drawings on CD-ROM, with format per Submittal Procedures in Section 01 33 00.
- C. Submit documents to Engineer prior to submittal of final Application for Payment.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 01 78 00

OPERATION AND MAINTENANCE DATA

Part 1 - General

1.01 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.02 FORMAT

- A. Prepare data in the form of an instructional manual. Refer to Section 20 20 00 for specific format requirements.

1.03 CONTENTS, GENERAL, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, Sub-consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 60 00.
- F. Warranties: Bind in copy of each. As specified in Section 01 77 00.

1.04 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured Products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Product specification sections.
- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.05 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Refer to section 26 10 00 for Manual content related to equipment and systems.

1.06 INSTRUCTION OF OWNER PERSONNEL

- A. Before final completion, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.07 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before 75% Pay Request. Engineer will review draft and return one copy with comments.
- B. Submit 1 copy of completed volumes 15 days prior to final completion. This copy will be reviewed and returned after final inspection, with Engineer's comments. Revise content of all document sets as required prior to final submission.
- C. Submit three (3) binder sets and two CD-ROM disks of revised final volumes, in final form within 30 days after final inspection. Electronic file format shall be organized with individual sections in accordance with submittal requirements listed in Section 01 33 00.

1.08 SCHEDULE OF SUBMITTALS

- A. Provide as required by individual sections.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION



## SECTION 01 79 00

### WARRANTIES

#### Part 1 - General

##### 1.01 SECTION INCLUDES

- A. Preparation and Submittal.
- B. Time and Schedule of Submittals.

##### 1.02 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title, "WARRANTIES AND BONDS", with title of Project; name, address and telephone number of Contractor; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or Work item.
- D. Separate each extended correction period warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

##### 1.03 PREPARATION OF SUBMITTALS

- A. Obtain extended correction period warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

##### 1.04 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

##### 1.05 SCHEDULE OF WARRANTIES

- A. The following warranties are an extension of the one-year warranty called for in the General Conditions. The Owner reserves the right to make temporary or emergency repairs as necessary to maintain Products without voiding specified warranties nor relieving Contractor of responsibility

during warranty periods. See OUS Retainer General Conditions article I.2 and K.3.2 for additional requirements.

Description

Duration

Electrical Work:

As specified in Division 26

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

END OF SECTION

SECTION 26 01 00

GENERAL ELECTRICAL PROVISIONS

Part 1 - General

1.01 CONTRACT CONDITIONS

- A. Work of this Section is bound by General Conditions, Supplementary Conditions, and Division 1 bound herewith in addition to this Specification and accompanying Drawings.
- B. The Drawings and Specifications are complimentary and what is called for by one shall be as binding as if called for by both.
- C. The Contractor shall inspect the job site prior to bidding and become familiarized with existing conditions which will affect the work.
- D. Prior to start of work, obtain "As built," "Record," or other Drawings showing existing conditions or underground utilities.

1.02 SECTION INCLUDES

- A. General requirements specifically applicable to Division 26 sections, which apply in addition to Division 1 - General Requirements.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Comply with requirements herein where other Divisions call for Work under this Division of Specifications. Electrical Work required by other Divisions not shown on Electrical Drawings or specified in this Division of Specification shall be provided by trade or sub-trade requiring Electrical Work.

1.04 DESCRIPTION OF SYSTEM

- A. Electrical Drawings are diagrammatic and do not necessarily show all raceways, wiring, number and types of fittings required.
- B. Provide all related Electrical Work specified herein and diagrammed or scheduled on Electrical Drawings. All work shall conform to applicable national, state, and local codes. Contractor is responsible for installation of complete and operating electrical systems.
- C. Where any device or part of equipment is referred to in these specifications in the singular number (such as "the switch"), such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

1.05 QUALITY ASSURANCE

- A. Qualifications of Installers:
  - 1. For actual fabrication, installation and testing of Work of this Section, use only thoroughly trained and experienced personnel familiar with requirements for this Work and with installation recommendations of Manufacturers of specified items.
- B. Installation Criteria:
  - 1. Conform Work with conditions shown and specified.
  - 2. Where adjustments or modifications of Work are necessary for fabrication and installation of items, or for resolution of conflicts between items, make such adjustments at no added expense to Owner.
  - 3. Submit adjustments or modifications of Work affecting functional or aesthetic design of Work to Engineer for review.

4. Pay for equipment relocations or modifications necessitated by failure to advise Engineer of conflicts or coordinate work.
- C. Select equipment to meet design conditions stated. Contractor is responsible for meeting technical data and performance requirements of system.
- D. Satisfy requirements of regulatory agencies or codes having jurisdiction over project. Provide U.L. labels for all equipment falling under testing capabilities of UL.
- E. Procure licenses and permits, and pay fees, deposits, assessments and tax charges required for Electrical Work.
- F. Arrange for and pay for inspections and tests required by codes and ordinances during construction.

#### 1.06 REFERENCE STANDARDS

- A. The following specifications and standards, except as hereinafter modified, are incorporated herein by reference and from a part of this specification to the extent indicated by the references thereto. Except where a specific date is given, the issue in effect (including amendments, addenda, revisions, supplements, and errata) on the date of Invitation for Bids shall be applicable. In text such specifications and standards are referred to by basic designation only.
  1. Underwriters Laboratories (UL).
  2. National Fire Protection Association (NFPA), Specifically:
    - a. NFPA 70 - National Electric Code.
    - b. NFPA 72E - Electrical Safety in Workplace.
  3. State of Oregon Electrical Specialty Code.
  4. International Mechanical Code (IMC) with State of Oregon Amendments.
  5. International Building Code (IBC) with State of Oregon Amendments.
  6. National Electrical Manufacturer's Association (NEMA).
  7. American National Standards Institute (ANSI).
  8. National Electrical Testing Associations (NETA).
  9. Occupational Safety and Health Administration (OSHA).
  10. City, County, and State Codes and Ordinances.

#### 1.07 SUBMITTALS

- A. Provide shop drawings and product data for the Work of Divisions 26 in accordance with Division 1.
- B. Submittal material sent by facsimile machine will not be accepted.
- C. Acceptable Submittal Formats: Hard-Copy, or Electronic. If Electronic format is selected, at least one Hard-Copy of the information must be submitted with the Electronic copies to the Engineer (the Hard-Copy will not be returned).
- D. Submittal formats shall conform with the following requirements:
  1. Each hard-copy Submittal package shall be formatted as follows:
    - a. Use three-ring loose leaf binders.
    - b. Provide index referencing specification section and page.
    - c. Tab individual sections.
  2. Each Electronic Submittal package shall be formatted as follows:
    - a. The full extent of the submitted data shall be presented in a single electronic file on a CD-ROM.
    - b. File Format Type: Adobe pdf, or universally readable equivalent.
    - c. Scanned information: Minimum 400 dpi.
    - d. Provide index referencing specification section and page.
    - e. Bookmark individual sections.
    - f. One file per CD-ROM.
      - 1) Format CD-ROM for use in PC compatible hardware

- 2) Format CD-ROM so that additional files may be written to it (read-write).
- E. Contractor may provide one (1) early submittal for items with long lead times as determined by the Contractor. The submittal shall be clearly identified as "Long Lead Time Item Submittal".
- F. The remainder of the shop drawings and product data shall be submitted as a single Project Submittal, except:
  1. Control system shop drawings and product data may be provided as a single, separate submittal package prior to beginning of control work on site.
  2. Fire Sprinkler Shop Drawings and Product Data may be provided as a single, separate submittal package before or after the project submittal.
  3. Seismic Restraint Shop Drawings, and Product Data may be provided as a single, separate submittal package before or after the Project Submittal.
- G. The Project Submittal must be submitted no more than three (3) weeks after the Long Lead Time Item Submittal. If the Project Submittal is found to be incomplete, it will be rejected and returned. The Project Submittal shall then be completed by the Contractor and resubmitted in its entirety.
- H. Definitions of comments used in submittal review:
  1. "No Exception Taken" The meaning and intent of this statement is that the Engineer finds no objection (except those noted thereon or in correspondence) to inclusion of items or Work indicated in construction provided that it:
    - a. Complies with Contract Drawings and Specifications as to quantities, space requirements, and dimensions.
    - b. Does not interfere with other trades.
    - c. Is not the cause of union tradesmen disputes.
    - d. Does not infringe on patent rights.
    - e. Is not the cause of injury or damage to persons or property.
    - f. Complies with OSHA regulations.
  2. "Rejected" The meaning and intent of this statement is that the submitted material does not conform to plans and specifications. Resubmittal of a different product or shop drawing is required.
  3. "Revise and Resubmit" This statement is used when the general product line is acceptable, but the submitted material varies in dimension, accessories, etc. from what is required. Resubmittal is required.
  4. "Make Corrections Noted" This statement is used as an alternative to "Revise and Resubmit" when resubmittal is not required.
  5. Said review does not relieve Contractor of any Contractual responsibilities.

#### 1.08 SUBSTITUTIONS

- A. Substitution requests will not be considered unless they are submitted in writing, in accordance with Instructions to Bidders, Supplementary Instructions to Bidders, and Division 1.
- B. Products specified herein are so specified to establish a minimum level of product quality. Except where indicated that no substitutions are allowable, equivalent quality products may be submitted to the Engineer for approval.
- C. Substitution requests will not be considered unless they include the following:
  1. Model numbers of proposed substitutions.
  2. Options which are required to make the proposed substitution comply with Specifications.
  3. Summary of modifications of the Work which are required to accommodate the proposed substitution.

#### 1.09 OPERATION AND MAINTENANCE MANUALS, INSTRUCTION AND TRAINING

- A. Manual:
  1. Provide in accordance with Division 1

2. Scope: Following installation of electrical equipment, and prior to acceptance of Electrical Work, prepare manuals describing operations, servicing, and maintenance requirements of electrical equipment and systems installed.
3. Equipment described in manual:
  - a. Equipment listed under "Submittals."
  - b. Other auxiliary miscellaneous systems.
4. Information contained in manual:
  - a. Catalog data on each item including complete parts lists, catalog numbers, maintenance information and wiring diagrams.
  - b. Service organizations for equipment.
  - c. Manufacturer's recommended servicing instructions.
  - d. Diagrams complete for each system installed.
5. Presentation:
  - a. Provide information on neat, clean 8-1/2 inch x 11 inch sheets.
  - b. Provide drawings, accordion folded to letter size.
  - c. Divide manual into chapters which follow section sequence of Specifications of this Division.
6. Cover:
  - a. Enclose each manual in hardboard post-type binder.
  - b. Imprint front of binder with following:
    - 1) "Electrical Equipment."
    - 2) Name of Owner.
    - 3) Year completed.
    - 4) Names of Engineer and Contractor.
  - c. Imprint outside end cover of binder with following:
    - 1) "Electrical Equipment."
    - 2) Name of building.
    - 3) Name of Owner.
    - 4) Year of completion of building.

B. Instruction and Training:

1. Contractor responsibilities:
  - a. Train Owner personnel in operation and maintenance of all installed electrical equipment and systems.
  - b. Submit proposed scope of training materials and instruction schedule to Engineer for review and approval 30 days prior to scheduled completion of building.
  - c. Arrange mutually agreeable dates for training with Owner.
  - d. Include classroom and on-the-job instruction by qualified installation and maintenance personnel.

1.10 RECORD DRAWINGS

- A. Provide in accordance with Division 1.

1.11 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Make inspection of equipment for possible damage at time of delivery to avoid future delays in construction due to replacement or repair.
- B. Protect against damage, theft and deterioration.
  1. Store in original factory containers.
  2. Do not expose equipment to dust, powder, abrasive, wetness, excessive dampness or temperature extremes, unless equipment approved for that use.
- C. In event of damage, immediately make all repairs and/or replacements necessary to approval of Engineer at no additional expense to Owner.

1.12 PROTECTION

- A. Suitably protect any unfinished Work from potential physical damage.

- B. Do not leave unfinished Work unattended, which would pose life safety hazard.
- C. Protect other Work against damage and discoloration caused by Work of this Section.

#### 1.13 COORDINATION

- A. Report any discrepancies discovered between existing job conditions and Work to be installed. Fully resolve such discrepancies prior to continuation of work.
- B. Coordinate sequencing of equipment installation and energizing with other trades.
- C. Consult Engineer prior to installing equipment in area which obviously exceeds, or will exceed, ambient operating requirements such as for temperature and humidity.

#### 1.14 WARRANTY

- A. Warrant all Work included in this Specification for period of one year from date of substantial completion, under provisions of Division 1.
- B. During warranty period, remedy without delay or expense to Owner any defects providing, in judgment of Engineer, that such defects are not result of misuse or abuse on part of Owner.
- C. Warrant that all equipment and installations are in compliance with OSHA regulations.

#### 1.15 SCHEDULE OF VALUES

- A. After award of contract, submit to Engineer a cost breakdown of work. Divide costs into the following categories:
  - 1. Administration.
  - 2. Basic materials and methods.
  - 3. Motors
  - 4. Variable frequency drives
- B. Submit in accordance with provisions of this Section.

### Part 2 - Products

#### 2.01 MATERIAL

- A. Provide new material and equipment items that are standard products of Manufacturers regularly engaged in production of such materials and equipment. Engineer reserves right to reject items not in accordance with Specifications.
- B. For each type of equipment, use same manufacturer throughout.
- C. Provide corrosion protection for ferrous metalwork exposed to weather by hot dip galvanizing, or factory painted finish suitable for outdoor installations.
- D. Verify all materials are acceptable to Authority having jurisdiction, as suitable for the use intended.

### Part 3 - Execution

#### 3.01 COMPLETION

- A. Complete each system as shown or specified herein and place in operation, except where only roughing-in or partial systems are called for.

- B. Outlets or equipment shown on the plans, with no supply conduit or conductors indicated, shall be completed in the same methods and manner as similar or like outlets or equipment shown on the drawings.

### 3.02 SCHEDULING OF WORK

- A. Schedule Work with all other Contractors to maintain job progress schedule, and avoid conflicts in installation of Work by various trades.
- B. Coordinate with General Contractor to provide adequate access for installing large equipment.

### 3.03 MANUFACTURER'S INSTALLATION DETAILS

- A. Follow exactly, where available.
- B. Provide special wiring or fittings as required.

### 3.04 ACCESSIBILITY OF EQUIPMENT

- A. Install equipment accessible for operation, maintenance or repair as required by NEC.
- B. Inaccessible Equipment:
  - 1. Where the Owner's Authorized Representative determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled as directed, at no additional cost to the Owner.
  - 2. "Conveniently accessible" is defined as being capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, pumps, belt guards, transformers, piping and ductwork.

### 3.05 TESTS

- A. Fully test and adjust equipment installed under these specifications prior to Owner's personnel instruction. Each system shall be left in proper operation free of faults, shorts or unintentional grounds.
- B. Do not test or operate for any other purpose, such as checking motor rotation, any item of equipment until fully checked in accordance with Manufacturer's instructions.
- C. Demonstrate functions and location of each system and indicate its relationship to "Riser-Diagrams" on Drawings. Demonstrate by "Start-Stop operation" how to work controls, reset protective devices, replace fuses and procedures for emergency conditions.
- D. Submit to Engineer certificate of completion.

### 3.06 CLEANING OF ELECTRICAL INSTALLATION

- A. See Division 1.
- B. Prior to acceptance of project, thoroughly clean all exposed portions of electrical installation specifically associated with this project.
- C. Remove all nonessential labels and traces of foreign substances.
- D. Use only cleaning solution approved by Manufacturer.
- E. Avoid any damage to finished surfaces.



### 3.07 EQUIPMENT CONNECTIONS

- A. Provide a complete electrical connection for all items of equipment including incidental wiring, materials, devices and labor necessary for a complete operating system. The location and method for connecting to each item of equipment shall be verified prior to rough-in. The voltage and phase of each item of equipment shall be checked before connecting. Motor rotations shall be made in the proper direction.
- B. Conduit, wire and circuit breaker sizes for mechanical and similar equipment are based on the equipment ratings of one manufacturer. The equipment actually furnished may have entirely different electrical characteristics. Conduit, wire and circuit breakers shall not be ordered or installed until exact electrical requirements are obtained. Responsibility for this coordination rests with the Contractor.

END OF SECTION

SECTION 26 01 60

MINOR ELECTRICAL DEMOLITION FOR REMODELING

Part 1 - General

1.01 SECTION INCLUDES

- A. Electrical demolition.

Part 2 - Products

2.01 MATERIALS AND EQUIPMENT

- A. Materials and Equipment for Patching and Extending Work: As specified in individual sections.

Part 3 - Execution

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings. Report discrepancies to Engineer before proceeding with demolition work.

3.02 PREPARATION

- A. Disconnect electrical installations in scheduled for removal. Report discrepancies to Engineer before disturbing existing installation.
- B. Interrupt power only to make connections or switchovers.
  - 1. Obtain permission from Owner before scheduling partial or complete outages.
  - 2. Schedule each outage at least 10 days in advance.
  - 3. Keep outages as short duration as possible and make temporary connections if required to maintain service to areas adjacent to work area.
  - 4. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Disconnect and remove abandoned starter/disconnects.
- B. Repair adjacent construction and finishes damaged during demolition and extension work.
- C. Maintain access to existing electrical installations which remain active.
  - 1. Modify installation or provide access panel as appropriate.
- D. Extend existing installations using materials and methods compatible with existing electrical installations.
- E. All salvage materials shall remain property of Owner and shall be stored at location designated by Owner, unless otherwise noted by Architect.
- F. Prior to acceptance of the building, thoroughly clean exposed portions of the electrical installation, removing labels and traces of foreign substance, using only a cleaning solution approved by the manufacturer and being careful to avoid damage to finished surfaces.

END OF SECTION

## SECTION 26 29 23

### VARIABLE FREQUENCY DRIVES

#### Part 1 - General

##### 1.01 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit shop drawings and product data under provisions of Section 26 01 00.
- B. Include product data:
  - 1. Provide product data for adjustable frequency drive.
  - 2. Provide product data for motor starters and combination motor starters, relays, pilot devices, and switching and overcurrent protective devices.
  - 3. Submit manufacturers' instructions under provisions of Section 26 01 00.
- C. Indicate on shop drawings:
  - 1. Front and side views of motor control center enclosures with overall dimensions.
  - 2. Conduit entrance locations and requirements.
  - 3. Nameplate legends.
  - 4. Electrical operating and control characteristics of all equipment and components.

##### 1.02 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data under provisions of Section 26 01 00. Include the following:
  - 1. Spare parts data listing.
  - 2. Source and current prices of replacement parts and supplies.
  - 3. Recommended maintenance procedures and intervals.

##### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
  - 1. Deliver products to site under provisions of Section 26 01 00.
- B. Storage:
  - 1. Store and protect products under provisions of Section 26 01 00.
  - 2. Store in a clean, dry space.
  - 3. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handling:
  - 1. Handle in accordance with manufacturer's written instructions.
  - 2. Handle carefully to avoid damage to motor control center components, enclosure, and finish.

#### Part 2 - Products

##### 2.01 VARIABLE FREQUENCY DRIVE (VFD)

- A. Acceptable manufacturers/model:
  - 1. ABB/ACH550.
  - 2. Substitutions: Under provisions of Section 26 01 00.
- B. Voltage Rating: 480 and 208 volts (as scheduled), three phase, three wire, 60 hertz.
- C. VFD shall be furnished with door mounted operator controls consisting of Hand/Off/ auto switch, start/stop (reset switch, speed selection and 40 character LCD alphanumeric display. In automatic mode, VFD will follow an external signal and respond to remote start-stop contact

wired to terminal strip. While in auto mode the VFD will attempt up to ten restarts after a power dip, drive fault or external fault.

- D. 40 character LCD alphanumeric display.
  - 1. Frequency.
  - 2. Speed (RPM, %, or user programmable).
  - 3. Motor current.
  - 4. Torque (calculated).
  - 5. Motor power (calculated).
  - 6. DC buss voltage.
  - 7. Output voltage.
  - 8. Heatsink temperature.
  - 9. Elapsed time meter.
  - 10. kWh meter.
  - 11. Fault Text.
- E. Controllers: Provide controllers for motorized equipment as indicated on the Equipment Connection Schedule.
- F. Two stage current limit:
  - 1. 175% at start-up.
  - 2. 50% to 150% motor load current.
- G. Power factor: 95% minimum.
- H. Fault withstand capability: 22,000 symmetrical amperes.
- I. Instantaneous overcurrent trip: Adjustable, 180% of controller continuous rated current.
- J. Enclosure: Wall mounted NEMA 1 and MCC as scheduled.
- K. The adjustable frequency controller shall convert three-phase 60 Hertz utility power to adjustable voltage and frequency, three-phase, A-C power for stepless motor control from 10% to 110% of base speed.
- L. The VFD shall be a voltage source type with a Pulse Width Modulated (PWM) output utilizing power transistor semiconductors.
- M. The VFD together with all options and modifications shall mount within standard NEMA 1 enclosure suitable for continuous operation at a maximum ambient temperature of 40 degree C. All high voltage components within enclosure shall be isolated with steel covers. The complete unit shall be UL approved and labeled.
- N. VFD shall be capable of starting into a rotating load without delay. Protective circuits shall cause instantaneous trip should any of the following faults occur:
  - 1. 115% of VFD maximum current rating is exceeded.
  - 2. Output phase to phase to phase to ground (ground fault) short circuit condition.
  - 3. High input line voltage.
  - 4. Loss of input phase.
  - 5. External fault. This protective circuit shall permit, by means of the terminal strip, wiring of remote NC safety contacts such as high static, pressure, fire alarm duct detector, etc., to shut down the drive.
- O. Provide with by-pass switch/starters. Means shall be provided for isolating the VFD from line voltage conductors and by-pass made conductors.
- P. The following adjustments shall be available in the controller and retained in non-volatile memory:
  - 1. Maximum frequency (15 to 400 Hz) factory set at 60 Hz.
  - 2. Minimum frequency (3 to 60 Hz) factory set at 6 Hz.
  - 3. Acceleration (.1 to 360 second) factory set at 20 sec.
  - 4. Deceleration (.1 to 360 seconds) factory set at 20 sec.

5. Volts/Hertz ratio factory set for 460 V at 60 Hz.
  6. Voltage offset or boost factory set at 100% torque.
  7. Current limit (50% to 115% sine wave current rating) factory set at 11% current.
- Q. The VFD shall be capable of following:
1. 0(4)-20 MA.
  2. 0(2)-10 VDC.
  3. RS-485 communications.
  4. Frequency pulse isolated or non-isolated signals as speed reference (increase/decrease speed control).
- R. The VFD shall have a programmable electronic overload designed to protect the A-C motor, operated on VFD output, from extended overload operation.
- S. The VFD shall provide true ground fault protection in all modes, starting and running, without any component failure, A D-C bus contactor shall be used to provide this protection.
- T. The VFD shall have three critical frequency avoidance bands to skip frequencies, which may cause mechanical damage.
- U. The VFD shall have a digital display with the following display:
1. Instantaneous output current, voltage, and frequency.
  2. First fault indication of over temperature, motor overload, high D-C bus voltage, high motor current line to line and line to ground, function loss, low D-C bus voltage.
- V. The VFD shall have an internal input line reactor and/or isolation transformer to minimize nuisance trips, line noise, and electrical line problems. VFD operation shall result in less than 10% total harmonic distortion on the electrical distribution system.
- W. The VFD shall include a fireman's override input. Upon receipt of a contact closure from the fireman's control station, the VFD shall operate at an adjustable preset speed. The mode shall override all other inputs (analog/digital, serial communication, and all keypad commands) and force the motor to run at the adjustable, preset speed.
- X. The VFD shall be compatible with squirrel cage fan motors.

### Part 3 - Execution

#### 3.01 INSTALLATION

- A. Install motor control equipment in accordance with manufacturer's instructions.
- B. Select and install heater elements motor starters to match installed motor characteristics.
- C. Motor Data: Provide neatly typed label inside each motor starter enclosure door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating.
- D. Install on a strut support system.
- E. VFD not to be mounted inside motor control centers or fan units.
- F. Each VFD will operate only one motor.

#### 3.02 HARMONIC MEASUREMENT

- A. Perform harmonic measurement at the point where the utility feeds multiple loads (PCC) to verify compliance with the latest version of IEEE 519-1992.
- B. Provide a report of the voltage THD and current TDD for Engineer and Facilities Maintenance review prior to substantial completion.

- C. Provide labor, materials, and protection as needed to access the test points.
- D. The readings shall be taken with all drives and other loads at full load, or as close to this as field conditions allow.

### 3.03 VARIABLE FREQUENCY DRIVE START UP SERVICE

- A. Start-up service including physical inspection of drive and connected wiring and final adjustments to meet specified performance requirements shall be provided by a factory trained service engineer employed by the manufacturer.
- B. A certified start-up form shall be filled out for each drive with a copy provided to the Facilities Project Manager, and a copy kept on file with the manufacturer.
- C. Contractor shall provide up to sixteen (16) hours of support adjusting VFDs during system testing and balancing; testing and balancing will be performed by Owner - Coordinate with U of O project manager.

### 3.04 COORDINATION

- A. Testing and balancing of mechanical terminal units will be performed by Owner. Coordinate start-up of VFDs in section 3.03 of this specification with U of O project manager in conjunction with testing mechanical terminal units.

### 3.05 TEST

- A. Except where initial VFD operation clearly shows the performance meets or exceeds the requirements, test to show compliance. Tests shall be performed by the manufacturer's representative in the presence of the Facilities PM and/or Maintenance Electrician.

### 3.06 WARRANTY

- A. Warranty shall be 24 months from the date of certified start-up.
- B. Warranty shall include all parts, labor, travel time, software, software updates, and access tools at no additional cost to the Owner.
- C. 24 hour support line shall be available on a toll-free line.

END OF SECTION