

PROJECT MANUAL
FOR
TAYLOR HALL WINDOW REPLACEMENT
AND FAÇADE IMPROVEMENT PROJECT

SOUTHERN OREGON UNIVERSITY
ASHLAND, OREGON
MARCH 2013



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SOUTHERN OREGON UNIVERSITY
TAYLOR HALL WINDOW REPLACEMENT AND FAÇADE IMPROVEMENT

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**OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT**

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **Southern Oregon University (SOU) Facilities Management & Planning Department, 351 Walker Avenue, Ashland, Oregon** until **4:00 PM** local time **April 3, 2013** for the **Taylor Hall Window Replacement and Façade Improvement** project located on the Southern Oregon University (SOU) campus in Ashland, Oregon.

This project includes all labor, equipment and materials necessary to remove and replace all the windows in Taylor Hall - a 45,000 square foot, three story concrete structure. The project includes selective demolition, concrete patching, new aluminum storefront, new operable windows, cement plaster, metal flashings, sealants, interior gypsum board repairs, exterior painting, electrical and miscellaneous related work. The project includes three additive alternates.

A **mandatory** pre-bid conference will be held on **Tuesday March 19, 2013, 1:30 PM** at the jobsite (460 University Way, Ashland, OR). All prospective bidders are required to attend. Prospective bidders will meet with the Architect and the Owner's Representative at **Taylor Hall Room 25**.

Bids will be received on a lump sum basis. The project includes (3) bid alternates. Bids must be submitted on the enclosed bid form and will be opened and publicly read aloud on **April 3, 2013 at 4:00 PM**, local time, at the **Southern Oregon University Facilities Management & Planning Department, 351 Walker Avenue, Ashland, Oregon** by the undersigned or a designated representative.

The prime bidder and all subcontractors must be currently licensed to practice in each of their respective areas of expertise by the State of Oregon Construction Contractor's Board. Bid security, performance and payment bonds are required for this project. Oregon Bureau of Labor and Industries (BOLI) wage rates (ORS 279C.800 through ORS 279C.870) apply to this project. All bidders must be registered with the Construction Contractor's Board at the time of bid submission.

SOU will secure and pay for all permits required for this project.

Bids will be received on a lump-sum basis and must be submitted on the bid form provided. Contract documents may be obtained from the OUS website <http://www.ous.edu/about/bid> or by contacting Jim McNamara at the SOU Facilities Office. Phone: 541-552-6888. Email: <mailto:mcnamaraj@sou.edu>.

OREGON STATE BOARD OF HIGHER EDUCATION
By: Drew Gilliland
Director, SOU Facilities Management and Planning

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

The work contemplated under this contract with the

Oregon State Board of Higher Education, hereinafter referred to as the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Advertisement for Bids, Instructions to

Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Agreement Form, Performance Bond, Payment Bond, OUS General Conditions, Supplemental General Conditions, Plans and Specifications.

Article 2. Examination of Site and Conditions

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

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

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

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

When a prospective bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the bidder may submit to the Architect a written request for approval of such substitute

at least 10 calendar days prior to the date set for the bid closing. The prospective bidder submitting the request will be responsible for its prompt delivery.

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

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

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

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a bid bond described hereinafter, executed in favor of the State of Oregon and the Oregon State Board of Higher Education, for an amount equal to 10 percent of the total amount bid as a guarantee that if awarded the contract the bidder will execute the contract and give a performance bond and payment bond as required. The successful bidder's check or bid bond will be retained until the bidder has entered into a satisfactory contract and furnished a 100 percent

performance bond and 100 percent payment bond. The Owner reserves the right to hold the bid security as described in Article 10 hereof. Should the successful bidder fail to execute and deliver the contract as provided for in Article 12, including a satisfactory performance bond and payment bond within 10 calendar days after the bid has been accepted by the Owner, then the contract award made to such bidder may be considered canceled and the bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Award.

Article 5. Execution of Bid Bond

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

- A. Bid bonds must be executed on Oregon University System forms, which will be provided to all prospective bidders by the Owner.
- B. The bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. This signature shall be attested by the secretary or assistant secretary of the corporation. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each bid shall be made in accordance with the sample Bid

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

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

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

Each bid shall be sealed in an envelope, properly addressed to the appropriate project Owner within the Oregon University System, showing on the outside of the envelope the name of the bidder and the name of the project. Bids will be received at the time and place stated in the Advertisement for Bids.

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

If such bid has not been accepted within 30 calendar days after the opening of the bids, each of the three lowest bidders may withdraw the bid submitted and request the return of the bid security.

Article 11. Withdrawal of Bid

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

prior to the time set for the bid closing.

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

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

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

Article 13. Recyclable Products

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: Taylor Hall Window Replacement and Façade Improvement

Project Schedule:

Advertisement for Bids	March 7, 2013
Mandatory Pre-bid Conference	March 19, 2012, 1:30 p.m.
Deadline for Written Submittal of Questions/Requests for Clarifications	March 25, 2013, 4:00 p.m.
SOU to Issue Written Addendum in Response to Questions	March 26, 2013, 4:00 p.m.
Bid Deadline	April 3, 2013, 4:00 p.m.
Anticipated Notice of Award	April 4, 2013
Finalize Contract	April 11, 2013
Construction Schedule:	
Submittals, Field Measurements, Order Materials	April 15, 2013
Start On-Site Work	June 17, 2013
Substantial Completion	August 9, 2013

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

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

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

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

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

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

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
BID FORM

OUS CAMPUS: **Southern Oregon University**

PROJECT: **Taylor Hall Window Replacement and Façade Improvement**

BID CLOSING: **April 3, 2013, 4:00 PM Local Time**

BID OPENING: **April 3, 2013, 4:00 PM Local Time**

FROM: _____
Name of Contractor

TO: Oregon State Board of Higher Education
Southern Oregon University
Facilities Management and Planning
351 Walker Avenue
Ashland, Oregon 97520

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

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

___ b. A partnership registered under the laws of the State of _____; or

___ c. A corporation organized under the laws of the State of _____; or

___ d. A limited liability corporation organized under the laws of the State of _____;

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

2. Bid for all work as described in the plans and specifications:

TOTAL BASE BID: _____ Dollars (\$ _____)

ALTERNATES: (as described in Section 01230 of the Project Manual)

Alternate #01 (ADDITIVE) Furnish and install acrylic textured finish over existing walls not included in the Base Bid work.

LUMP SUM: _____ Dollars (\$ _____)

Alternate #02 (ADDITIVE) Furnish and install manual horizontal louver blinds.

LUMP SUM: _____ Dollars (\$ _____)

Alternate #03 (ADDITIVE) Furnish and install acrylic textured finish at existing west and south entry canopies.

LUMP SUM: _____ Dollars (\$ _____)

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

- Advertisement for Bids
- Supplemental Instructions to Bidders
- Payroll and Certified Statement Form
- Public Improvement Agreement Form
- OUS General Conditions
- Oregon Prevailing Wage Rates
- Instructions to Bidders
- Bid Bond
- Performance and Payment Bond
- Plans and Specifications
- Drawings and Details

• **ADDENDA** numbered ____ through ____, inclusive (*fill in blanks*)

3. The work shall be completed within the time stipulated and specified in the Supplemental Instructions to Bidders.

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

5. The Undersigned agrees, if awarded the Contract, to execute and deliver to the Oregon State Board of Higher Education, within three (3) calendar days after receiving the Contract forms, an Agreement Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

(*name of surety company - not insurance agency*)

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

amount of the Contract.

6. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with the Board; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement Form, Performance Bond and Payment Bond, and that if the Undersigned defaults in either executing the Agreement Form or providing the Performance Bond and Payment Bond within ten (10) calendar days after receiving the Contract forms, then the Bid Security may become the property of the Owner at the Owner's option; but if the Bid is not accepted within twenty (20) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Agreement Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

7. 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 or its surety on any bond furnished with this bid and will not be communicated to such person prior to the official opening of the Bid.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. Contractor's Project Manager for this project is: _____,
Office Phone: _____ Cell Phone: _____.

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

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

NAME OF FIRM _____

ADDRESS _____

FEDERAL TAX ID _____

TELEPHONE NO _____

FAX NO _____

SIGNATURE 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

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

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

**STATE OF OREGON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

*Enter "**NONE**" if there are no subcontractors that need to be disclosed.
(ATTACH ADDITIONAL SHEETS IF NEEDED)*

Project Name: **Taylor Hall Window Replacement and Façade Improvement**

Bid Closing - Date: **April 3, 2013** **Time:** **4:00 PM**

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	

**Failure to submit this form by 6:00 p.m. on the day of the bid opening will result in a non-responsive bid.
A non-responsive bid will not be considered for award.**

Form submitted by (Bidders Name): _____

Contact Name: _____ Phone No.: _____

OREGON UNIVERSITY SYSTEM PUBLIC IMPROVEMENT AGREEMENT FORM

This Agreement for the **(Insert Project Name)** (the "Contract"), made by and between the State of Oregon, acting by and through the Oregon State Board of Higher Education on behalf of **(Insert Institution)**, hereinafter called OWNER, and **(Insert Contractor's Name)** hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on **(Insert contract award date)**, or the date this Contract has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained, whichever is later.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of _____ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the OUS General Conditions referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates **Identify accepted Alternates**, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof if checked for inclusion [X]:

[] (RESERVED)

2. Representatives.

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

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

[] Name of OWNER'S Authorized Representative shall be submitted by OWNER in a separate writing.

3. Key Persons.

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

Project Manager: _____ shall be the CONTRACTOR'S project manager and will participate in all meetings throughout the project term.

Job Superintendent: _____ shall be the CONTRACTOR'S on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Within **(Insert # of Days)** Days of the Notice to Proceed.

SUBSTANTIAL COMPLETION DATE: **(Insert # of Days)** from "Notice to Proceed" **(or a date certain)**.

FINAL COMPLETION DATE: **(Insert # of Days)** from "Notice to Proceed" **(or a date certain)**.

5. Tax Compliance.

The individual signing on behalf of CONTRACTOR hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of CONTRACTOR s/he has authority and knowledge regarding CONTRACTOR'S payment of taxes, and to the best of her/his knowledge, CONTRACTOR is not in violation of any Oregon tax laws. For purposes of this certification, "tax" means those programs listed in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

6. Integration

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

In witness whereof, the STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of **Southern Oregon University** executes this Contract and the CONTRACTOR does execute the same as of the day and year first above written.

CONTRACTOR DATA:
(Insert Contractor Name & Address)

CONTRACTOR NAME _____
CONTRACTOR FEDERAL TAX ID # _____
CONTRACTOR CCB # _____ Expiration Date: _____

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

CONTRACTOR SIGNATURE

By _____
Signature Date

Print Name Title

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

By _____
Name/Title Date

By _____
Name/Title Date

DEPARTMENT OF JUSTICE
Approved for legal sufficiency

Exempt, pursuant to the 10-31-03 exemption letter from Don Arnold, Chief Counsel, General Counsel Division, DOJ, as amended.

OREGON UNIVERSITY SYSTEM

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

July 1, 2012

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

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

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

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.

BID, means an offer binding on the Bidder and submitted in response to an Instructions to Bidders or a proposal in connection with a Request for Proposals.

BIDDER, means an Entity that submits a Bid in response to Instructions to Bidders or a proposer in connection with a Request for Proposals.

CHANGE ORDER, means a written order which, when fully executed by the Parties to this Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed as a Change Order.

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 Public Improvement 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 Bidders, Supplemental Instructions to Bidders, the OUS Public Improvement Contract, OUS Public Improvement General Conditions, Public Improvement Supplemental General Conditions, if any, the accepted Bid, Plans, Specifications, Change Orders, 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 this Contract and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Bid 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; Owner's costs to correct defective 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 Change Orders incorporated during the course of the project. The reports shall only include enterprises certified with the State of Oregon as MWESB enterprises and shall include individual identification of each enterprise as a Minority business enterprise, a Women business enterprise, and/or an Emerging Small Business Enterprise, as applicable.

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

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 Public Improvement 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 Public Improvement General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means Instructions to Bidders or Bidders 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.

PUBLIC IMPROVEMENT SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these OUS Public Improvement General Conditions. Public Improvement 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 Change Orders and Construction Change Directives, with those of later date having precedence over those of an earlier date;
 - (b) The Public Improvement Supplemental General Conditions;
 - (c) The OUS Public Improvement Contract;
 - (d) The OUS Public Improvement 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 Bid.
- 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 a Bid, 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

Except to the extent otherwise directed by Owner, Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Public Improvement 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 Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's 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 Public Improvement 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, unless stated otherwise in the Contract Documents, 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 Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

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

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the

Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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

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

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

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

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

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

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

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

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

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or

provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. 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 or 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 Change Order 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 Change Orders 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 Change Order as follows:

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

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. 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 Change Order. 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 Public Improvement 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 Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner 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 thirty (30) 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 30-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 in accordance with Applicable Laws.

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 execution of this Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of this Contract, 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 to this Contract.
- 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 \$1,000,000, or other amount as indicated in the Supplemental General Conditions, 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 this 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 Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the 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.

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 estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner; or
- (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.

- I.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 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.

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, or as required by the Contract Documents, 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.

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

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

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

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or

without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, OSBHE, and _____ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

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

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name _____

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

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work covered by Contract Documents.
- B. Work by Owner.
- C. Owner furnished products.
- D. Contractor use of site.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work consists of replacing the existing windows with new aluminum storefront windows, new exterior plaster (Stucco), interior improvements, etc. per the Contract Documents.
- B. The Work under the Contract shall include all Work indicated or specified within the Contract limit lines unless the Work is specifically indicated as "Not In Contract (N.I.C.)".

1.03 QUALITY ASSURANCE

- A. Manufacturer's Directions: Follow all current printed or oral instructions and diagrams of the manufacturer of products or equipment for application, installation of equipment. Specifications in conflict with manufacturer's instructions shall be called to the attention of the Architect for final decision.
- B. Coordination: Drawings showing location of equipment, piping, electrical conduit and boxes, etc., are diagrammatic and job conditions may produce conflicts. Contractor and subcontractors shall coordinate work to minimize conflicts. Advise Architect of conflicts before proceeding with any related work so that corrections can be made in joint conference.

- C. Approved Applicators: Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an installer/applicator approved by the manufacturer, it shall be the Contractor's responsibility to ensure that any subcontractors used for such Work be approved applicators.

1.04 WORK BY OWNER

- A. Owner will trim the existing landscaping prior to the start of the construction.

1.05 CONTRACTOR USE OF SITE

- A. Limit use of site [and premises] to allow:
 - 1. Work by Separate Contractors and Work by Owner.
- B. Time Restrictions for Performing Work: In accordance with schedule included in the Agreement.
- C. Utility Outages and Shutdown:
 - 1. Observe rules and regulations governing the respective utilities in executing all Work.
 - 2. Adequately protect active utilities from damage, and remove or relocate only as indicated or specified.
 - 3. Notify Owner minimum 48 hours in advance for any utility shut downs.

D. SAFETY PRECAUTIONS AND PROGRAMS

- 1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 2. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their from damage, injury or loss.
- 3. The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours

The required and/or implied duty of the Architect/Engineer to conduct construction review of the Contractor's performance does not, and is not intended to, include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

4. Utilities:

Contractor shall exercise extreme caution on this project to avoid intercepting or interrupting function of existing utilities. The Architect is not responsible for the location of utilities whether or not shown or detailed and installed by any other contracts. The Contractor shall immediately notify the Owner should such unidentified conditions conflict with work of this contract. The drawings and specifications do not include necessary components for construction safety.

- E. Protect the existing landscaping and irrigation system from damage due to this construction.
- F. General Contractor will coordinate with SOU Project Manager for the location of the product/material storage, staging, and parking. See Section 01500 for staging and for parking requirements.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01230

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submission procedures.
- B. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED SECTIONS

- A. Agreement - OUS Standard Public Improvement Agreement Form
- B. Bid Form: Requirements for Alternates.
- C. Section 01250 - Contract Modification Procedures
- D. Section 01290 - Payment procedures
- E. Section 01600 & 01630 - Product Requirements and Product Substitutions.

1.03 REQUIREMENTS

- A. Submit Alternates with full description of the proposed Alternate and the affect on adjacent or related components.
- B. 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 - OUS Standard Public Improvement Agreement.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
- D. If the referenced specifications sections are cited in this Section, they contain the pertinent requirements for materials and methods to achieve the work described herein.

1.04 SELECTION AND AWARD OF ALTERNATES

- A. These Alternates are Additive. List the additive price for each Alternate on the BID Form.
- B. Bid will be evaluated on the Base Bid price. After determination of the lowest bidder is finalized, then consideration will be given to the Alternates on an individual basis.

1.05 SCHEDULE OF ALTERNATES

A ALTERNATE NO. 1 - ADDITIVE: Provide and install an acrylic - based textured finish coat over bonding agent on the existing exterior walls not included in the Base Bid work. See Drawing Sheets A101, A102 and A201 for locations. See Section 09200 for wall preparation, product information, etc. Match existing wall texture. Color to be selected by Owner.

B. ALTERNATE NO. 2 - ADDITIVE: New manually operated horizontal 1 inch louver slats with corrosion-resistant finish. Slats not less than 0.006 inch thick and of sufficient strength to prevent sag or bow in the finished blind. Provide a sufficient amount of slats to assure proper control, uniform spacing, and adequate overlap. The blinds will be surface mounted on the interior wall. Provide each blind, including hardware, accessory items, mounting brackets and fastenings, as a complete unit produced by one manufacturer. All parts shall be one color, unless noted otherwise, to match the color of the blind louver slat. All steel components to have a corrosion-resistant finish. Hunter Douglas 'Decor' aluminum blinds or approved equal. Color/finish to be " Porcelain Pearl".

C. ALTERNATE NO. 3 - ADDITIVE: New acrylic-based textured finish coat over bonding agent on the existing west and south entry canopies. See drawing sheets A101, A102 and A201. See Section 09200 for wall preparation, product information, etc.

END OF SECTION

SECTION 01250

CHANGE MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Change Procedures

1.02 RELATED SECTIONS

- A. Section 01110 Summary of Work
- B. Section 01230 Alternates
- C. Section 01290 Payment Procedures
- D. Section 01320 Construction Schedule
- E. Section 01630 Product Substitutions
- F. Section 01770 Closeout Procedures

1.03 DEFINITIONS

- A. Proposal Request:
 - 1. Means request from Architect to Contractor for changes to Contract Sum and/or Contract Time for proposed changes to the Work.
- B. Change Order:
 - 1. See the OUS Standard Public Improvement Agreement for definition and any requirements
- C. Architect's Supplementary Instructions:
 - 1. Means written order, instruction, or interpretation to Contractor, which authorizes minor changes in work not altering Contract Sum and/or Contract Time.

1.04 OWNER OR ARCHITECT INITIATED CHANGES

- A. Proposed requests will include:
 - 1. Detailed description of change, including change location and products.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. When appropriate, projected time span for making change, and specific statement as to whether or not

overtime work is authorized.

4. When appropriate, specific time period during which requested price will be considered valid.

- B. Such request is for information only, and is not an instruction or authorization to execute the change or an order to stop work in progress.

1.05 CONTRACTOR INITIATED CHANGES

- A. Proposed requests shall include:
 1. Description of proposed change.
 2. Statement of reason for making change.
 3. Statement of effect upon Contract Sum and Contract Time.
 4. Documentation supporting any change to Contract Sum and/or Contract Time.
- B. Use an approved Proposal Form
- C. The Architect and/or the SOU Project Manager will advise the Contractor about minor changes in the Work not involving an adjustment to the Contract Sum or Time.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support quotation for each unit price proposal, which has not been previously established, and each lump sum proposal with sufficient substantiating data to allow Architect to evaluate quotation.
- B. When requested by Architect, submit the following cost and time data:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Quantity required.
 - b. Purchase source.
 - c. Unit cost.
 4. Taxes, Insurance, and bonds.
 5. Credit for deleted work, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time.

- D. Support each claim for additional cost, and for work done on time-and-material/force account basis with documentation as required for lump-sum proposal, plus the following information.
1. Name of Owner's authorized agent who ordered work, and date of order.
 2. Dates and times of work performed, and by whom.
 3. Time records, including summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for the following:
 - a. Equipment used, including dates and time of use.
 - b. Products used, including quantities.
 - c. Subcontracts.
- E. Document requests for products substitutions as specified in Section 01630.

1.07 PREPARATION OF CHANGE ORDERS

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

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDERS

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

1.09 TIME AND MATERIAL AND FORCE ACCOUNT CHANGE ORDERS

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

1.10 CORRELATION OF CHANGE ORDERS WITH THE CONTRACTORS OTHER SUBMITTALS

- A. Revise Schedule of Values and subsequent Request for Payment Forms to record each Change as separate item of work, and to record adjusted Contract Sum.
- B. Revise Construction Schedule to reflect each change in Contract Time.
- C. Revise Subschedules to show changes for other items of work affected by Changes.
- D. Upon completion of Change Order Work, record pertinent changes in Record Documents, Section 01780.
- E. Contractor to maintain Schedule of Change Orders. See Section 01290, Payment Procedures.

END OF SECTION

SECTION 01290
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of Applications for Payment.
- B. Defect assessment and non-payment for rejected work.

1.02 RELATED SECTIONS

- A. OUS Standard Public Improvement Agreement
- B. Form B-8 OUS General Conditions
- C. Section 01110 - Summary of Work
- D. Section 01230 - Alternates
- E. Section 01250 - Contract Modification Procedures
- F. Section 01330 - Submittal Procedures
- G. Section 01770 - Closeout Procedures

1.03 FORMAT

- A. AIA G702 - Application and Certificate for Payment including continuation sheets when required.

1.04 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- 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.
- B. Prepare Application for Final Payment as specified in Section 01700.

1.05 SUBMITTAL PROCEDURES

- A. Submit one signed original Application for Payment
- B. Submit an updated Construction Schedule with each Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.

1.06 SUBSTANTIATING DATA

- A. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

1.07 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to the requirements in the Contract Documents.
- B. The authority of the Architect and/or the SOU Project Manager to assess the defect and identify the payment adjustment is final.

1.08 SCHEDULE OF VALUES

- A. Submit typed schedule of values on AIA form G703 Continuation Sheet. Provide with Prevailing Wage Attachment. Submit within 15 days after execution of the Owner/Contractor Agreement.
- B. Revise the schedule of values to indicate any Change Orders with each Application For Payment.

END OF SECTION

SOUTHERN OREGON UNIVERSITY
TAYLOR HALL EXTERIOR
RENOVATION
MARCH 2013

PROJECT MANAGEMENT
AND COORDINATION

01310

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Preconstruction conference.
- C. Progress meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

1. Provide complete Project Manuals to the following trades/subcontractors:

- a. GLAZER/ WINDOW INSTALLER
- b. PLASTERER
- c. PAINTING
- d. ELECTRICAL
- e. ARCHITECTURAL SHEET METAL

- B. Examination of Surfaces: - Applicable to all Sections:

- 1. Verify that field conditions are acceptable and are ready to receive work.
- 2. Verify items provided by other Sections of work are properly sized and located.
- 3. Beginning of installation means installer accepts existing conditions.

- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- D. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 PRECONSTRUCTION CONFERENCE

A. Architect/Engineer will schedule a conference at Project site after Signing of Agreement.

B. Attendance Required: SOU Project Manager, Architect/Engineer, Contractor, Contractor's superintendent, electrical subcontractors and other major subcontractors.

C. Agenda:

1. Distribution of Contract Documents, Drawings and Specifications.
2. Submission of list of products, schedule of submittals, Schedule of Values, Schedule, and Contractor's submittal review stamp.
3. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
4. Procedures and processing of field decisions, submittal(s), substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
5. Scheduling activities of separate contractors.
6. Use of premises by Owner and Contractor.
7. Owner's requirements and possible partial occupancy.
8. Construction facilities and controls provided by Owner.
9. Security and housekeeping procedures.
10. Procedures for maintaining record documents.

1.04 PROGRESS MEETINGS

- A. Administer meetings throughout progress of the Work at maximum weekly intervals. Progress meeting schedule to be determined at the Pre-Construction Meeting.
- B. Meetings will be held in one of Taylor Hall classrooms. Prepare preliminary agenda - submit to Architect and SOU Project Manager three (3) days prior to meeting.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. Contractor will prepare minutes within two days and distribute copies to meeting participants.

END OF SECTION

SECTION 01320
CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Format
- B. Content
- C. Submittal

1.02 RELATED SECTIONS

- A. Section 01110 Summary of Work
- B. Section 01250 Contract Modification Procedures
- C. Section 01310 Project Management and Coordination
- D. Section 01330 Submittal Procedures

1.03 FORMAT

- A. The Contractor will use Microsoft Project or approved equal for the Schedule.

1.04 CONTENT

- A. Show complete sequence of construction activity, with dates for commencing and completing of each element of Construction
- B. Identify each item by Specification Section Number

1.05 SUBMITTAL

- A. At Pre-construction conference, submit proposed schedule defining planned operations.
- B. Submit updated schedules with each Application for Payment.

1.06 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedule and analysis with Architect/Engineer at each submittal.

- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

1.07 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Submit sorts required to support recommended changes.
- F. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors.

1.08 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect/Engineer, SOU Project Manager and other concerned parties.

END OF SECTION

SECTION 01330
SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed products list.
- C. Shop drawings.
- D. Product data.
- E. Samples.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.
- H. Schedule of Submittals.

1.02 RELATED SECTIONS

- A. Section 01290 - Payment Procedures
- B. Section 01320 - Construction Schedule
- C. Section 01450 - Quality Control:
- D. Section 01770 - Closeout Procedures
- E. Section 01780 - Closeout Submittals

1.03 SUBMITTAL PROCEDURES

- A. All submittals shall be electronically submitted in PDF format. If review by project consulting engineer or owner is required, Architect will distribute submittals.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project (include SOU's Project number), Contractor, Subcontractor, supplier, manufacturer or separate detailer; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate. Also include identification of product or material, relation to adjacent structure or materials, and field dimensions, clearly identified as such.

- D. Apply Contractor's stamp, signed or initialled certifying that review, verification of Products required, including catalog numbers and similar data, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
1. Obtain approvals from required agencies if applicable prior to submittal to Architect.
 2. Bound sets of brochures, catalog sheets, specifications and materials lists shall include an index sheet completely identifying the entire contents of the submittal in sequential order. The Contractor may identify, stamp and sign only this index sheet at his option.
 3. In lieu of signing each brochure or specification sheet, the Contractor may indicate on the letter of transmittal that he has reviewed and approved all the material included. This does not eliminate the requirement for identification stamp information.
 4. Labeling of Samples: Identify each sample with at least a 3 inch x 4 inch label with the following information:
 - a. Complete identification stamp information in accordance with submittal procedure.
 - b. Name, finish and composition of the material.
 - c. Location or intended use on the project.
 - d. Pertinent specification section.
- E. Schedule submittals to expedite the Project, and e-mail to Architect/ Engineer. Coordinate submission of related items.
- F. Grouping of Submittals: Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

H. Provide 6 inch x 6 inch space for the Contractor Stamp

- I. Revise and resubmit submittals as required, identify all changes made since previous submittal; include revision dates.
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- K. Begin no work which requires submittals until return of submittals with Architect's stamp and initials or signature indicating review.
- L. Timing of Submittals:

1. In scheduling, allow at least ten full working days for the Architect/Engineer's review following his receipt of the submittal.

- 2. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- 3. Delays: Cost of delays occasioned by tardiness of submittals may be backcharged to Contractor as necessary and shall not be borne by the Owner.

1.04 PROPOSED PRODUCTS LIST

A. Within 15 days of the Contract submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.05 SHOP DRAWINGS

A. Submit electronically in PDF Format.

B. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Sections 01770 and 01780.

1.06 PRODUCT DATA

A. Submit electronically in PDF Format.

B. Show dimensions and clearances required

c. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01780.

1.07 SAMPLES

A. Submit samples of sufficient size and quantity to illustrate functional and aesthetic characteristics of the Product, and to establish standard by which completed Work is judged, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes in custom colors selected, textures, and patterns for Architect/Engineer's selection.

1. For substituted products, submit samples of finishes from the full range of manufacturers' standard colors.
2. General: Unless the precise color and pattern are specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Architect for his review and selection.
3. Comparative Analyses: Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited for the installation, completely describe the relative costs and capabilities of each.

- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections; one of which will be retained by Architect/Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.08 MANUFACTURER'S INSTRUCTIONS

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

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.10 WARRANTIES

- A. When specified in individual specifications Sections, submit one (1) original warranty in each O & M Manual.

1.11 Schedule of Submittals

- A. Submit schedule of submittals for review within 15days after the Contract.
- B. Format: Utilize Table of Contents of this Project Manual. Include columns for submission and re-submission dates, and applicable subcontractor and supplier, space for remarks, and dates submittals will be required from Architect/Engineer. Indicate decision data for selection of finishes.

END OF SECTION

SECTION 01420
REFERENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AAMA	Architectural Aluminum Manufacturers Association 35 East Wacker Dr., Rm 3200 Chicago, IL. 60601
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001

ACI American Concrete Institute
 Box 19150
 Reford Station
 Detroit, MI 48219

ADC Air Diffusion Council
 230 North Michigan Avenue
 Chicago, IL 60601

AGC Associated General Contractors of America
 1957 E Street, N.W.
 Washington, DC 20006

AI Asphalt Institute
 Asphalt Institute Building
 College Park, MD 20740

AIA American Institute of Architects
 1735 New York Avenue, N.W.
 Washington, DC 20006

AIEE American Institute of Electrical and
 Electronics Engineers

AISC American Institute of Steel Construction
 400 North Michigan Avenue
 Eighth Floor
 Chicago, IL 60611

AISI American Iron and Steel Institute
 1000 16th Street, N.W.
 Washington, DC 20036

AITC American Institute of Timber Construction
 333 W. Hampden Avenue
 Englewood, CO 80110

AMCA Air Movement and Control Association
 30 West University Drive
 Arlington Heights, IL 60004

ANSI American National Standards Institute
 1430 Broadway
 New York, NY 10018

- APA American Plywood Association
Box 11700
Tacoma, WA 98411
- ARI Air-Conditioning and Refrigeration Institute
1501 Wilson Boulevard
Arlington, VA 22209
- ASHRAE American Society of Heating, Refrigerating and
Air Conditioning Engineers
1791 Tullie Circle, N.E.
Atlanta, GA 30329
- ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
- ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
- AWI Architectural Woodwork Institute
2310 South Walter Reed Drive
Arlington, VA 22206
- AWPA American Wood-Preservers' Association
7735 Old Georgetown Road
Bethesda, MD 20014
- AWS American Welding Society
550 LeJeune Road, N.W.
Miami, FL 33135
- AWWA American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235
- BIA Brick Institute of America
11490 Commerce Park Drive
Reston, VA 22091
- CDA Copper Development Association
57th Floor, Chrysler Building
405 Lexington Avenue
New York, NY 10174

CLFMI Chain Link Fence Manufacturers Institute
1101 Connecticut Avenue, N.W.
Washington, DC 20036

CRSI Concrete Reinforcing Steel Institute
933 Plum Grove Road
Schaumburg, IL 60195

DHI Door and Hardware Institute
7711 Old Springhouse Road
McLean, VA 22102

EJCDC Engineers' Joint Contract Documents
Committee
American Consulting Engineers Council
1015 15th Street, N.W.
Washington, DC 20005

EJMA Expansion Joint Manufacturers Association
25 North Broadway
Tarrytown, NY 10591

EIMA Exterior Insulation Manufacturers Association
2759 State Road 580, Suite 112
Clearwater, FL 34621

FGMA Flat Glass Marketing Association
3310 Harrison
White Lakes Professional Building
Topeka, KS 66611

FM Factory Mutual System
1151 Boston-Providence Turnpike
P.O. Box 688
Norwood, MA 02062

FS Federal Specification
General Services Administration
Specifications and Consumer Information
Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

GA Gypsum Association
1603 Orrington Avenue
Evanston, IL 60201

- ICBO International Conference of
Building Officials
5360 S. Workman Mill Road
Whittier, CA 90601
- IEEE Institute of Electrical and Electronics
Engineers
345 East 47th Street
New York, NY 10017
- IMIAC International Masonry Industry All-Weather
Council
International Masonry Institute
815 15th Street, N.W.
Washington, DC 20005
- MBMA Metal Building Manufacturer's Association
1230 Keith Building
Cleveland, OH 44115
- MEFA Maple Flooring Manufacturers Association
60 Rivere Drive
Northbrook, IL 60062
- MIL Military Specification
Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19120
- ML/SFA Metal Lath/Steel Framing Association
221 North LaSalle Street
Chicago, IL 60601
- NAAMM National Association of Architectural Metal
Manufacturers
221 North LaSalle Street
Chicago, IL 60601
- NCMA National Concrete Masonry Association
P.O. Box 781
Herndon, VA 22070
- NEBB National Environmental Balancing Bureau
8224 Old Courthouse Road
Vienna, VA 22180

SOUTHERN OREGON UNIVERSITY
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MARCH 2013

REFERENCES
01420

NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NSWMA	National Solid Wastes Management Association 1730 Rhode Island Ave., N.W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Avenue Des Plaines, IL 60018
NWMA	National Woodwork Manufacturers Association 205 W. Touhy Avenue Park Ridge, IL 60068
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606
PS	Product Standard U. S. Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004

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MARCH 2013

REFERENCES
01420

SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1205 48th Avenue North Suite A Myrtle Beach, SC 29577
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
WCLIB	West Coast Lumber Inspection Bureau 6980 S.W. Varns Road Box 23145 Portland, OR 97223
WWPA	Western Wood Products Association 1500 Yeon Building Portland, OR 97204

END OF SECTION

SECTION 01421
DEFINITIONS

PART 1 - GENERAL

1.01 Definitions

A. The following definitions apply to both Drawings and the Specification:

1. "Products" includes materials, systems and equipment.
2. "Provide" means to furnish, fabricate, deliver, install and erect, and connect, including all labor, materials, equipment, apparatus, appurtenances and expenses necessary to complete in-place, ready for operation and use, under the terms of the Specifications.
 - a. The terms "Provide", "Furnish", and "Install" are used interchangeably in the Specifications and on the Drawings.
3. "As shown", "as detailed", "as indicated", or words of similar import mean as indicated on the Drawings.
4. "As selected" or words of similar import mean as selected by, or as accepted by Architect.
5. "Approved" means reviewed by Architect.
6. "For approval" means for Architect's review.
7. "Or equal" means as reviewed and accepted by Architect.

Acceptance of each "equal" product is at the sole discretion of Owner and Architect, and is subject to the following qualifications:

- a. Equal in quality of material, in structural assembly and in details of construction.

- b. Equal in performance, mechanically and technically.
 - c. Equal in finish, or in characteristics permitting specified finish application.
 - d. Equal in plan arrangement: If substitutions require rearrangement of partitions, openings for pipe work or ducts, intakes, exhausts and other items, then such arrangements shall, in the opinion of the Architect, be equal in convenience and compatible to the original arrangement. If such rearrangement is by the Architect and involves additional cost, such additional cost including the time of the Architect shall be borne by the Contractor.
 - e. Equal in price: Materials and equipment which are competitive products, and are approximately equal in price on the open market, will be considered equal in price.
 - f. Repair and maintenance: An important condition in determining equality of substitute materials and equipment is the availability of replacement parts and of maintenance service. An inequality in this respect between proposed substitutions and specified products may be a determining factor in denying approval.
8. "Shall" is mandatory.
9. "As required" means as required by the Contract Documents.
10. "As necessary" means essential to the completion of the Work.
11. "As directed" means as directed by the Architect.
12. "Concealed" means embedded in concrete or other construction, installed within furred spaced, within double partitions or above suspended ceilings, in trenches, in crawl spaces, or in enclosures.

13. "Exposed" means not installed underground or "concealed" as defined above.
14. "Work" comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
15. The Article "Section Includes" in these Specifications means work included but not necessarily limited to the items listed shall be provided.
16. The term "N.I.C." means the items referred to are not included in the Contract in any manner except that the Contractor shall verify the dimensions of any such item(s) to ensure that his installed work will not prevent the installation of item marked "N.I.C." in the space provided therefor.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01422
ABBREVIATIONS

PART 1 GENERAL

1.01 SECTIONS

A. Schedule of Abbreviations.

1.02 ABBREVIATIONS

- A. The following list interprets most abbreviations used on the drawings. If an abbreviation is not included in this listing, an interpretation will be made by the Architect/Engineer upon notification.

ACOUST.	ACOUSTICAL	E.B.	EDGE BAND
ADJ.	ADJUSTABLE	ELECT.	ELECTRIC
A/C	AIR CONDITIONING	ELEV.	ELEVATION
A.H.	AIR HANDLER	ENCL.	ENCLOSURE
ALUM.	ALUMINUM	EQ.	EQUAL
APPROX.	APPROXIMATE	EXIST.	EXISTING
A.C.	ASPHALTIC CONCRETE	EXP.	EXPANSION
BM	BEAM	EXT.	EXTERIOR
BLDG.	BUILDING	F.G.	FIBERGLASS
B.U.	BUILT-UP	FIN.	FINISH
CAB.	CABINET	F.F.	FINISHED FLOOR
CLG.	CEILING	FLR.	FLOOR
CTR.	CENTER	FLUOR.	FLUORESCENT
C.L.	CENTERLINE	FT.	FOOT
COL.	COLUMN	FOHC	FREE OF HEART CENTER
CONC.	CONCRETE	GALV.	GALVANIZED
CONT.	CONTINUOUS	GA.	GAUGE
CJ	CONTROL JOINT	GL.	GLASS
CSK.	COUNTERSINK	G.L.	GLUE-LAMINATED
D.L.	DEADLOAD	GYP.BD.	GYP SUM WALL BOARD
DIAM.	DIAMETER	HDW.	HARDWARE
DIM.	DIMENSION	HDR.	HEADER
DBL.	DOUBLE	HVAC	HEATING, VENTILATING, AIR CONDITIONING
D.S.	DOWNSPOUT	HGT.	HEIGHT
DWG.	DRAWING	HC	HOLLOW CORE
D.F.	DRINKING FOUNTAIN	H.M.	HOLLOW METAL
E	EAST	HORIZ.	HORIZONTAL
EA.	EACH	H.B.	HOSE BIBB
E.S.	EACH SIDE	INSUL.	INSULATION
E.W.	EACH WAY		

ID	INTERIOR DIMENSION	R.D.	ROOF DRAIN
K.D.	KILN DRIED	RM.	ROOM
LAM.	LAMINATE	R.O.	ROUGH OPENING
LAV.	LAVATORY	R.B.	RUBBER BASE
LT.	LIGHT	S	SOUTH
LIN.	LINEAR	SECT.	SECTION
L.L.	LIVE LOAD	SHT.	SHEET
MFR.	MANUFACTURER	SIM.	SIMILAR
M.O.	MASONRY OPENING	SL	SLIDING
MATL.	MATERIAL	SPKR.	SPEAKER
MAX.	MAXIMUM	SPEC.	SPECIFICATIONS
MECH.	MECHANICAL	SQ.	SQUARE
MED.	MEDIUM	SS	STAINLESS STEEL
MTL.	METAL	STD.	STANDARD
MIN.	MINIMUM	STL.	STEEL
M.C.	MOISTURE CONTENT	STOR.	STORAGE
NOM.	NOMINAL	ST.	STREET
N	NORTH	STRUCT.	STRUCTURAL
N.I.C.	NOT IN CONTRACT	SUSP.	SUSPENDED
N.T.S.	NOT TO SCALE	TEL.	TELEPHONE
OBS.	OBSCURE	TELCO	TELEPHONE COMPANY
O.C.	ON CENTER	TEMP.	TEMPERED
OPNG.	OPENING	T&G	TONGUE & GROOVE
OD	OUTSIDE DIAMETER	TJ	TOOLED JOINT
OA	OVERALL	TYP.	TYPICAL
O.H.	OVERHEAD	VERT.	VERTICAL
PR.	PAIR	VGDF	VERTICAL GRAIN DOUGLAS FIR
PLAS.	PLASTIC	VIN.	VINYL
PLYWD.	PLYWOOD	V.C.T.	VINYL COMPOSITION TILE
P.T.	PRESSURE TREATED	W.H.	WATER HEATER
P.L.	PROPERTY LINE	W.R.	WATER RESISTANT
R	RADIUS	W.P.	WEATHERPROOF
REFR.	REFRIGERATOR	WWM	WELDED WIRE MESH
REG.	REGISTER	W/	WITH
REINF	REINFORCING	W/O	WITHOUT
REQD.	REQUIRED	WD	WOOD
R.H.	RIGHT HAND		
RF.	ROOF		

END OF SECTION

SECTION 01450

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-ups.
- E. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. Section 01420 - References
- B. Section 01330 - Submittals procedures: Submission of Manufacturers' Instructions and Certificates
- C. Section 01600 - Product Requirements: Requirements for material and product quality.

1.03 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 fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when 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.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test,

adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Submit report in duplicate within 30 days of observation to Architect/Engineer for review.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, ventilation, telephone service, email, water, and sanitary facilities, and removal of any temporary utilities.
- B. Temporary Controls: Barriers, security, noise control, and no smoking
- C. Construction Facilities: vehicular access, parking, progress cleaning,

1.02 RELATED SECTIONS

- A. Section 01770 - Closeout Procedures: Final cleaning.

1.03 TEMPORARY ELECTRICITY

- A. The Contractor will be permitted to use the existing electrical outlets at the building. The Contractor shall take all reasonable measures to conserve electricity

1.04 TEMPORARY LIGHTING

- A. Not required.

1.05 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases, and to prevent excess thermal movement of the building.

1.06 TELEPHONE SERVICE

- A. Provide a mobile (cell) telephone number for the Field Supervisor assigned to this Project.

1.07 EMAIL

- A. Provide email address for the Contractor's Project Manager

1.08 WATER SERVICE

- A. The Contractor will be permitted to use the water outlets at existing building. The Contractor shall take all reasonable measures to conserve water.

- 1.09 TEMPORARY SANITARY FACILITIES
- A. Provide at the time of mobilization and maintain portable sanitary facilities until the date of Substantial Completion. Provide facilities approved for use at the construction site by OSHA and the Jackson County Health Department. Owner's restroom facilities are not available for the Contractor's and for their force's use.
- 1.10 VEHICULAR ACCESS
- A. Site access by construction and delivery vehicles is on existing roadbeds.
 - B. Provide and maintain access to fire hydrants. Provide unimpeded access for emergency vehicles.
 - C. Clean daily paved surfaces of Public Right-of-Ways soiled by operations of the Work.
- 1.11 PARKING AND STAGING
- A. SOU will designate a staging area on University Way immediately west of Taylor Hall for contractor use. Contractor shall have sole responsibility for the security of the staging area.
 - B. SOU parking regulation will be enforced except at the designated contractor staging area. Contractor may purchase vendor parking permits from the SOU Parking Office to park in any SOU parking lot.
 - C. Parking on City streets is available on a first come, first served basis.
 - D. Repair areas used for construction operations to pre-construction conditions.
- 1.12 BARRIERS
- A. Provide barriers to prevent entry and injury to persons not associated with the work of this contract. Maintain barriers during all non-working periods. Provide safety lighting where necessary to alert persons to the existence of such barriers. Orange plastic safety fencing is approved for use on this Project.
 - B. Provide barriers to prevent unauthorized entry to construction areas. Provide barriers to protect from damage construction, materials, and adjacent properties.
 - C. PROVIDE PROTECTION FOR EXISTING LANDSCAPING. SEE DRAWING SHEET G001.
 - D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- 1.13 PROGRESS CLEANING AND WASTE REMOVAL
- A. Maintain construction areas free of waste materials, debris, and rubbish. Maintain work areas in a clean and orderly condition.
 - B. Clean site & construction area daily of debris from this construction.

1.14 SECURITY

- A. Security Program: Protect Work and Owner's operations from theft, vandalism, and unauthorized entry. Maintain program throughout construction period until Owner occupancy. Contractor shall secure the building at the end of every work day.

1.15 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.16 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.17 NO SMOKING

- A. Smoking is PROHIBITED ON THE ENTIRE SOU CAMPUS.

1.18 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Substantial Completion inspection.
- B. Clean and repair damage to the building caused by the Work.
- C. Restore existing and permanent facilities used during construction to original condition.

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.

1.02 RELATED SECTIONS

- A. Section 01450 - Quality Control

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- D. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- E. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products Specified by References or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.07 SUBSTITUTIONS : See Section 01630 Product Substitutions

SECTION 01630
PRODUCT SUBSTITUTIONS

PART 1 – GENERAL

1.01 GENERAL INFORMATION – SUBSTITUTIONS

- A. Whenever a material, article, and/or piece of equipment is identified in the Contract Documents by reference to a manufacturer's or vendor's name, trade name, catalog number, or the like, it is so identified for the purpose of establishing a standard, and any material, article, and/or piece of equipment of other manufacturers or vendors which will perform as an equal for the duties imposed by the design (Work) will be considered equally acceptable provided the material, article, and/or piece of equipment that is proposed is in the evaluation by the Architect and by the SOU Project Manager of equal substance, appearance, and function. The proposed material, article, and/or piece of equipment shall not be purchased or installed by the Contractor without the Architect's written approval.
- B. The Architect and the SOU Project Manager will be the only judges of acceptability of any proposed substitution.

1.02 SUBSTITUTIONS DURING BID PERIOD

- A. No request for substitution approval will be considered unless the proposal is a written request per subsection 1.04 SUBSTITUTION REQUEST FORMAT. The request must be received by the Architect at least (5) five business days prior to the bid opening.
- B. Submit substitution request on Form B-5A provided in Bid Documents
- C. The Architect will issue addenda prior to Bid Opening, within the period allowing addenda, listing all approved substitutions.

1.03 SUBSTITUTIONS AFTER CONTRACT AWARD

- A, Approval will be granted only when:
 - 1. Specified Product can not be delivered without a project delay, or
 - 2. Specified Product has been discontinued, or
 - 3. Specified Product or products has been replaced with a superior product, or
 - 4. Specified Product will not perform properly, or
 - 5. Specified Product will not fit within a designated space, or
 - 6. Specified product does not comply with governing codes.
- B. The Architect will issue a Change Order authorizing an approved substitution and revising the Contract Sum and/or Time where appropriate.

1.04 SUBSTITUTION REQUEST FORMAT

A. Each Request for Substitution submitted for approval shall include:

1. Identify the Product for which substitution is requested; include specification section and page number.
2. Identity of substitution – include complete product description, drawings, photographs, performance and test data, and any other information necessary for evaluation.
3. Quality comparison of proposed substitution with the specified product.
4. Changes in other work required due to the substitution
5. Impact on the construction schedule
6. Cost of the proposed substitution compared with the specified product
7. Any required license fees or royalties
8. Availability of maintenance service
9. Source of replacement materials

1.05 SEE SECTION 01330 – SUBMITTAL REQUIREMENTS

1.06 CONTRACT COMPLIANCE

- A. The Substitution approval does not relieve the Contractor from responsibility for the proper execution of the Work and for compliance with the Contract requirements.

END OF SECTION

SECTION 01770
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures for Substantial Completion and Final Inspection.
- B. Final cleaning.
- C. Adjusting.

1.02 RELATED SECTIONS

- A. Section 01500 - Temporary Facilities and Controls: Progress cleaning.
- B. Section 01780 - Closeout Submittals

1.03 CLOSEOUT PROCEDURES - SUBSTANTIAL COMPLETION

A. Contractor:

- 1. Submit written declaration to the Architect and the SOU Project Manager that the Contract Documents have been reviewed, Work has been inspected, and that project, or designated portion thereof, is substantially complete in accordance with Contract Documents at total project completion.
- 2. Submit list of major items to be completed or corrected.
- 3. Prior to preliminary substantial completion inspection, submit:
 - a. Operation and maintenance data: To requirements of each Section of these Specifications.
 - b. Guarantees, warranties, and bonds.

- B. Architect will make preliminary inspection within five days after receipt of Contractor's declaration.

- C. Should the Architect evaluate that the Work is substantially complete:
1. The Contractor will prepare a COMPREHENSIVE PUNCH LIST OF ITEMS to be completed or corrected, as determined by the inspection. The Architect will review this list and add or subtract items.
 2. Architect will prepare and process a Certificate of Substantial Completion, containing:
 - a. Date of Substantial Completion.
 - b. Punch list of items to be completed or corrected.
 - c. The time within which Contractor shall complete or correct work of listed items.
 - d. Date and time Owner will assume possession of Work or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - (1) Insurance.
 - (2) Utilities.
 - (3) Operation of electrical items
 - (4) Maintenance and cleaning.
 - (5) Security.
 - f. Owner will occupy project, under provisions stated in Certificate of Substantial Completion.
 3. Contractor shall: Complete work listed for completion or correction, within designated time.
- D. At time of inspection, should substantial completion not be certified, complete the work and resubmit declaration in accordance with 1.03A.

1.04 CLOSEOUT PROCEDURES

- A. Contractor shall submit written declaration to the Architect and the SOU Project Manager that:

1. All aspects of Contract Documents have been complied with.
 2. All items on substantial completion punch list have been completed.
 3. All tools, construction equipment, and surplus materials have been removed from site.
- B. Contractor with the Architect and the SOU Project Manager will make the final inspection to ensure completion of all contract requirements.

1.05 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Comply with Section 01780.
- B. Deliver evidence of compliance with requirements of governing authorities if applicable.

1.06 FINAL CLEANING

- A. Execute final cleaning after interior plaster has been completed and prior to final inspection.
- B. With exceptions specified, use materials and methods for cleaning and polishing as recommended by the appropriate manufacturers. Soaps and cleaners shall be of types not injurious to the surfaces on which they are used. Use of acids is prohibited except as specified.
- C. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, grease, dust, dirt, fingerprints, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean light fixture lenses inside and out.
- D. Hand dust and clean shelving, cabinets, and interior surfaces.
- E. Repair, patch, and touch-up marred interior and exterior surfaces to match adjacent finishes.

- F. Clean equipment and fixtures to a sanitary condition.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.07 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01780
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties.
- D. Spare parts and maintenance materials.

1.02 RELATED SECTIONS

- A. Section 01500 - Temporary Facilities and Controls:
Progress cleaning.
- B. Section 01770 - Closeout Procedures

1.03 CLOSEOUT PROCEDURES - SUBMITTALS FOR FINAL
APPLICATION FOR PAYMENT

- A. Final application for payment in accordance with Contract Documents.
- B. Contractor's Affidavit of Payment of Debts and Claims.
- C. Duly execute all submittals before delivery to Architect.
- D. Submit final accounting statement to Architect. Reflect all adjustments.
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. All change orders.
 - b. Deductions for uncorrected work.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Project Manual/Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Field testing records.
 - 7. Survey Drawings.
 - 8. Correspondence file.
 - 9. All schedules.

- B. Store Record Documents separate from documents used for construction. File documents in accord with CSI Master-format; maintain documents in clean, dry, legible condition. Do not use for construction purposes.

- C. Record information concurrent with construction progress. Do not permanently conceal work until required information has been recorded.

- D. 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 and supplier.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.

- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract Drawings.

- F. Delete Bruce H Abeloe, Architect, from title block and seal from all documents used as record drawings.

- G. Submit record documents to Architect/Engineer every month for review. Scan record drawing to DVD. Two DVDs will be delivered to the Owner.
- H. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 24 pound white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Operating instructions.
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

- G. Part 3: Project documents and certificates, including the following:
 - 1. Shop drawings and product data.
 - 2. Certificates.
 - 3. Photocopies of warranties and bonds.
- H. Part 4: Warranties, including the following:
 - 1. One (1) original warranty per product/system in each O & M Manual.
 - 2. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- I. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- J. Submit final volumes revised, within ten days after final inspection.
- K. Explanation of Submittals: Coordinate a meeting of major subcontractors and suppliers with Owner's representative at final completion to present, review, and explain operating instructions to Owner's maintenance representative.
- L. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

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CLOSEOUT SUBMITTALS

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PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 07600
FLASHING AND SHEET METAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Window head, sill flashing and brake metal at ends of interior partitions

1.02 RELATED SECTIONS

- A. Section 07900 - Joint Sealers.
- B. Section 08410 - Aluminum Storefront Windows: aluminum sill flashing.

1.03 REFERENCES

- A. AISI (American Iron and Steel Institute) - Stainless Steel - Uses in Architecture.
- B. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate.
- C. ASTM A525 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
- D. ASTM B32 - Solder Metal.
- E. SMACNA - Architectural Sheet Metal Manual.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA for standard details and requirements.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Prevent contact with materials which may cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Aluminum for sill and head flashings- see Section 08500

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects. Comply with SMACNA.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside $\frac{1}{2}$ inch.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Conform to drawing details included in the SMACNA Manual.
- B. Secure flashings in place using concealed fasteners.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight
- E. Completed work shall be watertight, free of dents, scratches, and other damages, with joints and corner accurately machined, filed and fitted, and rigidly framed together and connected.

END OF SECTION

SECTION 07900
JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparing substrate surfaces.
- B. Sealant and joint backing.

1.02 RELATED SECTIONS

- A. Section 08800 - Glazing: Sealants required in conjunction with glazing methods.
- B. Section 08500 - Aluminum storefront windows

1.03 REFERENCES

- A. ASTM C920 - Elastomeric Joint Sealants.
- B. SWRI (Sealant, Waterproofing and Restoration Institute) - Sealant and Caulking Guide Specification.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01330.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two cured sets of samples, 1/4 x 4 inch in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SWRI requirements and sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.07 COORDINATION

- A. Coordinate work under provisions of Section 01310.
- B. Coordinate the work with all sections referencing this section.

1.08 WARRANTY

- A. Provide one year warranty under provisions of Sections 01770 AND 01780.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve water tight seal, and, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Colors: Colors selected by the Architect.
- B. Compatibility: Provide materials carefully selected for compatibility with each other and with substrates in each joint system; confirm with sealant manufacturer. Verify that selected sealers will not cause staining, degradation and premature aging of the adjacent surfaces and the sealant itself when in contact with these surfaces.
- C. Bulk sealants:
 - 1. For all interior applications:
 - General Electric Corp.: Gesil or Silpruf.
 - Dow Corning Corp.: 790 or 795.
 - Bostick Construction Products Div.: Chem-Chalk 100 or 2000.
 - Tremco Corp.: Spectrem 1 or 2.
 - Rhone-Poulenc: Rhodorsil 5C.
 - Or approved equal.

2. For interior locations, other than floors, such as ceramic wall tile, plumbing fixtures and others where a mildew-resistant sealant is required:

General Electric Corp.: Sanitary 1700.

Down Corning Corp.: 786.

Rhone-Poulenc: Rhodorsil 6B.

Or approved equal.

3. Exterior wall locations: Dow Corning, Rhodosil, Spectrum, or approved equal - non-acid, one part sealant. Color to match new acrylic based finish coat
4. Back-up rods - closed cell, as recommended by Sealant manufacturer.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing:
 - a. Compressible rod stock formed of closed-cell polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material recommended by the sealant manufacturer.
 - b. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.03 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve 2:1 width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

- G. Tool joints: Comply with tooling techniques/methods specified by sealant manufacturer. Provide manufacturer's list of approved tooling methods to Architect prior to sealant installation.

3.04 CLEANING

- A. Clean work under provisions of 01700.
- B. Clean adjacent soiled surfaces.

3.05 PROTECTION OF FINISHED WORK

- A. Protect finished installation under provisions of Section 01500.
- B. Protect sealants until cured.

3.06 SCHEDULE

<u>Location</u>	<u>Color</u>
A. Window perimeter,	Match adjacent plaster finish coat
B. Ceramic Tile	To match the existing grout color
C. Sheet Metal	To match color of sheet metal

END OF SECTION

SECTION 08500
ALUMINUM STOREFRONT WINDOWS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. All work under this section is subject to the Contract Documents and the contractor shall be responsible for and governed by all requirements there under.
 2. Provide all labor, material, and equipment necessary to manufacture and install aluminum windows.
 3. Work includes caulking at junction of this work with adjacent building materials.

1.02 REFERENCES

- A. Standards
1. Comply with provisions of following applicable Standards and Specifications, except as otherwise shown or specified.
 2. NAAMM, ANSI/AAMA and AA Standards for Curtain Wall Construction.
 3. Product symbol designation of 101.85 ANSI/AAMA Voluntary Specifications for Aluminum Windows and Sliding Glass Doors.

1.03 DESIGN REQUIREMENTS

- A. Structural Loading
1. Framing members to meet requirements listed in the current edition of the Aluminum Association's (AA) "Specifications for Aluminum Structures".
 2. Pressures and loads used for design shall satisfy governing building codes. Where permitted by code, load combinations may be multiplied by a reduction factor. An allowable stress increase of 1/3, or any other value, shall not be used in conjunction with a reduced load
 3. Deflection limits:
 - a. Members supporting glass or metal panels: 1/175 times the distance between supports but not greater than 0.75 inch; 2/175 for cantilever length or 0.375 inch maximum.
 - b. Members at sealant joints: Meet the above limits or one half the nominal sealant joint width, whichever is less.
 - c. In the plane of the wall, deflection of framing members shall not exceed 0.125 inch. This includes vertical mullions at corners. Restrict deflection further if required for assembly and fit of components.

- B. Air Infiltration
 - 1. Fixed windows: When tested in accordance with ASTM E 283, air infiltration shall not exceed 0.06 cfm per sq. ft. of fixed window area for an inward test pressure of 6.24 lbf/sq. ft.
- C. Water Infiltration: No water shall pass interior frame of system when tested in accordance with ASTM E 331 at test pressure of 8.0 PSF.
- D. Condensation Requirements: Provide condensation resistance factor (CRF) of at least 54 when tested in accordance with AAMA 1502.7 for 0° F outside and 25 percent relative humidity inside.
- E. Thermal Transmittance: Provide window units that have thermo-break frames

1.04 SUBMITTALS

- A. Shop Drawings:
 - 1. Prepare shop drawings of each sash unit showing plan layout, dimensions, sizes; thickness, reinforcing, hardware and finishes.
 - 2. Provide full size details of head, jamb, sill and mullions, indicating all subframes, trim, pan sill, blocking, anchorage, sealant, and weep hole sizes and locations.
 - 3. Provide joinery details and types of anchorage, including sizes, location, and fastener type size and spacing.
 - 4. Glass types and thicknesses; glazing materials.
- B. Product Data:
 - 1. Manufacturer's specifications and installation instructions including hardware cuts.

1.05 QUALITY ASSURANCE

- A. Qualifications
 - 1. Aluminum windows shall be installed by manufacturer or authorized representative.
 - 2. Aluminum window manufacturer shall be member of AAMA certification program for independent third party certification of performance. Nonmembers of AAMA shall also be acceptable provided substantial and adequate quality control testing is documented prior to award of contract.
 - 3. Products shall bear AAMA Certification program label. Products not bearing the AAMA Certification program label shall also be acceptable provided substantial and adequate quality control testing is documented prior to award of contract.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver windows in ample time to not delay job progress.
- B. Protect factory finishes during shipment and installation.
- C. Protect items in storage from damage using adequate protective covering. Prevent cement, plaster and other materials from getting on and damaging finish.

1.07 PROJECT CONDITIONS

- A. Do no glazing when temperature is too cold for gasket material to be installed without damage.

1.08 WARRANTY

- A. Warranty aluminum windows for period of five years against failure of structural integrity, thermal barrier system, air and water leakage, and failure of glazing material.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in work included, but are not necessarily limited to, following:
 - 1. Fixed Windows: Basis of design: Kawneer Company, Norcross, GA
Other manufacturers' products acceptable if in compliance with contract
 - a. EFCO Windows
 - b. US Aluminum
 - c. Oldcastle
 - d. Tubelite, Inc.
- B. Kawneer TRIFAB 451UT, mill finish, 2" x 4 1/2" with center plane glazing.
- C. Kawneer Glassvent frame at projecting out units with aluminum insect screen with standard wicket., handle: standard cam lock, and 10" hinge.
- D. Accessories: aluminum sill flashing, manufacturers shim units.

2.03 FABRICATION

- A. Construction:
 - 1. Mortise and tenon corners, mechanically joined.
 - 2. All joints milled to a hairline and made watertight.
 - 3. Interior glazed with snap-in glazing beads.
- B. Sub-frames: Provide sub-head, sub-sills and sub-jambs as detailed.
 - 1. Provide panning at sub-heads, sub-sills and sub-jambs where indicated on Drawings.

- C. Weepholes: Provide fully baffled means to conduct infiltrating water to exterior.
- D. Water Shed Members: Provide above side hinged ventilators and similar lines of natural water penetration.
- E. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, in manner indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to installation of window units, examine openings to which work will be attached.
- B. Do not install window units until all openings are rigid, plumb, square and true to line.

3.02 INSTALLATION

- A. Install all work in accordance with manufacturer's written instructions and approved shop drawings.
- B. Anchor mullions and frames so that work will not be distorted nor fasteners overstressed from expansion and contraction of metal.
 - 1. All anchoring devices used in the erection of windows shall be of aluminum, non-magnetic stainless steel or other non-corrosive materials compatible with aluminum.
 - 2. Steel anchors may be used provided that they are properly insulated from the aluminum.
 - 3. Apply a coat of bituminous paint to aluminum in contact with steel, masonry, or concrete to prevent galvanic action.
- C. Sealant application:
 - 1. Clean joints between aluminum framing and other materials, install back-up materials, prime joint surfaces, and apply sealant as recommended by manufacturer. Apply to both sides of aluminum framing.
 - 2. Tool caulked surfaces to slightly concave depression.
 - 3. Apply sealant under sills and around window frames at juncture with masonry and other materials, as specified in Section 7.2.
 - 4. Seal all anchorage, applying sealant to screw holes in sill before installing screws.
 - 5. Seal corners and jamb to sill connections.

6. Do not seal weeps.

3.03 ADJUSTING

- A. All damaged metal work shall be repaired or replaced as directed before final approval of the Architect.

3.04 CLEANING

- A. All aluminum shall be thoroughly cleaned with plain water or a petroleum product as recommended by the manufacturer.
 1. No abrasive agents shall be used.
 2. This contractor shall be held responsible for damage resulting from his use of other cleaning materials.
- B. Remove protective coatings after all construction is completed and leave all work clean.

3.05 PROTECTION

- A. Provide all wood or corrugated paper protective coverings required for protection of the work.

END OF SECTION

**SECTION 08800
GLAZING**

PART 1 GENERAL

1.01 DESCRIPTION

- A. All work under this section is subject to the Contract Documents and the contractor shall be responsible for and governed by all requirements thereunder.
- B. Furnish all labor, material, tools and equipment necessary for the glass and glazing work indicated.
- C. Quality assurance:
 - 1. Glazing shall comply with all requirements of Federal Standard 16 CFR1201, "Safety Standards for Architectural Glazing Materials".
 - 2. Labels: Insulating glass shall have factory labels indicating type and quality.
 - 3. Each type of glass shall be obtained from a single source.

1.02 SUBMITTALS

- A. Shop Drawings:
 - 1. Glass types and thickness; glazing materials.
 - 2. Submit manufacturer's specifications and installation instruction
- B. Warranty: Insulating glass units.

1.03 WARRANTY

- A. Insulating glass to be warranted by manufacturer for a period of 10 years against failure of seal, materials and workmanship.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The basis of the design is PPG glazing. Acceptable manufacturers, or approved equal:
 - 1. AFG Industries, Inc.
 - 2. Cardinal I.G.
 - 3. Ford Glass
 - 4. Guardian Industries
 - 5. HGP Industries
 - 6. Libbey Owens-Ford

7. Spectrum
8. Tempglas
9. Viracon, Inc.

B. Insulating glass:

1. 1" thick, 2 lights of 1/4" glass with 1/2" air space.
2. Clear exterior light, clear interior.
3. Edges sealed and bonded as required by manufacturer.
4. Warranted for 10 years against defects and seal failure.
5. For properties of individual glass panes making up units, refer to product requirements specified elsewhere in this section applicable to types, classes, kinds and conditions of glass products indicated.

SEE DRAWINGS FOR GLAZING TYPES AND LOCATIONS

C. Glazing compound

1. Elastic glazing compound for wood or metal setting as required.
2. Acceptable manufacturers' products, or approved equal:
 - a. Tremco Proglaze and 440 tape.
 - b. GE Silglaze
 - c. Pecora M242

PART 3 EXECUTION

3.01 PREPARATION

- A. Before starting any work, carefully examine windows and frames to be glazed.
- B. Indicated glass sizes are approximate. Determine actual sizes of glass by measuring the frames to receive glass, making proper allowances for expansion and contraction, and to provide for required bedding.
- C. If a condition exists which will affect the satisfactory installation of the work or endanger its permanency, immediately notify General Contractor in writing.
- D. Commencement of work constitutes acceptance of the windows and frames, and of responsibility to rectify any unsatisfactory glazing condition that result.

3.02 GLAZING

- A. All glazing, including setting blocks, spacers and edge blocking, shall be in accordance with the procedures recommended in the "Glazing Manual of the Flat Glass Marketing Association", with special attention to the following:
 1. Before glazing, check openings to see if they are square, plumb and true to plane.

2. Glazing beads or stops shall be carefully removed and reset as required. Do not mar, deface or damage any part of sash frame, door or trim.
3. Set units of glass in each series of windows with uniformity of pattern, draw, bow, and similar characteristics.

3.03 CLEANING

- A. Remove excess glazing materials from glass and metal surfaces.
- B. Use only manufacturer's recommended cleaners and solvents.
- C. Follow glass manufacturer's instructions for cleaning and removal of labels as required to leave glass in clean and satisfactory condition.

END OF SECTION

**SECTION 09200
PLASTER**

PART 1 – GENERAL

1.01 SECTION INCLUDES:

- A. Acrylic-based textured finish coat over existing exterior wall plaster surfaces.**
- B. 3 coat system over existing concrete fin columns**
- C. Leveling coat plus acrylic-based finish coat over existing exterior painted CMU and painted concrete wall surfaces**
- D. Bonding agent used at the different installations**

1.02 RELATED SECTIONS

- A. Section 01330 – Submittal Requirements**
- B. Section 01600 – Product requirements**

1.03 REFERENCES

- A. Northwest Walls and Ceilings Bureau – Portland Cement Plaster C Guide – Latest edition.**

1.04 QUALITY ASSURANCE

- A. Contractor shall provide trained personnel qualified to install bonding agent, plaster and acrylic-based finishes per the scope of work described in this specification.**

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle and protect products for use on the project.**
- B. Deliver product to job site without exposure to weather or other sources of moisture and deliver in manufacturer's unopened containers, packages, or bundles; clearly identified.**
- C. Store in dry, ventilated space off the ground**
- D. Protect materials from soiling, rusting, and damage**

1.06 SITE CONDITIONS

- A. Contractor shall have reasonable and safe access to the jobsite for delivery, staging, storing, mixing, and application of materials required for the described scope of work.**

1.07 ENVIRONMENTAL CONDITIONS

- A. Cold weather requirements: not applicable since work will be completed during the summer.
- B. Warm weather requirements: Protect plaster against uneven and excessive evaporation and from strong flows of dry air, both natural and artificial. Apply moist cure to plaster to prevent dry out during the first 48 hours or longer as required by climatic conditions. Provide suitable coverings, moist curing, barriers to deflect sunlight and wind, or combination of these as required.
- C. Application requirements: for each Product specified follow the Manufacturer's requirements and instructions.
- D. Protection: protect finished surface installed. When application of cement plaster is to interior spaces, screen openings with plastic film when building is subject to hot, dry winds, or when temperature differentials between interior and exterior spaces of more than 20 degrees F are present.

1.08 SUBMITTALS

- A. Provide color samples to Owner.

PART 2 – PRODUCTS

2.01 ACRYLIC-BASED TEXTURED FINISH COAT OVER EXISTING EXTERIOR WALL PLASTER SURFACES

- A. Bonding agent: Larsen Products Corporation Weld-Crete Bonding Agent or approved equal.
- B. Finish coat: Parex 534 Sand Fine or Parex 535 Sand Course 100% acrylic-based polymer. Match the existing building exterior plaster texture. Color to be selected by Owner.

2.02 3 COAT SYSTEM OVER EXISTING CONCRETE FIN COLUMNS

- A. Bonding agent: See Subsection 2.01 A.
- B. Scratch and brown coats: two coats Western 1- KOTE manufactured by Sacramento Stucco or approved equal.
- C. Finish coat: See Subsection 2.01 B

2.03 LEVELING COAT PLUS FINISH COAT ON EXISTING EXTERIOR PAINTED CMU AND PAINTED CONCRETE WALL SURFACES

- A. Bonding agent: See subsection 2.01 A
- B. Leveling coat: Parex 121 Base Coat + Adhesive or approved equal. Apply 1/8 inch thick
- C. Finish coat: See Subsection 2.01B

2.04 WATER –clean, fresh, potable and free of mineral or organic matter, which can effect plaster.

2.05 TRIM

- A. Casing bead:** galvanized roll-formed sheet metal minimum 26 gauge, depth governed by plaster thickness. Maximum lengths.
- B. Corner bead:** galvanized roll-formed sheet metal, minimum 26 gauge, maximum lengths; 2 5/8 inch expanded metal flanges (3 ¼ inch reinforced flanges)
- C. Channel screed:** galvanized roll-formed sheet metal, minimum 26 gauge. Depth governed by plaster thickness. Maximum lengths.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.**

3.02 PATCHING AND POINTING

- A. Cut out, clean out and patch loose, damaged concrete . For minor defects up to 1 inch depth use Thorite or approved equal. For repairs at wall openings/penetrations with a maximum 4 inch diameter and greater than 1 inch depth use Thoroseal or approved equal. For repairs at wall openings/penetrations that are greater than 2 inch depth and greater than 4 inch diameter use a non-shrink grout such as Quickete FastSet Non-Shrink Grout or approved equal. Install non-shrink grout mixed as dry as practicable and ram solid. See Patching and Infill Note at Sheet C001. Patches must finish flush with the existing exterior wall surface. Cut out and patch loose, cracked, damaged or defective existing exterior plaster. Patch must match existing plaster texture and finish flush with the existing exterior wall surface. Remove droppings or splatterings from surfaces. Leave clean and in a proper condition to receive the bonding agent.**

3.03 SURFACE PREPARATION – BONDING AGENT

- A. Plaster Contractor to carefully power wash the existing wall surfaces to receive the bonding agent. Surfaces to be free from loose material, dirt, oil, grease, wax, loose paint, mildew, rust, laitance or efflorescence. Do not apply where hydrostatic pressure is present in the substrate. Surface should be inspected prior to application of the bonding agent.**

3.04 BONDING AGENT INSTALLATION

- A. Apply agent using brush, roller or sprayer to form a continuous blue film over the entire surface to receive plaster. Allow at least one hour to dry. Prior to placement of the scratch, leveling or finish coat inspect bonding agent application for continuity of the blue film over the entire surface. Reapply agent over areas not satisfactorily covered. Protect applied blue film from dirt and debris while drying.**

3.05 ACRYLIC – BASED FINISH COAT OVER BONDING AGENT

- A. Mix with clean equipment. Stir to obtain a homogeneous consistency using a heavy duty ½ inch drill with a rust free paddle at 400 – 500 rpm. Avoid air entrainment. Add amount of water needed to achieve finish texture. To avoid color variations, add the same amount of water to each pail of finish as up to 16 oz.**
- B. Application: always maintain a wet edge and work to corners or joints. For best color consistency use finish with same batch number within a wall section. For more information, see technical Bulletin “Boxing Acrylic Finishes”. Use a clean plastic float or stainless steel trowel. A plastic float will roll the large aggregates more than a stainless steel trowel and may cause swirling. Continuously dry and clean the plastic float or steel trowel while texturing.**
- C. Limitation: Application in direct sunlight in hot weather may adversely affect aesthetics.**

3.06 3 COAT SYSTEM OVER BONDING AGENT

- A. Scratch and brown coats: mix and apply Western 1-KOTE in accordance with ICC Report # 1607 instructions. Apply scratch coat then apply the brown coat a minimum 24 hours later. Brown coat shall be hard floated to promote densification.**
- B. Curing: Western 1-KOTE must be hydrated for the first 48 hours after application to insure proper curing. Environmental conditions will determine the schedule and volume of hydration. Hot, dry windy conditions may dictate curing for an extended period. Follow instructions of finish coat manufacturer for proper application over Western 1-KOTE.**
- C. Finish coat: See Subsection 3.05**

3.07 BONDING AGENT, LEVELING COAT AND FINISH COAT

- A. Bonding agent : See Subsections 3.03 and 3.04**
- B. Leveling coat: mix and apply per Parex instructions**
- C. Finish coat: See Subsection 3.05**

END OF SECTION

SECTION 09900
PAINTING AND COATINGS

NOTE: ALL INTERIOR PAINTING IS N.I.C. ALL INTERIOR PAINTING PERFORMED BY THE OWNER.

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
1. Existing painted downspouts with the plaster recess at downspouts, new conduit at South Wall concrete fin column, and North wall existing CMU screen (See Drawing Sheets A101 and Sheets A201).
 2. Alternate No. 1 – painting existing condensate pipes at the north wing.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Product List: For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 2. Printout of current “MPI Approved Products List” for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

- A. MPI Standards:
1. Products: Complying with MPI standards indicated and listed in “MPI Approved Products List.”
 2. Preparation and Workmanship: Comply with requirements in “MPI Architectural Painting Specification Manual” for products and paint systems indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8L) of each material and color applied.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Benjamin Moore & Co.
 - 2. ICI Paints.
 - 3. PPG Architectural Finishes, Inc.
 - 4. Sherwin-Williams Company (The).
 - 5. Rodda
 - 6. Miller
- B. Products for each general purpose shall be from single manufacturer. Do not Use products by different manufacturers over one another, except for shop prime coats if applicable.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- B. Colors: As selected by Architect from manufacturer's full range or as shown on the Finish Schedule.

2.3 METAL PRIMERS

- A. Quick-Drying Alkyd Metal Primer: MPI #76.

2.4 QUICK-DRYING ENAMELS

- A. Quick-Drying Enamel (Semi-gloss): MPI #81 (Gloss Level 5).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Concrete Masonry Units: remove dirt, loose mortar, scale, salt or alkali powders and other foreign matter. Remove oil and grease with solution of tri-sodium phosphate; rinse well and allow to dry.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

SW = Sherwin-Williams paint. SW is the basis for the schedule but approved equals from the manufacturer list in this specification are acceptable.

- A. EXISTING PAINTED METAL DOWNSPOUTS:
 - 1. Primer- one coat SW Exterior oil Based Y24W8980
 - 2. Two Coats SW A-100 Exterior Flat Latex. Color to match new acrylic based plaster finish coat color.
- B. NORTH WALL EXISTING CMU SCREEN:
 - 1. Filler- one coat SW PrepRite Block Filler
 - 2. Primer- one coat SW Loxon Primer
 - 3. Two coats SW A-100. Color to be selected by Owner.
- C. NEW METAL CONDUIT AT SOUTH WALL
 - 1. Primer – one coat SW All Surface Exterior Latex A41 Series
 - 2. Two coats SW A-100. Color to match new acrylic based plaster finish coat color.
- D. Alternate No. 1 – Existing steel condensate pipes at north wing
 - 1. remove rust from pipes
 - 2. See 3.5 A above

END OF SECTION