Oregon University System

AGREEMENT FOR DESIGN/BUILD SERVICES WITH GUARANTEED MAXIMUM PRICE

This Agreement for Design Build Services (the "Agreement") is made and entered into this _____ day of Month, Year, by and between:

"OWNER": The State Board of Higher Education
acting by and through the University of Oregon

and

"DESIGN/BUILDER": _____
_____
Phone: ( ) -
Fax: ( ) -
E-mail: _____
Federal I.D. No. _____
Oregon CCB# _____

The **"PROJECT"** is: Central Kitchen / Woodshop

Design Builder's Representative: _____
Phone: ( ) -
Fax: ( ) -
E-mail: _____

Owner's Representatives: _____
Phone: ( ) -
Fax: ( ) -
E-mail: _____

_____
Phone: ( ) -
Fax: ( ) -
E-mail: _____

RECITALS

WHEREAS, Owner solicited statements of qualifications from interested Design/Builders for the design and construction of the Project described as part of **Exhibit A** (the "Project"); and

WHEREAS, based on Design/Builder's interview, Design/Builder qualifications statement and related submissions, Owner has selected Design/Builder for the Project; and

WHEREAS, Owner and Design/Builder desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Design/Builder agree as follows:

ARTICLE 1. DEFINITIONS

Except as expressly defined or modified below or elsewhere in this agreement (" Agreement"), all capitalized terms shall have the meanings set forth in Section A of the Oregon University System General Conditions for Public Improvement Contracts, July 1, 2012, attached as **Exhibit H** hereto (the "OUS General Conditions"). The terms below are expressly defined as follows:

1.1 Early Work. Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.

1.2 Early Work Amendment. Early Work Amendment shall mean an Amendment to this Agreement executed by and between the parties to authorize Early Work. Included as part of **Exhibit E**.

1.3 Guaranteed Maximum Price (GMP). GMP shall mean the Guaranteed Maximum Price of the Agreement, as stated in dollars within the GMP Amendment, as determined in accordance with Article 5, and as it may be adjusted from time to time pursuant to the provisions of this Agreement.

1.4 GMP Amendment. GMP Amendment shall mean an Amendment to the Agreement, issued in the form of GMP Amendment included in **Exhibit F** and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.

1.5 GMP Supporting Documents. GMP Supporting Documents shall mean the documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall

expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, unit prices, and alternates that form the basis for the GMP.

1.6 Scope Change. Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to Design/Builder at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the Owner under the Agreement beyond that identified or inferable from the GMP Supporting Documents.

ARTICLE 2. GENERAL DESCRIPTION OF SERVICES

2.1 The Services. The Design/Builder agrees to furnish or arrange for the architectural, engineering and construction services set forth herein and required for completion of the Project on a Guaranteed Maximum Price (hereinafter defined) basis. Design/Builder represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design, administration and construction of building projects of the type and scope contemplated by the Owner's Facilities Program for the Project. Design/Builder represents to Owner that Design/Builder has all necessary architectural, engineering and construction education, skill, knowledge and experience required for the Project and will maintain at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Design/Builder represents that it or Owner-approved subcontractors performing services under this Agreement have all applicable licenses required by the State of Oregon to perform such services.

2.1.1 All services constituting the practice of architecture shall be provided by the Design/Builder's Architect of Record, identified in **Exhibit C** to this Agreement. No substitution of Design/Builder's Architect of Record shall occur except with the prior written consent of Owner. Design/Builder agrees to support Owner's efforts to create a collaborative and cooperative team among the Architect of Record, Design/Builder and Owner's Representative, and Design/Builder agrees that the Architect of Record shall attend all Project team meetings between the representatives of the Owner and the Design/Builder, and at other Project meetings as requested by the Owner. Nevertheless, Design/Builder remains solely liable to Owner for completion and delivery of all Design Services required under this Agreement.

The Owner's review or acceptance of documents, or authorization to continue to the next phase of design or construction, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the Owner will not relieve the Design/Builder of any responsibility for complying with the standard of care set forth herein. The Design/Builder is responsible for all Services to be performed under this Agreement, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the Services;

2.1.2 Design/Builder agrees that this Agreement, the Design Development Documents and the Construction Documents prepared by Design/Builder and approved by Owner shall serve as the basis for the Work.

2.1.3 Design/Builder shall appoint a representative who will be available to Owner and who shall have the expertise and experience required to supervise the Work (the "Design/Builder's Representative") for the duration of the Project. Design/Builder's Representative shall communicate regularly with Owner and shall have the authority to act on behalf of Design/Builder. Design/Builder's Representative may be replaced during the Project only with Owner's prior written consent in accordance with Article 3.6 of this Agreement.

2.1.4 Design/Builder shall conduct meetings with Owner and the Design/Builder's Architect of Record at least once every two (2) weeks during the design phase and weekly meetings during the construction phases of the Work. At the meetings, the Design/Builder shall provide to Owner a status report detailing the progress of the Work and other information as required by the Project documents. The status report shall include not less than the following items: 1) a schedule update, with a detailed 3 week look-ahead schedule and an overall schedule with any modifications to the original schedule identified. With this update provide a list of any matters that have a potential impact to the schedule including but not limited to changes in scope, unforeseen conditions, weather conditions, labor issues, etc. Describe how these issues are impacting both the critical path and anticipated float within the schedule; 2) any discrepancies, conflicts, or ambiguities in the Contract Documents that require resolution. Review all items that have cost or schedule impacts as part of a tracked log that is updated continually over the course of the Project; 3) any safety issues related to the Work; 4) any other matters that require resolution to ensure timely and cost-effective completion of the Work. At least four days prior to the scheduled meeting, Design/Builder shall submit to Owner a list of identified matters that will require resolution, any matters that require Owner's approval, and any proposed deviations from the Project schedule. The Design/Builder shall take meeting notes and within three (3) Days following each meeting provide the Owner's Representative and attendees with minutes of the meeting.

2.1.5 The Design/Builder shall work within the University's Design Guidelines attached as part of **Exhibit A** to incorporate processes, patterns and frameworks established for development and to incorporate defined strategies during the construction process.

2.1.6 Owner's review of, and response to, any of the matters presented above shall not relieve Design/Builder of its obligation to complete the Work within the Contract Time, and shall not be construed as relieving Design/Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work. Owner bears no financial liabilities for the Project due to schedule delays related to site mobilization and/or demolition, or review processes by local jurisdiction.

2.2 Project Schedule. Design/Builder has provided Owner with a preliminary overall project schedule covering the planning, design and construction of the Project which is attached hereto as **Exhibit B**. This preliminary schedule shall serve as the framework for the subsequent development of all detailed construction schedules described in the OUS General Conditions. The Design/Builder shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule. As the schedule should be optimized to efficiently deliver a cost effective Project, the Design/Builder shall consider time to be of the essence in the performance of this Agreement. Modifications to the proposed schedule attached as **Exhibit B** must be agreed upon by both the Design/Builder and the Owner prior to modifying the Contract Time.

2.3 Work Hours. The Design/Builder shall maintain work hours to be between 7am and 5pm local time unless previously authorized in writing by the Owner.

2.3 Cooperation. Endeavor to develop, implement and maintain, a spirit of cooperation, collegiality, and open communication with Owner so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success.

2.4 Interactive Design Process. The Design/Builder shall engage the Owner in an interactive, informational, collaborative user group oriented design process similar to that described by the UO Campus Plan during each stage of the design process described in Article 5 of this Agreement. This process should contain consistent meetings to discuss, develop and review concepts, diagrams, plans, details and cost implications as they develop on the Project.

2.5 Preparation/Sufficiency of Site. Before commencing the design and construction work, the Design/Builder shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other manmade features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule, (v) review and analyze all Project geotechnical, Hazardous Substances structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Design/Builder shall also review all as-built and record drawings, plans and specifications of which Design/Builder has been informed by Owner about and thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by Design/Builder resulting from Design/Builder's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

2.6 Project Team. Design/Builder will use the Project Team identified on **Exhibit C**.

Design/Builder will not remove or replace any members of the Project Team except with the written approval of Owner based upon good cause shown or as directed by Owner as provided hereunder. Further, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Design/Builder shall promptly replace such team member with a qualified individual approved by Owner, in writing, which approval will not be unreasonably withheld.

2.7 Agreement for Design/Build Construction. The "Agreement, " which constitutes the entire agreement between Owner and Design/Builder, consists of: this Agreement and all exhibits hereto; OUS General Conditions; supplemental general conditions, if any; proposal(s) submitted by Design/Builder and accepted by Owner, if any; the Construction Documents; any Change Orders or addenda executed by the Owner and the Design/Builder hereafter; Owner-approved change order(s) or field orders; and the additional documents listed as part of **Exhibit A**, if any. Documents not included or expressly contemplated in this Article 2.7 do not, and shall not, form any part of the Agreement. Without limiting the generality of the foregoing, shop drawings and other submittals from the Design/Builder or its subcontractors and suppliers do not constitute a part of the Agreement.

2.8 Third Party Quality Assurance. The Design/Builder shall participate in, and cooperate with, design-phase, construction-phase, and post-occupancy energy analysis, commissioning (including peer review), testing, validation, and other third-party quality assurance and quality control processes as established by the Owner.

ARTICLE 3. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

3.1 Project Information. Design/Builder acknowledges that Owner has provided Design/Builder with information regarding Owner's requirements for the Project as set forth in the Space Program, Narrative Specification and Equipment List, provided as part of **Exhibit A**.

3.2 Independent Contractor. The Design/Builder is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.

3.2 Performance of Work. The Design/Builder covenants with Owner to cooperate with the Owner's Authorized Representative and utilize the Design/Builder's professional skill, efforts and judgment in furthering the interests of Owner; to furnish efficient design services, business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Contract Documents and in an expeditious and economical manner consistent with the interests of Owner.

3.4 Forms and Procedures. The Owner may develop procedures and forms for the administration and tracking of the Agreement. The Design/Builder agrees to abide by those procedures and use those forms.

3.5 Design/Builder's Project Staff. The Design/Builder's Project staff shall consist of the following personnel:

3.5.1 Project Architect: _____ shall be the Design/Builder's Project Architect and will supervise and coordinate all Design Phase services, participate in all meetings and perform Construction Administration Services as defined in this agreement.

3.5.2 Project Manager: _____ shall be the Design/Builder's Project Manager and will supervise and coordinate all Construction Phase and Preconstruction Phase Services of Design/Builder and participate in all meetings throughout the Project term unless otherwise directed by Owner. Design/Builder represents that the Project Manager has authority to execute Change Orders and Contract Amendments on behalf of Design/Builder.

3.5.3 Job Superintendent: If Construction Phase Services are requested and accepted by Owner, _____ shall be the Design/Builder's on-site job superintendent throughout the Project term.

3.5.4 Kitchen Design and Equipment Consultant: _____ shall be the Design/Builder's Kitchen consultant and will supervise and design the kitchen layout to include kitchen equipment used in the layout.

3.6 Key Persons. The Design/Builder's personnel identified in Article 3.5, any other personnel identified by name in Design/Builder's Proposal and any other personnel identified in **Exhibit C** to this Agreement 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 Design/Builder intends to substitute personnel, a request must be given to Owner at least 30 Days (or such shorter period as permitted by Owner) prior to the intended time of substitution. When replacements have been approved by Owner, the Design/Builder shall provide a transition period of at least 14 days during which the original and replacement personnel shall be working on the Project concurrently. This transition period will not constitute any additional cost to the Owner. All cost for the duplicated staff shall be borne by the Design/Builder. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner.

3.7 Owner's Budget. The Owner shall establish and update an overall budget for the Project, including amounts allocated for design and construction, the Owner's other costs and reasonable contingencies related to these costs as appropriate. Owner shall distribute all budget updates to the Design/Builder on a monthly basis.

3.8 Owner's Representative. The Owner shall designate a representative(s) authorized to act on the Owner's behalf with respect to the Project.

3.9 Time for Performance. The Owner shall review and approve or take other appropriate action on all design submittals of the Design/Builder within the timeframes set forth in **Exhibit B**.

3.10 Property Survey. The Owner has furnished a property survey of the Project site, as part of **Exhibit A**. If required, the Owner shall furnish additional survey information, or direct the Design/Builder to obtain, at the Owner's expense, surveys describing additional physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. If the Design/Builder desires additional property surveys, the Owner must be consulted on any missing requirements prior to the acquisition of any additional survey informations.

3.11 Geotechnical Testing. The Owner has furnished a geotechnical report of the Project site, as part of **Exhibit A**. If the Design/Builder desires additional testing, the Owner must be consulted on any missing requirements. If required, the Owner shall furnish additional testing information , or direct the Design/Builder to obtain, at the Owner's expense, the services of geotechnical engineers as necessary for the Project. Such services may include, but are not limited to, test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate Design/Builder recommendations.

3.12 Hazardous Materials. The Owner has included complete documentation associated with the removal of Asbestos containing materials from the site as part of **Exhibit A**. Many of the structures contain lead paint. The containment of or removal of lead paint shall be the responsibility of the Design/Builder. The Design/Builder must follow all Applicable Laws associated with the handling of these materials.

3.13 Purpose of Owner's Review. Owner's review, inspection, or approval of any Work, Design Documents, Applications for Payment or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Owner's Program and specifications, standards, policies and requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or the Construction Documents shall not relieve Design/Builder of responsibility for the performance of its obligations under this Agreement. Payment by Owner pursuant to the Agreement shall not constitute a waiver of any of Owner's rights under the Agreement or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the Design/Builder if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Agreement.

3.14 Status of Owner. The Owner shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Design/Builder, for any of the foregoing purposes or any other purpose, be deemed the agent of the Owner.

3.15 Owner's Utilities. The Design/Builder shall be responsible to provide and pay for connections to utilities required for temporary service and construction.

ARTICLE 4. DESIGN SERVICES REQUIREMENTS AND STANDARDS

4.1 Quality of Design Services. Design/Builder shall be responsible for the quality, completeness, accuracy, and coordination of Design and Construction Documents. Design/Builder shall provide Design Services that comply with all Applicable Laws and shall be complete and functional for the purposes intended. Design/Builder shall provide for all testing and inspections required by sound architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

4.2 Errors and Omissions. The Design/Builder shall, at no additional cost to the Owner, immediately make additions, changes and corrections to any documents prepared by Design/Builder necessitated by errors and omissions in the Design/Builder's performance of its services. In addition, Design/Builder shall not be entitled to any compensation or adjustment in the GMP for additional work required as a result thereof, provided, upon Owner's written approval, Design/Builder may use contingency funds to pay for Work not included in the Construction Documents which add value to the Project (but expressly excluding any demolition or other costs related to the substitution of such Work for previously installed Work and associated design fees). The foregoing shall not relieve Design/Builder for liability to Owner for any damages, including costs incurred by Owner after termination in whole or in part of this Agreement, resulting from any error or omissions by Design/Builder in the course of its duties under this Agreement.

4.3 Standard of Care. By execution of this Agreement, the Consultant agrees that all Design Services and Construction services performed by the Design/Builder, any other persons, subcontractors, suppliers, or entities for whom Design/Builder is responsible shall be held to the highest standard of care, diligence, skill and judgment in the rendition of all services, which shall be no less than that exercised by Consultants of similar reputation performing work for projects of a size, scope and complexity similar to the work for which the Design/Builder or it's consultants are retained.

4.4 Design Standards. The Design/Builder shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, the University of Oregon Design Guidelines, Open Space Framework Expansion, Campus Plan, and any other guidelines described as part of **Exhibit A**. In addition, the Design/Builder's design shall comply with all applicable building codes, accessibility laws and regulations, University of Oregon Construction Standards, , and other standards in effect at the

time of the design work. To the extent Owner's standards exceed applicable legal requirements; such standards shall be met unless Design/Builder obtains a variance from Owner in writing.

4.5 Permits. The Owner shall be responsible for the cost of the main building permit and costs associated with City plan review. The Design/Builder shall be responsible for a timely coordination of all review meetings and applications with city staff necessary to acquire the permit and initiate the inspection process. Owner's representative shall be invited to all meetings with city staff. Design/Builder shall submit all documents and applications required for plan review and obtaining the building permit. Design/Builder responsible for all aspects of obtaining all necessary trade specific permits and other governmental approvals necessary for the development of the Project and shall obtain the same at the times necessary to meet the Project schedule.

4.6 Design Software. The design and construction drawings shall be developed using AutoCAD or Building Information Modeling (BIM) software - latest UO approved version. See **Exhibit A**.

4.7 Notice of Non-Compliance with Law. If Design/Builder believes or is advised by another design professional retained to provide services on the Project that implementation of any instruction received from Owner would cause a violation of any applicable law, Design/Builder shall promptly so notify Owner in writing.

ARTICLE 5. BASIC DESIGN AND PRE-CONSTRUCTION SERVICES ("Basic Services")

5.1 Project Requirements. The Design/Builder shall meet with the Owner to ascertain the requirements of the Project. The approved Space Program, Narrative Specification & Equipment List (ATTACHMENT A-1) shall serve as the basic planning document for the development of plans and specifications.

5.2 Program Evaluation. The Design/Builder shall provide a preliminary evaluation of the Owner's Facilities Program, schedule and construction budget requirements, each in terms of the other. This Project has established a priority for the development of the Project with the budget being the predominant determining element guiding the development of the Project. Maximizing the achievable program within the given Project budget is the primary objective. The schedule for the Project is of secondary importance and should be optimized for the most cost effective approach to the delivery of the Project.

5.3 Project Alternatives. The Design/Builder shall review with the Owner alternative approaches to design, Project documentation and construction of the Project.

5.4 Submittal Requirements. When the Design/Builder makes submittals to the Owner at the various phases of design, the Design/Builder shall comply with the requirements for the type and quantity of such submittals set forth on **Exhibit D**.

5.5 On-Site Program and Budget Verification. During the design phases, Design/Builder agrees to provide, as part of Basic Services, onsite program and budget verification, development and review workshops necessary or desirable to develop a design, acceptable to Owner and its user groups, which is within Owner's budget. Such workshop(s) will be conducted with representatives of Owner's user groups and the Owner's Representatives. Without limitation of the foregoing, at the Program Verification/Conceptual Design, Schematic Design and Design Development phases, the Design/Builder shall support and attend presentations and shall include drawings, models, renderings, animations, and other tools as necessary to illustrate and convey information on particulars of the design intent. This shall include site plans with building footprint, landscape and tree removal plans, building elevations, and architectural details as needed. At such presentation the Design/Builder shall also address all issues and concerns previously identified but not yet addressed by the Design/Builder to the Owner's user groups' satisfaction.

5.6 Quality Control Programs. The Design/Builder shall establish and submit for Owner review within thirty (30) calendar days of the Owner's execution of this Agreement:

(i) Project reporting procedures;
(ii) Quality Control and Testing Program; and
(iii) Safety program.

5.7 Jobsite Management & Logistics Plan. The Design/Builder shall develop a comprehensive jobsite management and logistics plan for the Owner's review. This plan shall be submitted with 100% Design Development submittal and shall be included in GMP supporting documentation.

5.8 LEED Certification. The Design/Builder shall provide services needed to satisfy the requirements of LEED certification being sought by Owner during the design, construction and post construction phases of the Project. The Design/Builder shall work with Owner to work diligently toward the stated target budget to pursue the highest possible performance of the building in association with the Owner's stated goals including; the Oregon Model of Sustainable Development, the Advanced Energy Threshold, and Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level of GOLD.

5.9 Program Verification and Conceptual Design (PV&CD). Based on the approved Program and Narrative Specification, schedule and construction budget requirements, the Design/Builder shall prepare several alternative design solutions.
The Design/Builder shall present these alternatives to the Owner, making submittals of studies, consisting of sketches and initial concepts in accordance with schedule requirements. After receiving the Owner's comments, the Design/Builder shall prepare, for approval by the Owner, Conceptual Design Studies which shall represent one or more recommended solutions. The submittal shall consist of documents, including sketches, initial concepts and project budget, orientation, and relationships to existing and future programmed projects.

5.10 Schematic Design (SD). Based upon the approved Conceptual Design studies, the Design/Builder shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, or three dimensional renderings, outline narrative specifications and other documents illustrating the scale and relationship of Project components, energy conservation approach, building systems parameters and refined project budgets. The Design/Builder shall submit to the Owner the Schematic Design Documents for review in accordance with schedule requirements. See Design Documentation Requirements, included as part of Exhibit A. With the assistance of Campus Planning and Real Estate, meet with Owner's Campus Planning Committee as often as required during the Schematic Design Phase and upon completion of the Schematic Design Phase to obtain a positive recommendation to the University of Oregon President that the schematic design, based upon the final schematic design documents, be accepted.

5.11 Design Development Phase. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Facilities Program, schedule or construction budget, the Design/Builder shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, three dimensional renderings, full format specifications, updated project budget in CSI division format and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, fire protection and electrical systems, materials and such other elements as may be appropriate. The Design/Builder shall submit the Design Development Documents to the Owner for review in accordance with schedule requirements. These submittals will be required at two points during the Design Development Phase; the first at 50% Design Development; the second review is required at 100% Design Development. The Owner will provide comments to both Design Development sets. The Design/Builder shall establish a conformed set of documents based upon the 100% Design Development documentation and the Owner's comments. This conformed set shall be the record document that establishes the design basis for the GMP. See Design Documentation Requirements a part of **Exhibit A**.

5.12 Construction Documents Phase. Based on the conformed Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design/Builder shall prepare and submit to Owner Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner at the 95% stage in accordance with schedule requirements.

5.13 Construction Reports. At each phase of preliminary design, the Design/Builder shall provide, in addition to design drawings, a report detailing construction issues and concerns relating to the design, in light of Owner's goals and the Space Program for the Project, with detail appropriate to the level of design. Without limitation of the foregoing, the construction report shall:

(i) include an estimate of overall construction cost, with Design/Builder's contingency associated with the Cost of the Work specifically identified as a line item;

(ii) identify conceptual decisions that were made or will need to be made which are necessary to prepare accurate cost reports with the fewest assumptions, qualifications and exclusions;
(iii) provide an analysis and evaluation of jobsite management, site logistics, budget and schedule considerations considered in preparation of the design drawings;
(iv) provide an analysis and evaluation of the constructability issues which were addressed in preparing the design drawings or which need to be addressed during future design phases; and
(v) provide an analysis and evaluation of the design drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction, value engineering, identification of long-lead materials affecting the Construction Schedule, availability of labor and other factors affecting construction. Explain how the completeness level impacted the establishment of the contingency levels defined in your cost estimate.

5.14 Construction Schedules. Design/Builder shall supplement the overall Project Schedule attached as **Exhibit B** with a detailed Construction Schedule. The submission of the initial Construction Schedule shall be submitted as part of the 100% Schematic Design Submittal described in this Article 5; a final Construction Schedule shall be submitted with the Guaranteed Maximum Price proposal; and revised Construction Schedules in accordance with the OUS General Conditions.

5.15 GMP Proposal.

5.15.1 At the completion of 100% Design Development, the Design/Builder shall prepare and deliver to the Owner, a Guaranteed Maximum Price ("GMP") proposal. The cost prepared by the Design/Builder shall include but not be limited to the following items in the GMP proposal:

(i) a recital of the specific Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the GMP proposal;
(ii) any previously executed Early Work Amendments identified as part of item (iii) below;
(iii) the five (5) elements of the Guaranteed Maximum Price:
a. Guaranteed Maximum Cost of the Work (hereinafter defined), detailed by each subcontract, trade, or bid division;
b. the Design/Builder's Contingency for the Work (6% of the Cost of the Work shall be the maximum contingency acceptable by the Owner at the time of GMP);
c. Guaranteed Maximum Design/Builder's Staffing Cost (hereinafter defined), detailed by expense category;
d. Guaranteed Maximum General Conditions Cost (includes bond & insurance costs) (hereinafter defined), detailed by expense category; and
e. Guaranteed Maximum for Design/Builder's Overhead and Profit ("OHP").
(iv) a draft schedule of values;
(v) a description of all other inclusions to, or exclusions from, the GMP;
(vi) all assumptions and clarifications; and
(vii) the final Construction Schedule.

5.15.2 The Design/Builder acknowledges that the Construction Documents may be incomplete at the time the Design/Builder delivers the GMP proposal, and that the Construction Documents may not be completed until after commencement of the Work. Nevertheless, the GMP proposal shall include all costs for the Work required by the completed Construction Documents, and if the GMP proposal is accepted by the Owner, the Design/Builder shall be entitled to no increase in the GMP if the Work required by the completed Construction Documents (i) is required by the Agreement, (ii) is reasonably inferable from the incomplete documents, (iii) is consistent with the Owner's programmatic goals and objectives, (iv) is consistent with the Owner's Design and Construction Standards and the general industry standards for completion of the Work, (v) is not a substantial enlargement of the scope of Work or (vi) substantially conforms to the nature, type, kind or quality of Work depicted in the incomplete documents.

5.15.3 If the GMP proposal is unacceptable to the Owner, the Owner shall promptly notify the Design/Builder in writing. Within fourteen (14) calendar days of such notification, the Owner, and Design/Builder shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or to the GMP.

5.15.4 The Owner may, at its sole discretion and based upon its sole judgment, (i) indicate its acceptance of a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project; or (iv) proceed to establish an Agreement with another Design/Build proposer; or (v) proceed to establish a direct Contract with the Architect of Record within the Design/Build team for the purpose of developing Construction Documents that could be used to solicit bids under a Design/Bid/Build delivery method.

5.15.5 If the Design/Builder does not furnish a GMP acceptable to Owner within Owner's Target GMP Range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate the Agreement without liability, and the Design Builder shall not receive additional compensation beyond the Design Fees and Preconstruction Fee under the Agreement and sums due under any Early Work Amendment. Termination under this provision shall proceed under Section J.5 and J.6 of the OUS General Conditions as a termination for Owner's convenience. Design/Builder further agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise for termination of the Agreement under these provisions.

5.15.6 If the Owner, prior to or after the acceptance of a GMP proposal determines, in its sole discretion and based upon its sole judgment that the Architect of Record within the Design/Build team is not performing to Owner's satisfaction, then the Owner may (i) require the Design/Builder to replace the Architect of Record within the Design Team with a replacement Architect acceptable to Owner or (ii) proceed to establish a direct contract with the Builder based upon the terms of this Agreement and enter into a separate agreement with a replacement Architect.

5.15.7 If the Owner accepts a GMP proposal, the parties shall complete and execute **Exhibit F** (A GMP Amendment), and the Owner shall issue a written Notice to Proceed to the Design/Builder establishing the date construction is to commence (the "Commencement Date"). The Design/Builder shall not expend any monies for construction prior to receipt of such Notice to Proceed without the written approval of the Owner.

5.15.8 Price Guarantees.

(i) Upon execution of **Exhibit F** the Design/Builder guarantees that the sum of the actual Cost of the Work, Design/Builder's Contingency, Design/Builder's Staffing Costs, General Conditions Cost, and Design/Builder's Overhead and Profit, shall not exceed the amount set forth in the agreed upon GMP. All costs or expenses that would cause this sum to exceed the GMP shall be borne by the Design/Builder unless adjusted by Owner approved change order.
(ii) Upon execution of **Exhibit F** the Design/Builder guarantees that the actual Cost of the Work, Design/Builder's Staffing Costs, General Conditions Cost and Design/Builder's Overhead and Profit shall not exceed the guaranteed maximum for each such category and that all costs or expenses that would cause any of these individual categories to exceed the guaranteed maximum for each such category in the agreed upon GMP shall be borne by the Design/Builder unless adjusted by Owner approved change order.
(iii) Upon execution of **Exhibit F** the Design/Builder certifies that all factual unit costs supporting the GMP proposal are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished to the
Owner in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the Design/Builder shall be reduced if the Owner determines such amounts were originally included due to materially inaccurate, incomplete,
(iv) Upon execution of **Exhibit F** the Design/Builder guarantees that to the extent the accepted GMP includes contingency, use of contingency shall be approved by Owner in writing prior to expenditure by the Design/Builder.

5.16 Corrected/Conformance Document Set. The Design/Builder shall submit to the Owner a Corrected/Conformance Document Set incorporating all City of Eugene design review comments, revisions or suggestions elicited during development of the Guaranteed Maximum Price Proposal, pre-bid inquiries, and other modifications made to the 100% Construction Documents set. Submit to the Owner in accordance with schedule requirements.

ARTICLE 6. ADDITIONAL DESIGN SERVICES

6.1 Additional Services. If the services described in this Article 6 are not included in Basic Services or reasonably inferable therefrom, they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services shall be

performed only if authorized in writing by the Owner prior to their performance. Providing additional design services made necessary by defects or deficiencies in the Work by Design/Builder shall not entitle Design/Builder to compensation.

6.2 Additional Services Mark-up. For Additional Services being provided by consultants not included on the original Project Team, which require no work on the part of the Design/Builder other than administering the work thereof (i.e., securing the services, approving the work, and invoicing on behalf of the consultant), the Design/Builder may request a mark-up not to exceed the Overhead/Profit Mark-up submitted as part of the proposal submitted by the Design/Builder.

6.3 Fees. For Additional Services described in this Article 6, a lump sum or not-to-exceed amount which is satisfactory to both parties shall be negotiated on each occasion of activating a specific additional services authorization. The Design/Builder's staff costs associated therewith shall be based on the hourly rates set forth on **Exhibit G**.

6.4 Certain Traditional Additional Services Considered Basic Services. If Owner has determined that Owner requires certain services which are traditionally considered Additional Services for the purpose of calculating the Design/Builder's fees, such services are described on **Exhibit C** and compensation for such services is included in the schedule set forth on **Exhibit G**. For purposes of this Agreement, such services constitute Basic Services.

6.5 Additional Design Services.

6.5.1 Design professional representation at the Project site more extensive than that described in Article 5.

6.5.2 Making revisions in Drawings, Specifications or other documents but if, and only if, such revisions are:

6.5.2.1 inconsistent with approvals or instructions previously given by the Owner; or

6.5.2.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably foreseeable at the time of the preparation of such documents.

6.5.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work not covered by Design/Builder's insurance.

6.5.4 Providing services in connection with a public hearing or legal proceeding except where the Design/Builder is party thereto.

6.5.5 When required by the Owner, preparing documents for alternate, separate or sequential bids, except issuing early bid packages in support of fast-track construction delivery process.

6.5.6 Providing planning surveys, site evaluations or comparative studies of prospective sites.

6.5.7 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

6.5.8 Providing services relative to future facilities, systems and equipment, when not specifically included in the original Facilities Program for the Project.

6.5.9 Making measured drawings of existing construction when required for planning additions or alterations thereto.

6.5.10 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

6.5.11 Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment not included as part of the list provided as part of Exhibit A.

6.5.12 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

6.5.13 Preparing Mylar reproducible record drawings.

6.5.14 Providing design services after issuance by the Owner of the final payment to the Design/Builder, except for those services described in Article 7.

6.5.15 Providing services of consultants other than those described on **Exhibit C**.

6.5.16 Providing site surveys, geotechnical testing services or other special tests.

6.5.17 Providing prolonged contract administration and construction observation should the construction time specified for final completion be exceeded by more than 60 days through no fault of Design/Builder or anyone under its hire.

6.5.18 Providing any other services not otherwise included in this Agreement. Notwithstanding anything to the contrary herein, Design/Builder shall not be entitled to additional design fees if the same are necessitated by the fault of Design/Builder.

ARTICLE 7. CONSTRUCTION PHASE SERVICES

7.1 General Intent. Design/Builder shall perform all Work and construction administration services necessary to construct the Project in accordance with the Agreement and to render the Project and all of its components operational and functionally and legally usable.

7.2 Notice to Proceed. If Construction Phase Services are added to the Agreement as set forth in Article 5.15.7, then a notice to proceed will be issued by Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). Any Early Work Amendment issued will act as a Notice to Proceed for the specific work described in said Early Work Amendment.

7.3 Clearing of the Site. Design/Builder should take every opportunity available to relocate structures from the site to another location prior to making the determination to demolish them. It is the Owner's preference that the opportunity is provided for relocation of these structures where feasible within the economic and time constraints established by the Project.

7.4 Completion of Project. The Design/Builder shall achieve Substantial Completion of the entire Work not later than , 201_ as identified in **Exhibit B** and shall achieve Final Completion not later than _____ Days after the earlier of (i) Substantial Completion or (ii) the required date for Substantial Completion. *[NOTE: In the event of phased occupancy specify the required Substantial Completion Dates for each Phase, and add: "Owner shall have the right to take possession and occupancy of the Project in phases, and the Design/Builder agrees that such partial occupancy shall not be grounds for adjustment of the GMP or the Substantial or Final Completion Dates"]*.

7.5 Time is of the Essence. All Work performed during the Construction phase shall be considered to be of the essence and shall conform to the schedule attached as **Exhibit B**.

7.6 Time Extensions. Notwithstanding provisions for Contract time extensions in Section D.2 of the OUS General Conditions, Owner and Design/Builder agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. Design/Builder agrees to make every effort to recover "lost" time.

7.7 Prevailing Wage Rates. As provided in Section C of the OUS General Conditions, Design/Builder and all subcontractors, shall comply with ORS 279C.800 through 279C.870. The Oregon Bureau of Labor and Industries (BOLI) prevailing wage rates that will apply to the Agreement shall be those in effect at the time the first Early Work Amendment is executed, or if there is no Early Work Amendment, then those prevailing wage rates in effect at the time the GMP Amendment is executed. Once established, the prevailing wage rates will then be in effect for the remainder of the Agreement. The prevailing wage rates that will apply will be those set forth in the then current version of the following BOLI booklet,

together with any amendments to that booklet: "**PREVAILING WAGE RATES for Public Works Contracts in Oregon".** The Construction Phase Services will take place in Lane County, Oregon.

7.8 Trade Contractor Selection Bidding and Negotiation.

7.8.1 Design/Builder shall prepare and assemble document packets for use in bidding the subcontracts. Such packaging of the Work shall be broken down to maximize both competition and the involvement of Minority Owned, Women Owned and Emerging Small Businesses ("MWESB").

7.8.2 The Design/Builder shall develop subcontractor and supplier interest for each division of the Work. The Design/Builder shall pre-qualify proposed subcontractors using a pre-qualification form approved by the Owner, which shall include, at a minimum, proof of licensure where applicable. A design professional on the Project Team shall attend all pre-bid meetings with potential subcontractors and be available to respond to questions regarding the Construction Documents.

7.8.3 The Design/Builder shall competitively bid each trade category where a sub-contractor was not included as an initial member of the proposed Design/Build team in order to provide bidding opportunities to local and MWESB sub-trade contractors.

7.8.4 The Design/Builder may negotiate costs with sub-contractors that were submitted as part of the original proposed Design/Build team.

7.8.5 The Design/Builder shall conduct bid openings in the presence of the Owner's Representative when the Design/Builder or Affiliate plans to bid on a given package of work with the intent to self-perform that work. The Design/Builder shall review its preliminary bid tabulation and all bids with the Owner. If the Design/Builder or Affiliate submits a bid on a particular bid package, that bid shall be submitted to the Owner's Authorized Representative in a sealed envelope 24 Hours prior to the bids being received from Subcontractors by the Design/Builder. The Owner's Authorized Representative will subsequently bring that bid to the bid opening.

7.8.6 The Design/Builder shall, for each subcontract, trade or bid division:

(i) determine the final bid amounts, having reviewed and clarified the scope of Work in detail with the apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items;

(ii) prepare for review by the Owner a final bid tabulation summary which includes by subcontract, trade and/or bid division, a comparison of the applicable final GMP estimate and the related final bid amount and the details of all scope clarifications for Owner's review and approval;

(iii) identify to the Owner in writing the subcontractors to which the Design/Builder recommends award of subcontracts; and
(iv) award and enter into a subcontract between itself and each subcontractor which it has recommended in accordance with this Agreement unless otherwise notified by the Owner.

7.8.7 No portion of the Work may be performed by the Design/Builder or its affiliates except with Owner's prior written approval.

7.9 Design Professional's Role During and After Construction. Although the design and construction of the Project are being provided through a design/build delivery method, because no additional design professionals have been retained by Owner to provide oversight during construction and warranty phase services, the lead design professionals on the Project Team shall be responsible for providing the services described herein. Such services shall be provided by the lead design professionals without regard to the conflict of interests associated with the design/build delivery method.

7.9.1 The design professionals shall carry out the Construction Administration services set forth herein:

7.9.1.1 Attend the pre-construction conference at the Project site.

7.9.1.2 Furnish Owner and Builder with a conformed set of the Construction Documents, including working drawings and specifications, incorporating addenda, changes required by the permitting process, and alternates awarded in the bidding process. Provide this set in two paper copies to Owner plus one complete set of electronic files.

7.9.1.3 Provide general administration of the Work as contemplated by the provisions of the Construction Agreement including assisting the Owner with evaluation of the feasibility of the Design/Builder -provided Project time schedule.

7.9.1.4 Attend progress meetings with the Builder and Owner on a weekly basis, or as needed and directed by the Owner. Site observation visits to be included as part of progress meetings. Submit to Owner's Project manager a written report only if non-compliant, quality, and/or schedule issues are observed.

7.9.1.5 Arrange for periodic visits of Consultants to make similar determinations with respect to mechanical and other Work, as applicable.

7.9.1.6 Review and approve or take appropriate action regarding shop drawings and samples submitted by the Builder; such actions by Architect shall be taken with reasonable promptness to cause no delay in the Work.

7.9.1.7 Prepare any supplemental drawings or large-scale details needed to clarify the Construction Documents.

7.9.1.8 Respond promptly to requests from the Builder for assistance with unforeseen problems so as to minimize the Owner's exposure to claims for delay.

7.9.1.9 Advise and consult with the Owner, issuing appropriate instructions to the Builder.

7.9.1.10 Check proposed costs of any modifications to the Construction Agreement and recommend acceptance or rejection to the Owner. Owner will prepare written change orders.

7.9.1.11 Endeavor to guard the Owner against defects and deficiencies in the Work of the Builder.

7.9.1.12 Notify the Owner of any Work which does not conform to the Construction Documents and recommend to the Owner that the Builder stop the Work whenever, in the Architect's opinion, it may be necessary for the proper performance of the Construction Agreement.

7.9.1.13 Issue certification to the Owner and the Builder when all terms of the Construction Agreement have been fulfilled to the Architect's satisfaction.

7.9.1.14 Conduct on-site observations to determine the date of final completion, receive written guarantees and related documents assembled by the Builder and issue recommendation for final acceptance and payment.

7.9.1.15 Upon completion of the Work, the Architect shall, at no additional cost to the Owner, update electronic drawings and submit the appropriate digital files as described in **Exhibit D**.

7.9.2 Upon substantial completion of the Construction Administration Phase and continuing thereafter as necessary, the Architect shall:

7.9.2.1 Work with Owner's commissioning agent and with Builder during the 12-month period after occupancy of the Project to assist in final adjustments and corrections necessary in the function of the Project and of the systems that support it.

7.9.2.2 Participate in an on-site review of the Project near the end of the warranty period to identify all items with pending warranty issues.

7.9.2.3 With the Owner, Builder, Owner’s energy analyst, controls subcontractor, and Design /Builder’s mechanical and electrical consultants, participate in an after-care session during the twelfth month of the warranty period. Review system operating data including metering, trend logs, instantaneous flow measurements, and other information to ensure that the building mechanical and electrical systems are operating consistently with the design intent. Compare performance data to assumptions used during design. Identify

control adjustments and other minor changes that would substantially reduce energy consumption or otherwise enhance system performance.

7.9.2.4 Participate in post-occupancy reviews, including related to design and construction processes, as conducted by the Owner.

7.9.3 The design professionals shall advise and consult directly with, the Owner during design and construction until final payment is made. The Design/Builder shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

7.9.4 The design professionals on the Project Team shall attend regularly scheduled construction meetings at the Site and shall provide such representation as may be required to fulfill the intent and interpretation of the plans and specifications for the Project. In any event, the design professionals shall visit the site the minimum number of times required in Article 7 or at more frequent intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and Design/Builder, in writing, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect or as an engineer, the design professional shall keep the Owner informed of the progress and quality of the Work and shall guard the Owner against defects and deficiencies in the Work. Design professional Visitation Reports shall be distributed to the Design/Builder team and Owner Representative.

7.9.5 Based on the design professionals' observations and evaluations of the Design/Builder's Applications for Payment, the design professional shall review and certify the amounts due the Design/Builder. The design professional's certification for payment shall constitute a representation to the Owner, based on the design professional's observations at the Project site and on the data comprising the Design/Builder's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the design professional's knowledge, information and belief, the quality of the Work is in accordance with the Construction Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Construction Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Construction Documents correctable prior to completion and to specific qualifications expressed by the design professional. The issuance of a Certificate for Payment shall further constitute a representation that the Design/Builder is entitled to payment in the amount certified.

7.9.6 The design professional shall reject Work which does not conform to the Construction Documents. Whenever the design professional considers it necessary or advisable for implementation of the intent of the Construction Documents, the design professional will have authority to require additional inspection or testing of the Work in accordance with the

provisions of the Agreement for Construction, whether or not such Work is fabricated, installed or completed. Changes to the Work resulting from this direction by the design professional shall not constitute a change that the Design/Builder can submit a request for extra services to the Owner.

7.9.7 The design professional shall review, approve, reject or take other appropriate action of construction-related inquiries and submittals, such as shop drawings, product data and samples. The design professional shall not approve without prior written authorization by the Owner any such submittals unless such submittals conform with (i) the Facilities Program and design concept; (ii) the Construction Documents; (iii) the Owner's total budgeted Construction Cost; (iv) the UO Construction Standards; and (v) governing codes and authorities having jurisdiction. In the event the University of Oregon Construction Standards exceed applicable legal requirements, those University of Oregon standards shall govern unless Design/Builder obtains a variance from Owner in writing. The design professional's review shall be completed so that all Work can be performed without delay and all products or materials may be ordered or fabricated with sufficient time to meet the Project schedule.

7.9.8 The design professional shall prepare Change Orders, with supporting documentation and data, if the design professional determines the same is necessary for the Owner's approval and execution in accordance with the Agreement for Construction.

7.9.9 Interpretations and decisions of the design professionals shall be consistent with the intent of, and reasonably inferable from, the Construction Documents and shall be in writing or in the form of drawings.

7.9.10 The design professionals' decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents, and if concurred with by the Owner.

7.9.11 The design professionals shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Agreement for Construction an assembled by Design/Builder, and shall issue a final Certificate for Payment upon compliance by the Design/Builder with the requirements of the Agreement for Construction.

7.9.12 As-Built Drawings. The Design/Builder shall prepare "As-Built" or record drawings at Project completion in accordance with the requirements set forth on **Exhibit D**. These drawings shall include changes made to the Project by Change Orders, Addenda to the Construction Documents, Architect's Supplemental Information, field orders, field reports, Requests For

Information, shop drawings, other directives and submittals and information provided by the Design/Builder. These record drawings shall be prepared with the same software platform used for the design of the projects Construction Documents.

7.9.13 The design professionals shall respond to Owner's requests to review design and construction issues during the construction warranty period; coordinate and participate in the end of the warranty period inspection and produce a summary report documenting deficiencies, problems, or other outstanding items.

7.9.14 The Design/Builder, including representatives from all of the design professionals shall participate with the Owner in a post Project completion, 11 month warranty site inspection. Design/Builder shall prepare a report identifying any outstanding issues and provide a timeline for resolving said issues. Any repair items covered by warranty shall be resolved prior to the expiration of the one-year warranty and all repairs shall be completed within 30 days after the expiration of the one-year warranty.

7.10 Construction Supervision.

7.10.1 Commencing with the award of the first subcontract and terminating on the date of Final
Completion, the Design/Builder shall provide the services described herein.

7.10.2 The Design/Builder shall, as the Owner's construction representative during construction, advise and consult with the Owner, and provide administration of the Construction Documents.

7.10.3 The Design/Builder shall supervise and direct the Work at the Site. The Design/Builder shall, at a minimum, staff the Project Site with personnel who shall:

(i) supervise and coordinate the Design/Builder's personnel and act as its primary liaison with the Owner;
(ii) coordinate trade contractors and suppliers, and supervise Site construction management services;
(iii) be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Agreement for Design/Build Construction;
(iv) check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Agreement, confer with the appropriate Owner's consultant(s) as necessary to assure acceptable levels of quality. Provide Owner with a copy of the original shop drawing submitted for review and a copy of the final reviewed shop drawing (these can be transmitted in an electronic format);
(v) prepare and maintain Project records and process documents;

(vi) schedule and conduct weekly progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status and other information as necessary and provide notification of, and minutes from, such meetings to Owner;
(vii) schedule and conduct weekly progress meetings with the Owner to review such matters as construction progress, schedule, shop drawing status, and other information as necessary; and
(viii) make provision for Project security to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents as required by the Design/Build General Terms and Conditions.

7.11 Reporting. The Design/Builder shall provide a monthly report in searchable PDF format summarizing the progress of the Project to the Owner including information on the subcontractors' Work, percentage of completion of the Work, current estimating, subcontract buyouts, computerized updated monthly Critical Path Method scheduling and Project accounting reports, including projected time to completion and estimated cost to complete the Work, progress photographs; project directory, logs for Requests for Information, submittals and shop drawings, Change Orders, cost change proposals, field directives, safety meetings, deficiencies, weather conditions and meeting minutes.

ARTICLE 8. COMPENSATION

8.1 Project Budget. The Owner has established a budget range between $6-$7 Million with a target budget established at $6.3 Million for the Design/Builder, **Exhibit A**. Owner shall pay Design/Builder for the performance of the Design Services, Pre-Construction Services, the Work and the Reimbursable Expenses permitted hereunder. There shall be no re-allocation of amounts among such categories, without Owner's written consent. The Project Budget shall be comprehensive in scope in that all costs of the Design/Builder necessary for the proper execution of the Design Services and the Work shall be clearly identified and no other cost shall be allowed, subject to adjustments permitted hereunder. In the event that upon full completion of the Project, the Design Fees, Preconstruction Fee, plus the Design/Builder's Overhead and Profit, plus the actual and final Cost of the Work including General Conditions and Contingencies, is less than the established GMP, Owner and Design/Builder shall split the savings 50/50.

8.2 Payment for Design Services. The amount of the GMP allocated to Basic Design Services shall be paid based on Design/Builder's achievement of each of the design milestones described on **Exhibit G**. Upon achievement of each such milestone, Design/Builder shall submit an Application for Payment with appropriate back-up documentation. If Owner's budget for the Project increases or Owner's Facilities Program for the Project changes and Owner requests additional design services in connection therewith, then Design/Builder shall be compensated by Owner for such additional design services pursuant to an agreement to be entered into by Owner and Design/Builder at the time Owner requests such additional design services pursuant to Article 6. Except as permitted in the foregoing sentence, the fees for basic

Design Services shall not increase as a result of increases in Owner's budget or changes in Owner's Facilities Program for the Project.

8.2.1 Reimbursable Expenses. Design/Builder shall be entitled to compensation for the following reimbursable expenses as authorized by this Agreement in **Exhibit G** or by way of an Additional Services Authorization:

8.2.1.1 Expenses of transportation, meals and lodging of principals and employees, when traveling in connection with services and duties specifically related to this Project – other than those services and duties defined in Articles 5 and 7 – and when authorized in writing by the Owner. Rates for transportation and meals are as set forth in **Exhibit G**.

8.2.1.2 Expenses associated with reproduction of Drawings and Specifications, excluding copies for Design/Builder's office use and sets required at each phase for the Owner's review and approval as set forth on **Exhibit D**.

8.2.1.3 If authorized in advance by the Owner in writing, the actual expense of overtime work requiring higher than regular rates.

8.2.1.4 If authorized in advance by the Owner in writing, the additional expense of renderings, models, and mock-ups more extensive than those required as part of Basic Services.

8.2.2 Additional Design Services. Payments for Additional Services shall be made according to the terms of the authorization upon presentation of a detailed invoice.

8.2.3 Timeliness of Payments. Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a payment request which meets the requirements of this subsection.

8.3 Payment for Pre-Construction Services. The amount of the Project Budget allocated to preconstruction services shall be paid based on the schedule attached hereto and incorporated herein by reference as **Exhibit G**. Design/Builder shall submit an Application for Payment with appropriate back-up documentation.

8.4 Payment for Construction Services.

8.4.1 The Owner shall pay, and the Design/Builder shall accept, as full and complete payment for the Construction Services, only the sum of the following items less retainage per the OUS General Conditions, which sum shall not exceed the GMP for the Work:

(i) Design/Builder's actual payment to Subcontractors pursuant to Design/Builder's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner

(the “Cost of the Work”), not to exceed the Maximum Early Work Price established with an Early Work Amendment as set forth as part of **Exhibit E.** Each Maximum Early Work Price established by an Early Work Amendment shall act as its own GMP until which time it is included in a GMP Amendment;

(ii) Design/Builder's actual payment to Subcontractors pursuant to Design/Builder's agreement with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner

(the “Cost of the Work”), not to exceed the guaranteed maximum set forth as part of **Exhibit F**;

(iii) the wages of construction workers directly employed by the Design/Builder to perform the construction of the Work at the site;

(iv) Wages and salaries of the Design/Builder's supervisory and administrative personnel (a) stationed at the site, or (b) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, and (c) under either clause (a) or (b), only with Owner's prior written approval, and only for that portion of their time directly required for the Work (the “Design/Builder’s Staffing Costs”), not to exceed the guaranteed maximum set forth as part of **Exhibit F**;

(v) Fringe benefit costs paid or incurred by the Design/Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under (ii) & (iii);

(vi) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work;

(vii) the aggregate net cost of the Design/Builder’s General Conditions (the “General Conditions Cost”), not to exceed the guaranteed maximum set forth on **Exhibit F**; and

(viii) Design/Builder’s Overhead and Profit, not to exceed the guaranteed maximum set forth on **Exhibit F**.

8.4.2 Staffing Costs. Design/Builder’s Staffing Costs include and are limited to actual expenditures or negotiated amounts for the following items as authorized in the GMP Proposal approved by Owner:

(i) The cost of its supervisory, technical, administrative and clerical personnel engaged in supervision and management of the Work on the Project site;

(ii) the cost of periodic site visits for supervisory, inspection, oversight, or management of the Project by specific “home office” personnel as agreed upon and identified in the GMP proposal;

(iii) direct costs incurred in the Work with the exception of those specifically enumerated compensable as a General Conditions Cost or a Cost of the Work;
(iv) reasonable expenses of the Design/Builder's personnel incurred while traveling in discharge of duties directly connected with the Work;
(v) expenses incurred for relocation and temporary living allowances of personnel required for the Work, if required by the Project; and
(vi) any costs or expenses incurred by the Design/Builder, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with this Agreement and the best interests of Owner.

8.4.3 General Conditions Cost. General Condition costs include and are limited to actual expenditures or negotiated amounts for the following items as authorized in the GMP Proposal approved by Owner:

(i) costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Design/Builder at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design/Builder. Cost for items previously used by the Design/Builder shall mean fair market value;
(ii) costs incurred to provide site safety;
(iii) costs of removal of debris from the site;
(iv) costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office;
(v) that portion of insurance and bond premiums directly attributable to this Agreement. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments;
(vi) sales, use or similar taxes imposed by a governmental authority and paid by the Design/Builder, and directly related to the Work;
(vii) fees and assessments for the trade permits and for other permits, licenses and inspections for which the Design/Builder is required by this Agreement to pay, including deposits lost for causes other than Design/Builder's fault, but expressly excluding any legal costs and expenses, including attorney's fees and costs associated with the Project;
(viii) the cost of obtaining and using all utility services required for the Work;
(ix) the cost of crossing or protecting any public utility, if required, and as directed by the Owner;
(x) all reasonable costs and expenditures necessary for the operation of the Site office, such as stationary, supplies, furniture, fixtures, office equipment and field computer services provided that quantity and rates are subject to Owner's prior written approval;
(xi) the cost of secure off-site storage space or facilities approved in advance by Owner;
(xii) printing and reproduction of the Construction Documents;

(xiii) rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers; however any rental charge shall not exceed the purchase price of such facilities, machinery, equipment or tools;
(xiv) cost of surveys, measurements and layout work reasonably required for the execution of the Work or by the Construction Documents; and
(xv) other expenses or charges properly incurred and paid in the prosecution of the Work, with the prior written approval of the Owner, but specifically excluding legal costs, including attorney's fees and court costs.

8.4.4 Design/Builder's Overhead and Profit. The Design/Builder's Overhead and Profit is a fixed percentage of the (i) Guaranteed Maximum Cost of the Work, (ii) Design/Builder's Contingency, (iii) Guaranteed Maximum Design/Builder Staffing Costs, and (iv) Guaranteed Maximum General Conditions Cost (excluding bond and insurance costs), as submitted in the Proposal and recorded in **Exhibit G**. Overhead and Profit covers the costs of all of Design/Builder's overhead and expenses related to the Work, including home or branch office employees or consultants not at the Project site (except those staffing costs paid pursuant to Article 8.4.2) and general operating expenses of the Design/Builder's principal and branch offices related to the Work (non-field offices), such as telegrams, telephone service and long-distance and zone telephone charges, postage, office supplied, expressage, and insurance expenses identified in the General Conditions.

8.4.5 Design/Builder's Contingency. The Design/Builder's Contingency, established in the GMP, may be utilized, with the Owner's written concurrence, for the following reasons:

(i) Errors and omissions in the Design/Builder's design, bidding and scoping processes provided the additional work adds previously excluded value to the Project (but expressly excluding any demolition or other costs related to the substitution of such work for previously installed work and associated design fees);
(ii) reasonable schedule recovery;
(iii) means, methods, and materials reasonably inferred from the Construction Documents;
(iv) subcontractor non-performance or default;
(v) work not included in the Construction Documents which is necessary to cause the Project to conform to applicable building codes but was not identified as missing during the review of Construction Documents (through no fault of the Design/Builder), but expressly excluding any legal costs and expenses, including attorney's fees and costs associated with the Project;
(vi) other costs incurred by the Design/Builder that are not Cost of the Work, General Conditions Cost or Design/Builder Staffing Costs, but expressly excluding any legal costs and expenses, including attorney's fees and costs associated with the Project; and
(vii) costs and expenses incurred by the Design/Builder, not included in the General Conditions Cost, for provision of management services necessary to complete the

Project in an expeditious and economical manner consistent with this Agreement and the best interests of Owner, but expressly excluding any legal costs and expenses, including attorney's fees and costs associated with the Project.

The Design/Builder Contingency is reduced as the design and the constructed Project matures. This contingency, as a percentage of the Cost of Work is listed in **Exhibit F**.

8.4.6 Buyout Savings.

(i) If Design/Builder receives bids for portions of the Work which are less than the amounts budgeted in the GMP proposal approved by Owner for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages.

(ii) If, after offsetting any shortfalls, buyout savings remain, all buyout savings shall be added to the established Design/Builder's Contingency.

8.4.7 Compensation for Change Orders. Amount owed by the Owner to the Design/Builder for the Work shall be adjusted by duly authorized change order in accordance herewith.

8.4.7.1 Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of the OUS General Conditions:

8.4.7.2 For Change Order or force account work, the Design/Builder shall be entitled to the Design/Builder's Overhead and Profit on such amount, as a percentage as set forth in Section D of the OUS General Conditions:

8.4.7.3 In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in Section D of the OUS General Conditions

8.4.7.4 Changes to the GMP shall be initiated by written notice by one party to the other ("GMP Change Request"). Design/Builder shall deliver any such GMP Change Request to Owner's Authorized Representative promptly after becoming aware of any Scope Change if, in Design/Builder's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue. Also included shall be a written notification from the Project Architect as to how this Change Request justifies a change in scope from what is defined in the GMP Proposal.

8.4.7.5 Design/Builder shall submit its GMP Change Requests as soon as possible, and Design/Builder shall not be entitled to claim a GMP increase unless Design/Builder submitted a GMP Change Request to Owner's Authorized Representative within the earlier of (a) 30 Days after Design/Builder has received the information constituting the basis for the claim, or (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which Design/Builder intends to claim a Scope Change; and (c) in any event, prior to Design/Builder's signing of a Change Order.

8.4.7. 6 Decrease in Cost of Work. If the Cost of the Work is decreased by change order for a reduction in the Project Scope defined by the Owner, payment due from the Owner to the Design/Builder shall be reduced by the amount the Design/Builder is no longer obligated to pay subcontractors or suppliers for performance of the Work. Decreases in the Cost of the Work shall inure to the benefit of the Owner and shall not become part of the Design/Builder's Contingency.

8.4.8 Applications for Payment for the Work. Applications for payment shall be submitted in detail sufficient for an audit thereof. Within forty-five (45) days of receipt of the Design/Builder's application for payment, properly prepared pursuant to Owner's Policy, the Owner shall pay the
Design/Builder the amount approved by Owner, less retainage, unless there is a dispute about the amount of compensation due to the Design/Builder.

8.4.9 For purposes of calculating amounts due to Design/Builder under this Agreement for staffing, the parties agree that Design/Builder's labor burden for each employee staffing the Project shall be the labor burden approved by Owner prior to, or upon execution of, this Agreement. For purposes hereof, labor burden means the actual cost of benefits and taxes that Design/Builder must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Design/Builder chooses to pay, such benefits must be authorized by Owner under Owner's policy pertaining to labor burden in order to receive reimbursement from Owner.

ARTICLE 9. INSURANCE AND BONDS

9.1 Requirements. Design/Builder shall carry the insurance and obtain the payment and performance bonds described in the OUS General Conditions for Public Improvement Contracts. The amount of professional liability insurance to be carried by Design/Builder is set forth in Article 9.2. Design/Builder shall provide proof of professional liability insurance coverage within 30 days of the execution date of this Agreement and, thereafter, within 30 days after coverage is renewed or upon Owner's request.

9.2 Professional Liability Insurance. Design/Builder's Architect, mechanical engineering, electrical engineering, plumbing engineering, fire protection engineering, and structural engineering consultants shall provide the Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act for the Project, its plans, drawings, specifications and/or Project manual, and all related work product of the Design/Builder's consultants. The policy may be either a practice based policy or a policy pertaining to the specific Project. Professional Liability insurance to be provided shall have a combined single limit of not less than $1,000,000 per claim, incident or occurrence/$2,000,000 annual aggregate.

ARTICLE 10. AUDIT RIGHTS

10.1 Duration of Records. Owner may, upon reasonable notice, audit the records of the Design/Builder and its subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of six (6) years after final payment is made by Owner to Design/Builder under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. Design/Builder shall retain all records for the Project during performance of the Project and for at least six (6) years after Final Completion.

10.2 Records. For purposes hereof, Design/Builder's "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to the, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda.

10.3 Access by Owner. Owner's authorized representative shall have reasonable access to the Design/Builder's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Agreement, and shall be provided adequate and appropriate work space at Design/Builder's facilities, may count employees at the Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

10.4 Reimbursement of fees. If an audit discloses overpricing or overcharge, then Design/Builder shall refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder or $50,000 whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the

Design/Builder. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the
Design/Builder's invoices and/or records shall be made within ninety (90) calendar days from presentation of Owner's findings to Design/Builder.

10.5 Extension of requirements. Design/Builder shall ensure notice of Owner's audit rights is provided to its subcontractors, suppliers, and any other vendor providing services or materials for the Project and shall ensure that each agreement it enters into pursuant hereto includes the provisions of this Article 10.

ARTICLE 11 - USE OF DESIGN/BUILDER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

11.1 Use of Design. The drawings, specifications and any and all other documents, designs, sketches, working drawings and models, including those in electronic form, prepared by or for the Design/Builder for this Project (the "Project Design Documents") are and are intended to become the property of Owner as they are prepared, and shall be for Owner's exclusive use. Notwithstanding the foregoing, the Design/Builder shall be deemed to be the author of Project Design Documents (vis-à-vis the Owner) with respect to typical concepts and details not specific to establishing unique aspects of the Project, and Design/Builder shall retain the right to re-use such typical concepts and details. Furthermore, Design/Builder hereby assigns to Owner and to any assignee of Owner, and all common law, statutory and other reserved rights and interests to, in or relating to the Project Design Documents including the copyright, and the external appearance of the Project in all stages and complete. Owner and its contractors, consultants and agents shall have the unlimited right to use the Project Design Documents in connection with the Project and modifications thereto or any later remodeling, expansion or other use related to the Project, whether or not the Design/Builder is still involved with the Project and without needing to obtain any covenant or permission from Design/Builder. Should the Owner or a subsidiary or affiliate of the Owner use, reuse or modify the Project Design Documents for another project, without retaining the Design/Builder in connection therewith, the Owner agrees to indemnify, defend and hold the Design/Building harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of such use, reuse or modifications of the Project Design Documents. The foregoing indemnity shall not apply in connection with the Owner's use of the Project Design Documents to complete the Project if Owner has terminated the Design/Builder or the Architect of Record separately prior to completion of Construction Documents. The Design/Builder shall ensure that all work of the Design/Builder's consultants is the property of the Owner, consistent with all of the provisions of this Article 11.

11.2 Promotional Use. The Design/Builder shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design/Builder's promotional and Design/Builder materials. The Design/Builder's materials shall not include the Owner's confidential or proprietary information without previous authorization by the Owner.

ARTICLE 12. MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its choice of laws provisions and venue shall lie in the courts in Lane County, Oregon.

12.2 Integration. This Agreement represents the entire and integrated agreement between the Owner and the Design/Builder, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. This Agreement may be amended only by written instruments signed by both the Owner and the Design/Builder.

12.3 Severability. If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

12.4 Waiver. No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

12.5 Strict Compliance. No failure of the Owner to insist upon strict compliance by the Design/Builder with any provision of this Agreement shall operate to release, discharge, modify, change or affect any of the Design/Builder's obligations.

12.6 Successors and Assigns. Owner and Design/Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Design/Builder shall not assign (whether partially or wholly) this Agreement whether by operation of law or otherwise, without the prior written consent of Owner. If Design/Builder makes an assignment in accordance with this provision, Design/Builder shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed by Owner.

12.7 Third-Party Beneficiaries. This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the Owner or the Design/Builder.

12.8 Assignment of Anti-Trust Claims. In consideration for this Agreement, the Design/Builder hereby conveys, sells, assigns and transfers to the Owner all of its right, title and interest in and to any and all causes of action it may now have or may hereafter acquire under the antitrust laws of the United States and the State of

Oregon for price fixing, relating to the goods or services purchased or acquired by the Owner under this Agreement.

12.9 Drug and Smoke Free Workplace. As required by Oregon Administrative Rules 580-022-0045 and 571-050-0005, the University of Oregon is a Drug, Smoke and Tobacco free campus. Design/Builder shall implement, and cause its applicable subcontractors to implement, a drug-free, smoke and tobacco free workplace program.

12.10 Access. Design/Builder shall provide Owner and its representative's access to the Work in preparation and progress wherever located.

12.11 Workplace Behavior. All individuals under the employ of the Design/Builder shall conduct themselves in a professional workmanlike manner. Behavior that is deemed disrespectful, degrading or threatening to the campus community or the public at large can lead to the required removal of that employee from the construction site for the duration of the Project.

12.12 No Contingency Fee. The Design/Builder represents and warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Design/Builder) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation individual or firm (other than a bona fide employee working solely for the Design/Builder) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

12.13 No Bribes or Kickbacks. The Design/Builder shall not by any means:

(i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

(ii) offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or

(iii) without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Design/Builder has a direct or indirect proprietary or other pecuniary interest.

12.14 Independent Contractor. Design/Builder is an independent contractor to Owner.

12.15 Exhibits. All exhibits referenced herein are attached hereto and incorporated herein by reference.

Exhibit A – Project Description, Project Budget and Documents and Guidelines
- Attachment A-1 “Space Program, Narrative Specification and Equipment List
- By Reference – University of Oregon Construction Standards (Including the Housing Addendum)
- Attachment A-2 Design Guidelines
- Attachment A-3 Open Space Framework Expansion / Campus Plan Amendments
- Attachment A-4 Project Boundary Map
- Attachment A-5 Geotechnical Report
- Attachment A-6 Site Survey
- Attachment A-7 Asbestos Abatement Survey and Report

Exhibit B – Project Schedule
Exhibit C – Schedule of Services, Consultants, and Personnel
Exhibit D – Requirements for Design Document Submittals to Owner
Exhibit E – Early Work Amendment
Exhibit F – GMP Amendment
Exhibit G – Schedules of Payment for Design Services and Reimbursable Expenses
Exhibit H – OUS General Conditions & OUS Supplemental General Conditions

12.16 Minority Owned, Women Owned and Emerging Small Businesses. Owner is an equal opportunity institution and as such, encourages the use of small businesses including MWESBs in the provision of construction related services. MWESBs should have a fair and equal opportunity to compete for dollars spent by the University of Oregon to procure construction-related services. Competition ensures that prices are competitive and a broad vendor base is available. Design/Builder shall use good faith efforts to ensure opportunities are available to small businesses, including MWESBs, on the Project.

12.17 Survival. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

12.18 Capitalized Terms. Capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Section A of the Oregon University System General Conditions for Public Improvement Contracts, July 1, 2012, attached as **Exhibit H** hereto (the "OUS General Conditions").

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE DESIGN/BUILDER:

Name of Design/Build Construction Firm: _____

Address: _____

Design/Builder's Construction Firm Federal Tax I.D. #: _____

Construction Contractor's Board Registration No.: _____

Name of Design/Build Architectural Firm: _____

Address: _____

Design/Builder's Architectural Firm Federal Tax I.D. #: _____

Signature of Authorized Representative of Design/Builder

Title_____

Date_____

FOR THE OWNER:

STATE OF OREGON acting by and through the
Oregon State Board of Higher Education (OSBHE)
on behalf of the University of Oregon

_____

Signature of Owner's Authorized Representative

Title_____

Date_____

EXHIBIT A

PROJECT DESCRIPTION, PROJECT BUDGET, AND DOCUMENTS AND GUIDELINES

Description of Project

UO Project No: CP 13-111
UO Project Name: Central Kitchen and Woodshop
Location/Address: UO East Campus – Between Moss and Moss Alley, South of 17th Ave.

Program: Refer to ATTACHMENT A-1 – "Space Program, Narrative Specification and Equipment List" originally prepared by Woofter Architecture, dated June 3, 2013, edited by the University of Oregon

4.4 Documents and Guidelines

1. University of Oregon Construction Standards (Including the Housing Addendum) available at: http://campusops.uoregon.edu/capital-construction/campus-construction-standards
2. Design Guidelines, dated December 2, 2013 – Refer to ATTACHMENT A-2
3. Open Space Framework Expansion / Campus Plan Amendments – Refer to ATTACHMENT A-3
4. Project Boundary Map, dated June 12, 2013 – Refer to ATTACHMENT A-4
5.Geotechnical Report, dated June 11, 2013 - Refer to ATTACHMENT A-5
6. Site Survey – Refer to ATTACHMENT A-6
7. Asbestos Abatement Survey and Report – Refer to ATTACHMENT A-7

4.6/6.3.11 AutoCad or Building Information Modeling (BIM)

The Design/Builder will develop the design at each stage using either AutoCad 2013 or Building Information Model (BIM) software and related technologies – specifically, the 2013 or current versions of Autodesk "Revit Architecture" for architectural, Autodesk "Revit Structure" for structural content, and Autodesk "Revit MEP" or, as approved by the Owner, Autodesk Autocad MEP for mechanical, electrical, and plumbing drawings. These models will be used by the Design/Builder for design coordination, collision avoidance, and production of traditional two-dimensional drawings, and may be used for energy analysis, day lighting analysis, and other building or systems analysis.

If BIM software is the chosen delivery software, the implementation and use of BIM shall be discussed by the Design/Builder and Owner at a BIM kickoff meeting as early in design as possible, with the agreed-upon parameters captured in a document entitled "BIM Execution Plan." The BIM Execution Plan shall be updated and augmented by the Design/Builder, with concurrence and agreement by the Owner, throughout design and construction as needed to solidify details regarding terminology, schedule, content, format, risk allocation, and use of the model(s). BIM model(s) will be developed by

the Design/Builder throughout design and construction– subject to the limitations outlined in the BIM Execution Plan – for scheduling, coordination, resource management, estimating, and other uses deemed beneficial to the Owner for delivery of the Project. The Design/Builder may elect to use the model(s) in their native format(s) or in conjunction with other third party applications that facilitate such use. Only the field office use of such applications (e.g., Navisworks) is compensable as a General Conditions construction cost.

Design/Builder shall update the AutoCad drawings or BIM model(s) at the end of construction to reflect the actual, "as-built" conditions. The BIM Model(s) shall not become a part of the Agreement for Design/Build Construction as defined in Section 1.6 herein.

7.1 Project Budget

Design Services (including Reimbursable Expenses) $ xx,xxx,xxx
Pre-Construction Services $ xx,xxx,xxx
Early Work (Removal of Existing Structures) $xx,xxx,xxx
Construction (“The Work”) $ xx,xxx,xxx (To be added at the establishment of the GMP)

Total Design/Build Budget $ xx,xxx,xxx (To be added at the establishment of the GMP)

University of Oregon

University Housing Central Kitchen and Woodshop

Program Area Summary

Space Name	Approx. NSF	Approx. Ext. covered area	Notes
Kitchen	*14,730*		
Woodshop	3,500		
	18,230		Net Square Feet Subtotal
Support	*1,823*		10 % of Net Square Footage. Includes Mechanical, electrical, water closets, janitorial closets, dust collection system, and Cook/Chill Support Equipment.
Circulation	*737*		5 % of Net Square Footage applied to Kitchen; 0% applied to Woodshop
Walls and Columns	*912*		5 % of Net Square Footage
Exterior Covered Area		*1,550*	Covered exterior loading dock area.
Total Gross Square Feet	***21,702***		
Gross Square Feet with Ext. Covered Area		**23,252**	

Notes:

Net Square Footage and overall gross square feet are appoximate
Support grossing = 19 Percent of net square footage
Support grossing with ext. covered area = 28 Percent of net square footage

Kitchen Program

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
1. Kitchen-Receiving & Delivery					
1.1	Receiving Loading Dock		500	Covered exterior space approx. 500 sf / 48 lf min. Air curtain required at exterior door.	
1.2	Receiving Area	160		Workstation, computer, fax/printer, key box, fork lift, pallet jack, meat carts, hand trucks	(1) 250lb Scale
1.3	Receiving Room Chilled	0	0	Removed/Eliminated	
1.4	Recycling Room		100	Covered exterior space approx. 100 sf., Plastic Wrap, Pallets, Trash.	(1) Cardboard Baler
	Subtotal Net Square Feet (NSF)	**160**	**600**		
2. Kitchen-Storage					
2.1	Catering Cooler	300		Pallet jack access only. All racks OFOI. Can combine area with 2.6 Central Receiving Cooler: separate with Wire Mesh Partition.	(1) Catering Cooler, High Density Storage Racks
2.2	Catering Freezer	300		Pallet jack access only. All racks OFOI. Can combine area with 2.5 Central Receiving Freezer: separate with Wire Mesh Partition.	(1) Catering Freezer, High Density Storage Racks
2.3	Catering Dry Storage	300		Pallet jack access only. High density storage racks & tonnage racks. Can combine area with 2.7 Central Receiving Dry Storage: separate with Wire Mesh Partition.	
2.4	Bread Storage	75		Pallet jack access only. Empty for bread carts. Carts are 3'x3' (8), assume 80-100sf Share space in common areas such as cart corral.	
2.5	Central Receiving Freezer	1,200		Pallet jack access only. All racks OFOI. Can combine area with 2.2 Catering Freezer: separate with Wire Mesh Partition.	(1) Central Freezer, High Density Storage Racks
2.6	Central Receiving Cooler	900		Pallet jack access only. All racks OFOI. Can combine area with 2.1 Catering Cooler: separate with Wire Mesh Partition. Combined with Thaw cooler (formally 3.1).	(1) Central Cooler, High Density Storage Racks
2.7	Central Receiving Dry Storage	500		Pallet jack access only. All racks OFOI. Can combine area with 2.3 Catering Dry Storage: separate with Wire Mesh Partition.	
	Subtotal NSF	**3,575**			

Kitchen Program

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
3. Kitchen-Interim Prep					
3.1	Thaw Cooler	0	*0*	Combined with 2.6 Central Receiving Cooler	(1) Thaw Cooler
3.2	Recipe Scaling	150		Stainless Steel tables, Spice Bins, Scales. Directly adjacent to and open to 4.2 Main Central Kitchen	
	Subtotal NSF	**150**			
4. Kitchen-Food Prep					
4.1	Catering Kitchen	750		Can combine area with 4.1, 4.2, 4.5.	Intention for shared equipment use.
4.2	Main Central Kitchen	750		Power wash down system for kitchen and kettles. Hand wash sterilization stations /shoe wash stations as required by UO and best practices. Can combine area with 4.1 Catering Kitchen, 4.5 Cook Chill Processing. Directly adjacent to and open to 3.2 Recipe Scaling and Cooler Access	Intention for shared equipment use.
4.3	Bakery	900			Intention for shared equipment use.
4.4	Cold Food Prep	1,100		Refrigerated Space. Separate Area. Cold Prep Cooler Adjacent	Intention for shared equipment use.
4.5	Cook Chill Processing	750		Can combine area with 4.1 Catering Kitchen, 4.2 Main Central Kitchen.	Intention for shared equipment use.
	Subtotal NSF	**4,250**			

Kitchen Program

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
5. Kitchen-Mechanical Spaces					
5.1	Cook Chill Support Equipment	0	*0*	Add to support 10%.	Steam Boiler, (1) Compressed Air System, Ice Builder & Condensing Units
5.2	Mechanical - Refrigeration	0	*0*	Exterior mechanical equipment for refigeration.	Refrigeration systems
	Subtotal NSF	**0**			
6. Kitchen-Chilling					
6.1	Blast Chilling	50		Directly adjacent to 7.1 Central Refigeration Finished Goods	(1) Blast Chill Room 3-Cart Capacity
	Subtotal NSF	**50**			
7. Kitchen-Finished Storage					
7.1	Central Refrigerated Finished Goods	300		Empty for cart storage; directly adjacent to 6.1 Blast Chilling. Add 8.2.	
7.2	Central Frozen Finished Goods	250		Empty for cart storage	
7.3	Central Cook Chill Bank	600		Empty for cart storage	
	Subtotal NSF	**1,150**			
8. Kitchen-Catering Short Term Finished Goods Storage					
8.1	Hot Holding	75		10 carts	Power for Hot Carts 120v - 20amp - 10 carts
8.2	Cold Holding			10 carts in Cooler. Combine with 7.1.	(1) Roll in Cooler Catering Cold Holding
	Subtotal NSF	**75**			
9. Kitchen-Equipment & Beverage Storage					
9.1	Coffee & Beverage Station	200			(2) 10-Gallon Twin Coffee Brewers, (1) 3-Gallon Twin Coffee Brewer, (2) 3-Gallon Tea Brewers, (2) Juice Concentrate Dispensers 4 Flavor, (1) 1,900 lb Ice Machine with required Water Filter, (1) Ice Bin and Dispenser, (1) Ice Bin Dispenser Cart
9.2	Linens, China & Glassware	300		All racks OFOI. Rolling Dish Racks	
9.3	Alcoholic Beverage Storage and Cooler	100		All racks OFOI. Can combine with 8.2 Cold Holding.	(1) Catering Beverage Cooler
9.4	Catering Equipment Tables & Chairs	700		Empty storage space for furniture and carts	
	Subtotal NSF	**1,300**			

Kitchen Program

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
10. Kitchen-Cart Loading					
10.1	Catering Cart Loading	300		Empty space adjacent to 9.1 Coffee & Beverage Station, 9.2 Lines, China & Glassware, and 9.4 Catering Equipment Tables & Chairs to load event equipment carts. Combined with 10.2.	
10.2	Central Cart Loading	0	0	Combined with 10.1.	
	Subtotal NSF	**300**	**0**		
11. Kitchen-Outgoing Delivery					
11.1	Catering Outgoing		150	Covered exterior space. Empty space for staging and loading catering carts prior to loading on trucks.	
11.2	Central Outgoing		150	Covered exterior space. Empty space for staging and loading Central FG carts prior to loading on trucks.	
	Subtotal NSF	**0**	**300**		
12. Kitchen-Return Delivery					
12.1	Central & Catering Return Dock	150		Approx. 150 sf. Empty space for unloading dirty carts - adjacent to 13.2 Dish Wash & Storage	
	Subtotal NSF	**150**	**0**		
13. Kitchen-Dish Wash & Storage					
13.1	Cart Storage Corral-Clean	200		Empty space - Storage of clean carts not in use	
13.2	Dish Wash & Storage	750		All racks OFOI. Can combine area with 13.3 Rack Wash and 13.4 Pot & Pan Wash	(1) Flight Dishwasher Champion EUCCW
13.3	Rack Wash	0	*0*	Eliminated.	(1) Rack Washer Champion or LVO Double Rack
13.4	Pot & Pan Wash	300		All racks OFOI. Can combine area with 13.2 Dish Wash & Storage and 13.3 Rack Wash	(1) Power Soak 3 Comp Sink
13.5	Cleaning Supplies and Mop Sink	0	*0*	Shared with 13.2, 13.4.	
13.6	Waste Pulper	0	*0*	Eliminated.	(1) Waste Pulper
13.7	Cart Storage Corral-Dirty	100		Empty space - Storage of dirty carts not in use	
	Subtotal NSF	**1,350**			

Kitchen Program

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
14. Kitchen-Office Space					
14.1	Chefs Offices (4)	280		4 work stations - ability to see everything. Space can be shared	
14.2	Catering Manager Private Offices	240		3 Managers (120sf each) private office. Client-focused catering work. Directly adjacent to open offices and conference room.	
14.3	Conference and Tasting Room	500		Conference room - seating for 10 with room for 10 perimeter chairs, digital screen or projector, cabinets for linen samples, closeable white board, wireless/data/power, dimmable lights, sidebar counter for water/coffee service. Housing intends to use as emergency command center. Room requires UO classroom level technology with power and data to accommodate 10 laptop computers. Unisex WC required.	
14.4	Catering Open Offices	520		8 (80sf) work stations, includes all Central and Catering clerical staff. Client-focused area with higher level of finish. Reception and waiting area. Not a staff entrance	
	Subtotal NSF	**1,540**			
15. Kitchen-Staff Support					
15.1	Locker Room	350		67 total staff. Provide 2- and 3-tier lockers. Provide handwash sterilization station at entry/exit to Central Kitchen. Program wish is to integrate shower facility but not a requirement	
15.2	Restrooms	0	*0*	SF carried in grossing factor. Building will contain approximately 67 staff. Alternate to shower in locker room is emergency shower in ADA stall in both Men's and Women's. Fixture count as required by OSSC.	
15.3	Break Room	300		Seating for 16 Staff	
	Subtotal NSF	**650**			

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
16. Kitchen-Waste					
16.1	Recycling		125	Exterior covered area. Multiple bins for separating recycling	
16.2	Compost - Pulping discharge		100	Exterior covered area for compost bins	
16.3	Garbage		150	Exterior covered area (3) 3 yard dumpsters	
16.4	Used Oil		25	Exterior covered area(1) 2 yard oil container	
16.5	Pressure Washing Equipment Storage		50	Exterior covered area. Provide area drain in case used for washing carts and equipment	
	Subtotal NSF	**0**	***450***		

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment notes provided for general information only. Refer to separate equipment list.
23	**Santitation Station**	30		Walk through - feet and hand santiation prior to access to food prep areas.	

Kitchen Net Assignable Total	**14,730**	
Net Exterior Covered Area		**1,350**

Woodshop Program

No.	Space Name	Approx. NSF	Approx. Ext. covered area	Adjacencies, function and notes	Equipment Notes
17. Woodshop-Receiving & Delivery					
17.1	Receiving Loading Dock		100	Exterior covered space. Can be shared with Kitchen. Approx. 12 lineal feet.	
17.2	Storage		100	Secured exterior covered space	
	Subtotal Net Square Feet (NSF)	**0**	**200**		
18. Woodshop-Clean Area					
18.1	Spray Booth	300		Water Based Spray Products	
18.2	Clean Area with Laydown Tables	700		(4) 4'x8' tables. Clear floor space can be shared with adjacent clear floor space. 15 NSF for (3) flammable material cabinets	
	Subtotal NSF	1,000			
19. Woodshop-Building Area					
19.1	Tablesaws-General Use and X-Cut	1,333		Tablesaws (2) - 8'x16'. Clear floor space can be shared with adjacent clear floor space. X-Cut Tablesaw (1) - 8'x16',6'. Clear floor space can be shared with adjacent clear floor space	Power in floor - Walker duct
19.2	Work Bench Area and Storage	667		(4) - 4'x8' Work benches. Clear floor space can be shared with adjacent clear floor space. 300 sf of storage with perimeter high pile wall storage up to 12'.	Ceiling drop power for misc. power tools
	Subtotal NSF	**2,000**			
20. Woodshop-Maintenance Area					
20.1	Housing Maintenance	400		20'x20' with 4'x8' work bench, clear floor area and perimeter storage	
	Subtotal NSF	**400**			
21. Woodshop-Office					
21.1	Office	100		Enclosed office for 1 staff with direct visible connection to shop	
	Subtotal NSF	**100**			
22. Woodshop-Mechanical Spaces					
22.1	Dust Collection System	0	0	Acoustics and cleanout design considerations. Typically outside of woodshop volume and exterior wall. Included as part of the 10% support NET to GROSS increase.	
	Subtotal NSF	**0**			
	Woodshop Net Assignable Total	**3,500**			
	Net Exterior Covered Area		**200**		

Equipment Type							Furnished by:	Location	Plumbiing Information							Electrical Information									General Information
Item No.	Notes	Qty.	Description	Manufacturer	Model No.	Equipment Notes			Cold Water Size	Hot Water Size	Direct Drain	Indirect Drain	Gas Size	MBTUH		volts	Phase	Amps	KW	HP	Cycle	Direct	Plug	NEMA	Remarks
1		1	Cardboard Bailer	Max-Pak	Max-Pak MP60HD-15		OFCI	1.4																	Receiving Dock
2		1	250 lb Scale	Edlund	ERS-300		OFCI	1.2																	Receiving Dock
3		2	10 Gallon Twin Coffee Brewer	Curtis	Curtis RU-1000-20		OFCI	9.1																	Catering Beverage Station
4		1	3 Gallon Twin Coffee Brewer	Curtis	Curtis RU---300		OFCI	9.1																	Catering Beverage Station
5		2	3 Gallon Tea Brewer	Curtis	Curtis TCTS 10600		OFCI	9.1																	Catering Beverage Station
6		1	Coffee Grinder	Curtis			OFCI																		
7		2	Juice Concentrate Dispenser 4 Flavor	Vendor	Vendor		OFCI	9.1																	Catering Beverage Station
8		1	Ice Bin and dispenser	Follett	DEV 2100SG-72-75		OFCI	9.1																	Catering Beverage Station
8a			Water Filter			As needed for Ice Ma	OFCI	9.1																	
9		2	Alto Shaam Oven 20---20 esG	Alto Shaam	20---20 esG	Potential for future expantion to 3 ovens	OFCI	4.2																	Main Central Kitchen
9a		1	Roll---In Plate Cart Trolly				OFCI																		
9b		1	Tripple Guard Water Filter				OFCI																		
9c		2	Water Filter			As needed for Alto S	Contractor	4.2																	
9	Alternate	1	Alto Shaam Oven 20---20 esG	Alto Shaam	20---20 esG	Potential	OFCI	#																	Main Central Kitchen
9a	Alternate	1	Roll---In Plate Cart				OFCI																		
9b	Alternate	1	Tripple Guard Water				OFCI																		
10		1	Alto Shaam Oven Stacked (2 oven Stacked)	Alto Shaam	7---14 esG		OFCI	4.2																	Main Central Kitchen
10a		1	Water Filter			As needed for Alto S	Contractor	4.2																	
11		2	40 Gallon Tilt Skillet	Groen	BPM-40G		OFCI	4.2																	Main Central Kitchen
11a		1	2" Tanget Draw Off				OFCI																		
11b		1	Lip Strainer				OFCI																		
11c		1	Drain Cart & Trough Assembly				OFCI																		
11d		1	Double Pantry Faucet				OFCI																		
12	Alternate	1	40 Pressure Tilt Skillet	Electrolux	583402		OFCI	4.2																	Main Central Kitchen
13	Existing	3	80 Gallon Steam Kettle (existing)		Groen	W/316 s/s	OFCI	4.5																	Cook Chill
13a		Lot	Fiberglass Subway Floor Troughs		Made to Drain	w/sediment baskets	OFCI	4.5																	
14		2	48" Charbroiler Gas Grill	Jade	Jade		OFCI	4.2																	Main Central Kitchen
15	Existing	1	Mixer --- Hobart H---600 Mixer		Hobart H---600		OFCI	4.2																	Main Central Kitchen
16		2	Vacuum Marinator 150lb Capacity	Ultra Source	Ultra Source LT---15		OFCI	4.4																	Cold Prep Room
17	Alternate	1	Meat Cheese Slicer	Weber	Weber 305 CCS UB		OFCI	4.4																	Cold Prep Room
18	Existing	1	Table SS Adjustable Prep	Hupfer	Hupfer 33.5*72*36		OFCI	4.4																	Cold Prep Room
19		1	Power Wash Veg Prep Sink	Powerwash	Powerwash		OFCI	4.4																	Cold Prep Room
20		1	Pre---rinse hose		T&S		Contractor	4.4																	
21	Existing	1	Double Stack Convection Oven (existing)	Vulcan	VC---66E		OFCI	4.1																	Catering Kitchen
22	Existing	2	Alto Shamm Combi Oven (existing)	Alto Shaam	10---18 esi		OFCI	4.1																	Catering Kitchen
23	Existing	1	Baxter Rotating Oven (existing)	Baxter	OV 310 E		OFCI	4.1																	Catering Kitchen
24		1	Alto Shamm Smoker	Alto Shaam	1767 --- SK		OFCI	4.1																	Catering Kitchen
25		1	Jade 8 Burner Gas Range 18"	Jade	Jade		OFCI	4.1																	Catering Kitchen
26		3	50# Deep Fat Fryers gas Pitco		SSH --- 55		OFCI	4.1																	Catering Kitchen
27		1	Fryer Dump Station		Pitco	W/automatic filtratio	OFCI	4.1																	Catering Kitchen
27a		1	Heat Lamp				OFCI	4.1																	
28	Existing	1	30 Gallon Tilt Skillet --- Groen (existing)		Existing or new		OFCI	4.1																	Catering Kitchen
29	Existing	1	23 Gallon Tilt Skillet --- Groen (existing)		Existing or new		OFCI	4.1																	Catering Kitchen
30		Lot	Fiberglass Subway Floor Troughs		Made to Drain	w/sediment baskets	Contractor	4.1																	
32		1	100 Gal Steam Kettle Tilt Out Incline Agitator	Groen	INA/2 Groen		OFCI	4.5																	Cook Chill
32a		Lot	Fiberglass Subway Floor Troughs		Made to Drain	w/sediment baskets	Contractor	4.5																	
33		1	Control Panel HMI		Groen		OFCI	4.5																	Cook Chill
34		1	Pumping Station		Groen		OFCI	4.5																	Cook Chill
35		1	Cook/Chill Tank		CKWJ---100		OFCI	4.5																	Cook Chill
36		1	Air Cooled Remote Refer for CKWJ---100		Groen		OFCI	4.5																	Cook Chill
39		1	Compressed Air System		Groen		OFCI	4.5																	Cook Chill
40		1	Picard Revolution 32 Pan Oven		RE---8---32		OFCI	4.3																	Bakery
40A	Existing	Lot	Proof boxes		Crescor		OFCI	4.3																	Bakery
41		1	Doyon Jet Air Oven JA---28		JA --- 28		OFCI	4.3																	Bakery
42	Alternate	1	Picard Pre Mix Table		LP---432		OFCI	4.3																	Bakery
43	Existing	1	Mixer Hobart 30 qt		Hobar D---300		OFCI	4.3																	Bakery
44	Existing	1	Mixer --- Hobart 60 qt		Hobart H---600		OFCI	4.3																	Bakery
45	Existing	1	Mixer Hobart 70 qt		Hobart M---802		OFCI	4.3																	Bakery
46	Existing	1	Bakers Table w//Bins		34x96x38		OFCI	4.3																	Bakery
47	Existing	1	Dough Baller Univex		existing		OFCI	4.3																	Bakery

Equipment Type							Furnished by:	Location	Plumbiing Information							Electrical Information									General Information
Item No.	Notes	Qty.	Description	Manufacturer	Model No.	Equipment Notes			Cold Water Size	Hot Water Size	Direct Drain	Indirect Drain	Gas Size	MBTUH		volts	Phase	Amps	KW	HP	Cycle	Direct	Plug	NEMA	Remarks
48	Alternate	1	Unifiller Compact Series	Unifiller	Compact		OFCI	4.3																	Bakery
50		1	Flight Dishwasher Champioin EUCCW		EUCCW		OFCI	13.3																	Dishwashing
52		1	Power Soak 3 Comp Sink				OFCI	13.2																	Dishwashing
52b	Existing	1	Spray Rinse				OFCI																		
52c	Existing	1	Waste Disposer				Contractor																		
52d		1	Clean Dish Table				Contractor																		
53		1	Blast Chill Room 3 Cart Capacity				Contractor	6.1																	Refrigeration
54		1	Central Freezer				Contractor	2.5																	Refrigeration
54A		Lot	High Density Storage Racks				OFCI	2.5																	
55		1	Catering Freezer				OFCI	2.2																	Refrigeration
55A		Lot	High Density Storage Racks				OFCI	2.2																	
56		1	Central Cooler				OFCI	2.6																	Refrigeration
56		Lot	High Density Storage Racks				OFCI	2.6																	
		1	Catering Cooler				OFCI	2.1																	Refrigeration
57		Lot	High Density Storage Racks				OFCI	2.1																	
57A		1	Thaw Cooler				Contractor	3.1																	Refrigeration
58		1	Catering Beverage Cooler				Contractor	9.3																	Refrigeration
59		1	Cold Prep Room Cooler				Contractor	4.4																	Refrigeration
60		1	Bake Shop Cooler with Freezer Section				Contractor	4.3																	Refrigeration
61		1	Roll in Coolers Catering Cold Holding				Contractor	8.2																	Refrigeration
62	**Existing**	25	SS Prep Tables				OFCI	4.4; 4.5																	Prep
63	Alternate	3	Wood Bakers Tables				OFCI	4.3																	Bakery
64	Alternate	10	eControl Temp Sensors				Contractor	HACCP																	Prep
65	Alternate	2	Rice Cooker RM---55 Gas		Town RM---55		OFCI	4.2																	Main Central Kitchen
66	Alternate	1	Power Wash System for floors and Walls		SMT---1100 Portable		OFCI	16.5																	
67	Existing	Lot	Mobile Drying Racks		Metro		OFCI	13.2																	
68		Lot	Demand Control Exhaust Systems		Halton or Gaylord		Contractor	Hoods																	
71	**Existing**	1	Verticutter/Mixer (existing)		Hobart		OFCI	4.2																	
72		1	Exterior Door Air Curtains				Contractor	Exterior Doors																	
73			Exhaust Hood		As needed per equipment & design		Contractor																		

74			Fire protection System		As needed per equipment & design	Contractor																	
75			Exhaust Hood Control panels		As needed per equipment & design	Contractor																	
76			Exhaust Ventilator		As needed per equipment & design	Contractor																	
82			Utility Sinks		As needed per work areas	Contractor																	
83			Hand Sinks		As needed per code and work areas	Contractor																	
85			Fill Faucet		As needed for Kettles, Skillet, etc.	Contractor																	
86			Power Drop Cords for Hot Carts		As needed in each kitchen area	Contractor																	
87			Utility Power for Table Top Equipment		As needed at all work tables and kitchen a	Contractor																	

CENTRAL Woodshop

EQUIPMENT SCHEDULE

Equipment Type							Electrical Information									General Information
Item No.	Qty.	Description	Manufactuer		Model No.	Furnished by:	volts	Phase	Amps	KW	HP	Cycle	Direct	Plug	NEMA	Remarks
1	1	10" Industrial Cabinet Saw	SawStop		ICS 51230	OFCI	230	1	19.7		5	60		X		
2	1	10" Professional Cabinet Saw	SawStop		CB 51230	OFCI	230	1	19.7		5	60		X		
3	1	10" Professional Cabinet Saw	SawStop		PCS 31230	OFCI	230	1	13		3	60		X		
4	1	14" Bandsaw	Jet		JWBS 14CS	OFCI	?	1	?		?	60		X		
5	1	14" Bandsaw	Jet		JBS 14MW	OFCI	115/230	1	?		1	60		X		
6	1	Drill Press	Jet		JDP 15M	OFCI	115/230	1	9.0/4.		3/4	60		X		
7	1	Drill Press	Delta		DP 300L	OFCI	120	1	6		1/3	60		X		
8	1	Chop Saw	Dewalt		DW 705	OFCI	120	1	13		?	60		X		
9	1	Chop Saw	Bosch		CM12 3601 M21 110	OFCI	120	1	15		?	60		X		
10	1	General Dust Collector				CFCI	220	1	21		5	60		X		System/component to be designed as part of the shop
11	1	Dust Collector				CFCI	120/240	1	12/6		1.5	60	X			System/component to be designed as part of the shop
12	2	Air Filters				CFCI	115	1	?		?	60		X		System/component to be designed as part of the shop
13	1	Air Filter				CFCI	115	1	3.5		1/4	60		X		System/component to be designed as part of the shop

Note: Data Fields in YELLOW is equipment intended for future growth.

University Housing Central Kitchen and Woodshop
DESIGN GUIDELINES
December 2, 2013

Design Guidelines: The project planning and design proposals for the Central Kitchen and Woodshop project should satisfy the policy documents, including but not limited to those listed below and summarized in the following pages, and must respond to the Qualitative Narrative Statements below. Refer to the original documents for the full descriptions and requirements.

Policy Documents:

City of Eugene Land Use Code and Site Review

Fairmount/University of Oregon Special Area Study (EC 9.9570)

2005 Campus Plan

Campus Planning Committee meeting #1 recommendations

2003 Development Policy for the East Campus Area

UO Campus Construction Standards with Housing Addendum

Program and Narrative Specification

QUALITATIVE NARRATIVE STATEMENTS:

2005 Campus Plan Policy 11: Patterns

Site Design Narrative Statements

Building Design Narrative Statements

SITE DESIGN GUIDELINES

City of Eugene Land Use Code and Site Review

- Per the City of Eugene Land Use Code (Chapter 9 of the Municipal Code, or EC), the building site has a base zoning of PL (Public Lands). The total area of the site has an overlay zoning of /EC (East Campus) and the northeastern and southern tax lots of the site have an additional overlay zoning of /SR (Site Review).

Fairmount/University of Oregon Special Area Study (EC 9.9570) (from 2003 Development Policy for the East Campus Area)

- Policy 3, encouraging PL zoned lands to be developed with energy and space efficient structures and land use patterns.
- Policy 5, encouraging the consolidation of non-residential uses into areas reserved for institutional uses.
- Policy 9, requiring Site Review for properties within 100 feet of the one privately-owned, owner occupied parcel within the East Campus Overlay District.

2005 Campus Plan – A brief summary of each policy in reference to Site Design is provided below. Refer to the *Campus Plan* for full descriptions.

Policy 1: Process and Participation

- Land-use applications and subject plans – In cooperation with Campus Planning and Real Estate staff, notice of the intent to apply to the city for a site review shall be given to the adjacent interested parties as required by the *2003 Development Policy for the East Campus Area* at least thirty days prior to the date the application is filed with the city.

Policy 2: Open-space Framework

- Refer to the Open-space Framework Expansion *Campus Plan* Amendments

Policy 3: Densities

- *See requirements below in 2003 Development Policy for the East Campus Area*

Policy 4: Space Use and Organization

- Site buildings and program spaces so that they provide opportunities for facility expansion and adaptation that will allow for future program growth.

Policy 6: Maintenance and Building Service

- Establish a designated building service area that is integrated into the building and landscape design so they are not detrimental to the neighborhood aesthetic.

Policy 8: Universal Access

- In addition to complying with applicable federal and state requirements, the university is committed to making all new facilities welcoming and accessible to all users without discriminating on the basis of ability.

Policy 9: Transportation

- The placement of vehicle and bicycle parking for staff and guests should be thoughtfully considered in addition to service and delivery vehicle routes.

Policy 10: Sustainable Development

- The Central Kitchen and Woodshop shall adhere to the university's Oregon Model for Sustainable Development. Based on the current Oregon Energy Code and a building of this program, the UO recognizes that the Advanced Energy Threshold (AET) requirement may be a challenge; however, it is the Design Build Team's responsibility to demonstrate to the Campus Planning Committee how this policy can be achieved. The design team will determine if meeting AET is technically achievable in this building. If infeasible, they will provide data to the UO of the additional energy conservation measures deemed infeasible, the costs of those measures, and the possible payback period of those measures.

Policy 11: Patterns

- Patterns are statements that describe and analyze design issues and suggest ways in which those issues might be resolved
- All **bold and highlighted patterns** must be considered for every project. Those listed below are specific to this project and the Proposer must address how the design responds to each pattern below.

LARGE SCALE CAMPUS – *This set of patterns defines how the campus is formed at the greatest scale and looks at the composition of the entire campus.*

Campus Trees

Good Neighbor - It's easy to be so focused on making campus projects as wonderful as possible for their users that we ignore their impacts on our neighbors.
THEREFORE: Consider each project's impacts on neighbors and community. For example, what will the building look like from outside the campus boundaries? What parking impacts may spill over into other areas?

Open-space Framework - The University of Oregon campus is organized as a system of quadrangles, malls, pathways, and other open spaces and their landscapes. This organizational framework not only functions well, but also serves as a physical representation of the university's heritage.
THEREFORE: Build in ways that improve the existing open-space framework and extend it per the project's build-out requirements.

Sustainable Development

Universal Access

Welcoming to All - Built environments in which the greatest range of diverse

people feel welcome and comfortable promote learning opportunities and encourage an open exchange of ideas.
THEREFORE: Create a campus that addresses the issues of diversity and equity in the built environment, for example, in landscapes, building layout, design details, and artwork.

TRANSPORTATION - *This set of patterns defines the transportation systems (including pathways) of the entire campus.*

Bike Paths, Racks, and Lockers - Bikes are cheap, healthy, good for the environment, and a critical component to the university's transportation system. They are threatened by cars on streets, they can be a threat to pedestrians on pedestrian paths, and they need secure, convenient, and attractive storage.
THEREFORE: Consider how each development or building can contribute to the campus-wide system of paths, racks, and lockers. Pay particular attention to the location of racks and lockers to ensure their appropriate adjacency to the path system and their popularity.

Hierarchy of Streets - Campus traffic may seek short cuts through residential areas near the campus if more appropriate alternatives don't exist.
THEREFORE: Discourage auto traffic on streets that do not connect to arterials or neighborhood collectors, and encourage traffic on streets that do.

Path Shape - Pathways should be inviting enough to be more than a means of travel. Generally, pathways connect large open spaces or heavily used destinations on the campus. Many of them are former city streets around which the campus has grown or are alongside and parallel to former streets.
THEREFORE: Make pathways places to linger rather than just connectors to pass through by creating wide spots for benches and low walls for seating. Remake old city streets into pathways that emphasize their pedestrian nature and de-emphasize their former car nature.

Local Transport Area

Pedestrian Pathways

Shielded Parking and Service Areas – Parking lots full of cars are inhuman and dead spaces—no one wants to see them or walk by them. Loading docks and service areas also are cluttered and unkempt spaces containing unattractive garbage-filled dumpsters.
THEREFORE: Put all parking lots and service areas behind some kind of screening wall, so that the cars and dumpsters cannot be seen in passing; at

the same time take into account the security of the users of these facilities. The surrounding wall may be a building, a low landscape wall, earth berm, or hedge.

Road Crossings - Where paths cross roads, cars have the power to frighten and subdue pedestrians, even when the pedestrians have the legal right-of-way. THEREFORE: At a point where a pedestrian path crosses a road within the campus (see "Local Transport Area" pattern) make a "knuckle" at the crossing: narrow the road to the width of the through lanes only; use different paving materials to continue the pedestrian path through the crossing and raise it above the roadway; and/or install islands between lanes. Be careful to consider the safety of blind people. Make pedestrian movement more of a priority than car movement.

SITE ARRANGEMENT – *This set of patterns informs how buildings should be arranged to become a part of the campus.*

Main Building Entrance - Placing the main entrance(s) is perhaps the single most important step taken during the evolution of a building plan. THEREFORE: Place the main entrance(s) of the building at a point immediately visible from the main avenues of approach, and give it a bold shape in the front of the building.

Positive Outdoor Space - In general, outdoor spaces that are merely "left over" between buildings will not be used.
THEREFORE: Always place buildings so that they embrace the outdoor spaces they form. Design the landscape so that some sides of the outdoor space are defined by buildings and some sides by arcades, trees, or low walls. Be sure to leave entrances to the outdoor "room" at several points so people can pass freely through the space and travel to other connecting outdoor spaces.

Seat Spots

Site Repair

Sitting Wall

South Facing Outdoors

Water Quality

Policy 12: Design Area Special Conditions

- Refer to Open-space Framework Expansion *Campus Plan* Amendments

Campus Planning Committee Meeting #1 Recommendations

The following are site design considerations from the UO Campus Planning Committee meeting January 2013, which authorized the project to continue design within the proposed project site:

- Carefully consider the impact of exterior venting and related noise and fumes on adjacent neighbors.
- Provide on-site parking for service delivery vehicles.
- Integrate appropriate buffer spaces and design elements for the consideration of adjacent single-family neighbors.
- Carefully consider how to address truck ingress and egress.
- Emphasize the Shielded Parking and Service Areas pattern and the Good Neighbor pattern
- Consider the potential impact on the nearby children's centers
- Carefully consider ways to mitigate truck traffic through the adjacent residential neighborhood.

2003 Development Policy for the East Campus Area

- Building Height: The site is within the area designated for limited high-density residential/limited institutional. For this area there is a height restriction of three stories and 45 feet, although portions of the site are limited to a height of 30 feet due to proximity to R-1 zoned property.
- Density: The sub area that the project site is within (Sub area 36) has a maximum floor to area ration (FAR) of 0.5 and a maximum coverage of 0.3. This applies to the whole sub area and not exclusively to the project site.
- Open-space Framework Plan: The UO developed an open-space framework plan as part of this project. The extent of the framework is for the project block only (East 17th Ave to East 19th Ave, and Columbia and Moss Streets).
- Establishing and Constructing Designated Open Spaces: The proposed building size of approximately 25,000 gross square feet (GSF) will require an area of at least 3,000 square feet to be constructed within a Designated Open Space either within the development site, adjacent to the development site or within a Designated Open Space elsewhere on campus. The amount of designated open space required to be constructed varies with the size of the building and is set by categories of size. If the project's total building size is smaller than 25,000 GSF, the requirement will drop to the lowest category and be required to construct a lower proportion of its size, namely 10%.

Site Design Narrative Statements

SITING AND LANDSCAPE

- Attention and priority to sustainability should be clear and visible on the site.
- Project siting should protect significant trees and enhance the Open Space Framework Plan.
- The project is required to build out 10%-12% of the building's gross square footage in alignment with the Open Space Framework Plan as part of the site development requirement.
- Consider display of visible stormwater treatment systems on site.
- Site the building within the appropriate setback criteria to be compatible with the neighborhood and welcoming to pedestrians. See Figure 1.
- Consider an efficient site to align with density requirements in this part of campus.

CIRCULATION – PEDESTRIANS, BICYCLES, DELIVERY AND SERVICE VEHICLES

- Maintain or improve the safety of the significant pedestrian traffic that crosses 17th Avenue at Columbia Street.
- Pedestrian and bicycle access to the site should be from Columbia Street.
- Pedestrian and bicycle conflicts with vehicles should be minimized and addressed.
- Onsite bike parking requirements should be accessed from Columbia Street.
- The pathway that connects the future Moss Green to Columbia Street should be as direct as possible and wide enough for pedestrian, bicycles, and food service delivery carts to safely pass through. This pathway should encourage pedestrians and bicycles to cross Moss Alley perpendicular to the vehicle traffic.
- Ensure periodic vehicular access for yard maintenance is available from Moss Alley for the current privately-owned residents to the existing lot identified as Moss Green.
- The building edge and landscape edge should create a welcoming experience for pedestrians and bicyclists.
- Deliveries to the site should route from Franklin Boulevard to Agate Street and to 17th Avenue.
- Discourage delivery traffic into the neighborhood; i.e. east on 17th Avenue to Moss Street or south on Moss Alley to 19th Avenue.
- Allow for vehicular site access and egress points as far north as possible.
- Vehicular access to the site for facility vehicles, delivery trucks, and service vehicles should be from 17th Avenue to Moss Alley or Columbia Street.
- Minimize the amount of backing up into streets or alleys.

- Consider routing delivery vehicles to drive through the site east to west and exit onto Columbia Street north.
- Incoming and outgoing vehicular traffic is critical to successful material flow in and out of the site. The volume of traffic is significant and minimizing the impact on the neighborhood is a key consideration.

BUILDING DESIGN GUIDELINES

City of Eugene Land Use Code and Site Review

- Building height restrictions of a maximum of 30 feet apply to the south end and the northeast corner of the site due to proximity to R-1 zoned properties.

2005 Campus Plan – A brief summary of each policy in reference to the Building Design is provided below. Refer to the Campus Plan for full descriptions.

Policy 6: Maintenance and Building Service

- Establish a designated building service area that is integrated into the building and landscape design so they are not detrimental to the campus aesthetic.

Policy 7: Architectural Style and Historic Preservation

- The design of new buildings and additions shall be compatible and harmonious with the design, orientation, and scale of adjacent buildings, though they need not (and in some cases should not) mimic them.

Policy 8: Universal Access

- In addition to complying with applicable federal and state requirements, the university is committed to making all new facilities welcoming and accessible to all users without discriminating on the basis of ability.

Policy 10: Sustainable Development

- The Central Kitchen and Woodshop shall adhere to the university's Oregon Model for Sustainable Development. Based on the current Oregon Energy Code and a building of this program, the UO recognizes that the Advanced Energy Threshold (AET) requirement may be a challenge; however, it is the Design Build Team's responsibility to demonstrate to the Campus Planning Committee how this policy can be achieved. The design team will determine if meeting AET is technically achievable in this building. If infeasible, they will provide data to the UO of the additional energy conservation measures deemed infeasible, the costs of those measures, and

the possible payback period of those measures.

Policy 11: Patterns

- Patterns are statements that describe and analyze design issues and suggest ways in which those issues might be resolved
- All **bold and highlighted patterns** must be considered for every project. Those listed below are specific to this project and the design must respond to each pattern below.

BUILDING DESIGN – *This set of patterns informs how each building should be designed.*

Arcades - Arcades at the edges of buildings—partly inside and partly outside the building—play a vital role in the way group territory and the society-at-large interact. Our climate is especially suited for sitting or walking outside under cover on a rainy day. South-facing arcades create wonderful micro-climates during most of the year.
THEREFORE: Whenever possible, create arcades along the sides of buildings or between their wings, and open building interiors to these arcades. As possible, knit these arcades together with campus paths so they form a semi-covered system of paths throughout the campus.

Architectural Style

Building Character and Campus Context

Building Hearth

Flexibility and Longevity

Four-story Limit

Future Expansion - Buildings inevitably change and expand over time to adapt to changing user needs.
THEREFORE: Consider the possibility of future expansion and change when designing a new building or addition.

Materials and Operations

Places to Wait

Operable Windows

Organizational Clarity

Quality of Light - Daylight, the use of which results in energy savings, is an important aspect to wellness and psychological comfort for building users; it is also beneficial to many of the tasks performed by building occupants. However, glare from daylighting may cause eye strain for employees who use computer monitors.
THEREFORE: Provide ample opportunities for daylight throughout the building in both private and public areas. When possible and appropriate, opportunities to bring natural light into areas further from the perimeter of the building such as clerestory windows, interior windows, or windowed doors should be considered. Provide appropriate shading and defusing devices and furniture arrangement to eliminate glare on computer screens.

Wings of Light

Wholeness of Project - Funding limitations often lead user groups or designers to create phased projects (in the hope of obtaining more funding for later phases) or to use the funds to create more new space without solving the existing facility's problems. These approaches can result in a complicated facility with functional problems, an awkward feel, and a lack of wholeness and integrity.
THEREFORE: Approach the project as a single-phased whole, creating a usable facility with options for future development. Address existing building problems directly, for example through renovations, rather than assuming they will be solved simply by adding new space. This approach may result in compromises, but it gives project users confidence that the built project will suit their needs.

Campus Planning Committee Meeting #1 Recommendations

The following are building design considerations from the UO Campus Planning Committee meeting January 2013 which authorized the project to continue design within the proposed project site:

- Ensure that the architectural style and design is compatible with the adjacent single-family residential zones and uses.
- Thoughtfully consider ways to make the facility multi-storied to more efficiently use the site. At a minimum consider ways to add upper floors in the future.

Building Design Narrative Statements

- The building(s) should be compatible with the surrounding residential neighborhood's size and scale, materials, and activities, but also forward

looking to future institutional development that is likely to occur in the East Campus area.
- The building(s) should not appear industrial, but rather appear timeless and contemporary.
- The building(s) should highlight Sustainability and building energy performance.
- Incorporate daylighting and natural ventilation measures.

SIZE AND SCALE

- A smaller footprint is desired to maintain compatibility with the surrounding neighborhood size and scale and to address density requirements for this part of campus.
- Recognize that the continuity of the two functions i.e. the kitchen and woodshop is important to the program and operations of the facility.
- The pedestrian's experience and the pedestrian scale of the building should be of prime importance.
- The west side of the building along Columbia Street should be the primary pedestrian face. The building's main entrance should be on Columbia Street.
- The building's exterior wall should be articulated to be compatible with the neighborhood and friendly to the public's experience of the building. See Figure 1.
- Opportunities to look into and walk next to the building are encouraged. The UO and University Housing are proud to showcase the state of the art program and service provided for students and community members.
- The pedestrian, main building entry should be clearly defined to the public and distinguished and separate from vehicular service and loading entry and exit zones.
- Place materials that will enhance the human experience at an appropriate height.
- Incorporate awnings, overhangs, solar shading devices where appropriate to relate to the human scale of the neighborhood.

MATERIALS

- The exterior materials should be durable and appropriate to context. Consider the use of brick, split-face CMU, corrugated metal, stucco, wood, hardiplank. Avoid unbroken or large expanses of a single material.
- The materials should be cost-effective, both in upfront construction value but also in terms of maintenance.
- Systems equipment placed on grade or on the roof should be carefully screened while allowing clear access for maintenance.

- Consider the fact that there are two very different sides to the building, the Moss Alley service side and the Columbia Street public side.

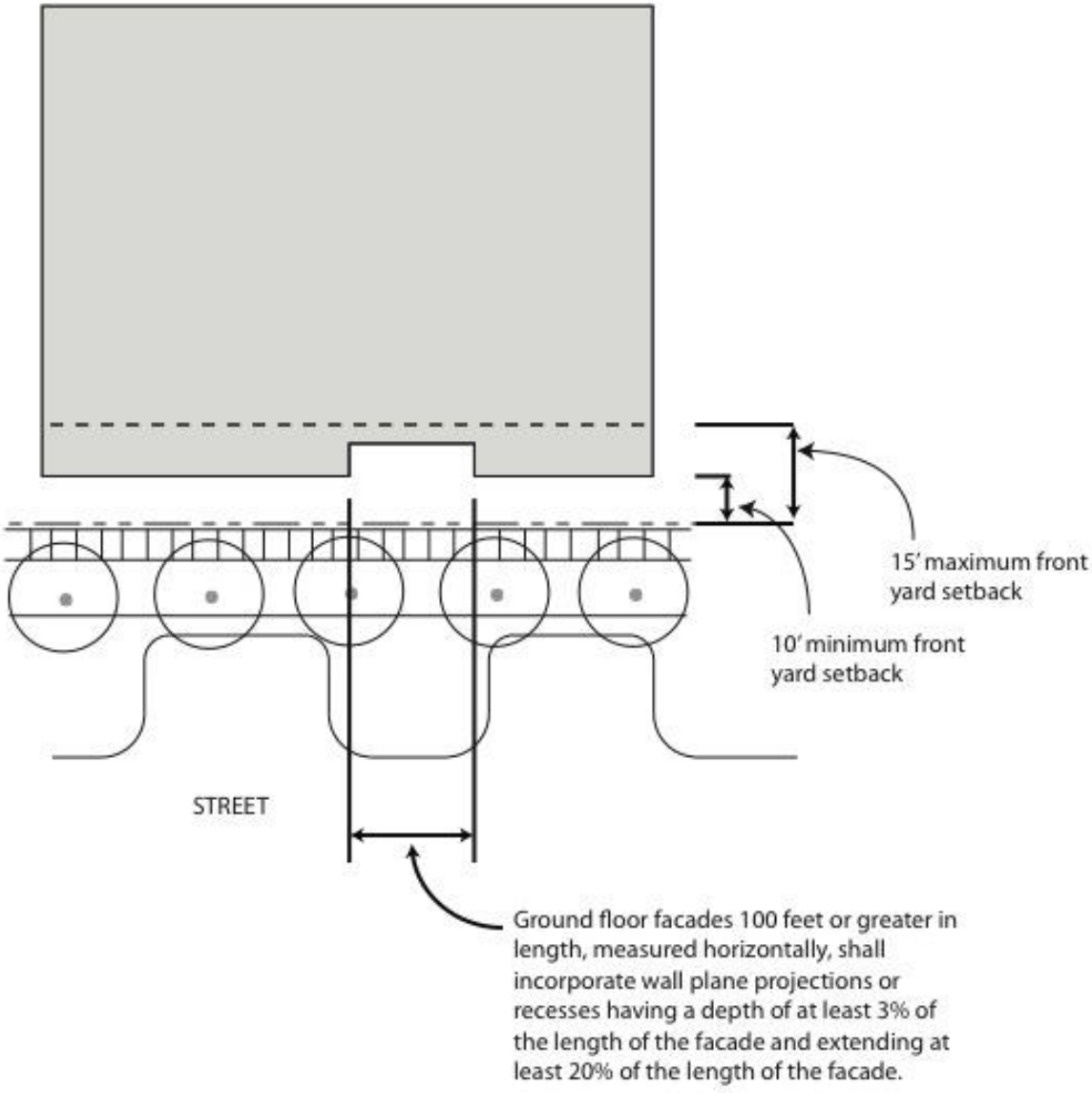


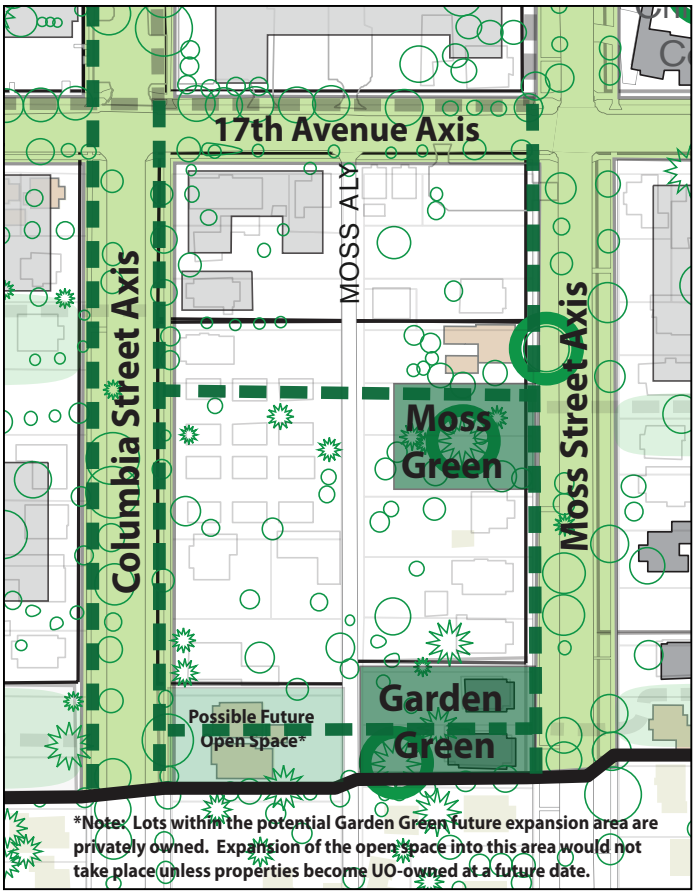
Figure 1: Front Yard Setbacks and Exterior Wall Articulation Diagram– not to scale

Campus Plan Amendments

Public Hearing, May 28, 2013,
Campus Planning Committee Review, May 28, 2013
UO Administration Approval, June 12, 2013

East Campus Central Kitchen and Woodshop Project - Open-space Framework Expansion

The Central Kitchen and Woodshop Project, which is located in the East Campus Area, triggered the requirement to prepare and adopt an open-space framework plan for the affected area (the block bounded by 17th and 19th Avenues and Columbia and Moss Streets). This result in a series of amendments to the *Campus Plan* described below:



Description of *Campus Plan* Amendments

1. Policy 2: Open-Space Framework

   A. The *Campus Plan* Map 3: Designated Open Spaces (pages 29 and 139) was amended to incorporate the new open spaces in the East Campus Area as shown in dark shading on the map.

   B. The *Campus Plan* Pathways diagram (pages 30 and 140) was amended to incorporate the new and altered pathways in the East Campus Area as shown with a dark dashed line on the map.

2. Policy 12: Design Area Special Conditions

   A. The East Campus Design Area Special Conditions text for **existing** open spaces (pp. 120-126 of the *Campus Plan*) was **amended** to read as follows:

1. **COLUMBIA STREET AXIS: 15TH AVENUE TO 19TH AVENUE**

Columbia Street Axis Opportunities and Constraints
Make an effort to integrate design features that enhance pedestrian and bike access along the entire street. Work with the city to ensure special attention is given to the 17th Avenue pedestrian intersection crossing and a mid-block crossing between 17th and 19th Avenues. Opportunities exist to reduce traffic and speed to enhance pedestrian access and safety, particularly for children of the Vivian Olum Child Development Center as well as the children, elderly, and disabled who come to the Many Nations Longhouse. It is also important to recognize that the Many Nations Longhouse is located at the end of Columbia Avenue and should not become landlocked. Therefore, it is recognized that service needs for adjacent buildings and special drop off/parking needs for the Olum Child Development Center and the Many Nations Longhouse still must be met. It is desirable to better define the form and edges through buildings and trees. Generally, primary building entrances should face the street. Use trees to shade the street surface. Consider

small pockets of head-in parking as a way to add variety to the street and calm traffic.

2. **MOSS STREET AXIS: 15TH AVENUE TO 19TH AVENUE**

Moss Street Axis Opportunities and Constraints

Make an effort to integrate design features that enhance pedestrian and bike access along the entire street. Work with the city to ensure special attention is given to the 17th Avenue pedestrian intersection crossing and a mid-block crossing between 17th and 19th Avenues. Opportunities exist to reduce traffic and vehicle speed. Local traffic and parking, Matthew Knight Arena special-event traffic, and service vehicles could use the street, but priority would be given to pedestrian and bike movement. Pay particular attention to creating a safe environment for children of the Moss Street Children's Center. It is desirable to better define the form and edges through buildings and trees. Use trees to shade the street surface. Future development should treat this axis as a transition area between larger-scale and smaller-scale development. Consider small pockets of head-in parking as a way to add variety to the street and calm traffic.

3. **17TH AVENUE AXIS: AGATE STREET TO MOSS STREET**

17th Avenue Axis Opportunities and Constraints

Development in this area should preserve and enhance connections to the East Campus Green and to the main campus. Building edges and front doors facing 17th Avenue can strengthen the form. Additional trees can shade the street surface and further define the form. Opportunities to work with the city to enhance the pedestrian and bike crossing at the Agate Street intersection should be considered. Similar opportunities exist at the Moss Street and Columbia Street intersections. The opportunity exists to encourage the use of 17th Avenue for automobile entrances and exits to and from the area.

B. The Special Area Conditions text for each **new** open space in the study area was **added** to read as follows:

1. **MOSS GREEN (new open space)**
Note: Further work is required to describe the special conditions of open spaces east of Moss Street that would connect to this open space. For more details refer to the 2003 Development Policy for the East Campus Area *and the* East Campus Open Space Framework.

Current Use
This quiet green has been informally used as a garden by the adjacent property owners.

Form
Currently, the green is an informal residential garden and a vacant lot.

Pathways/Gateways
A pedestrian and bike pathway is designed to pass through the green and connect Moss Street to Columbia Street serving as a secondary east/west route. Priority should be given to pedestrians and bicyclists but the path should be wide enough to safely accommodate small delivery carts. The intent is to provide an alternative bike and pedestrian route and to bring activity to the green space. The exact location and shape is not as important as the intent to create an east/west route.

Trees/Landscape
A mix of evergreen and deciduous trees are on the site. Special care should be given to the mature Incense Cedar.

Opportunities and Constraints

It is assumed that the existing use can remain intact until the existing adjacent occupants are not using the site as a garden space. At that time the goal would be to transform the green into a pedestrian-only small-scale open space for use by adjacent building occupants.

In addition, the green should feature an east/west route that extends through the block. Every effort should be made to create a clear public connection ~~and provide views~~ from Moss Street to Columbia Street. Priority should be given to pedestrians and bicyclists but the pathway should be wide enough to safely accommodate small delivery carts. Also, special care should be given to ensure a safe alley crossing.

Future development should help define the park edges and enliven it. However, primary building entrances should face the street. Consideration should be given to retaining existing garden plantings as appropriate (further assessment is required). Also, plantings should be used to buffer adjacent service and parking areas, such as small alley parking lots).

2. **GARDEN GREEN**

Note: The overall intent is to extend the Garden Green along the East Campus Area's southern boundary. Some lots in this area are already used as garden space (e.g., Columbia Garden) while others are privately owned (e.g., the lots west of the Garden Green facing Columbia Street). Expansion of the Garden Green would occur over time and only affect UO-owned properties. Further work is required to describe the special conditions of these future open spaces that would become part of the Garden Green. For more details refer to the 2003 Development Policy for the East Campus Area *and the* East Campus Open Space Framework.

Current Use
Currently, the Green is used as single-family residential housing.

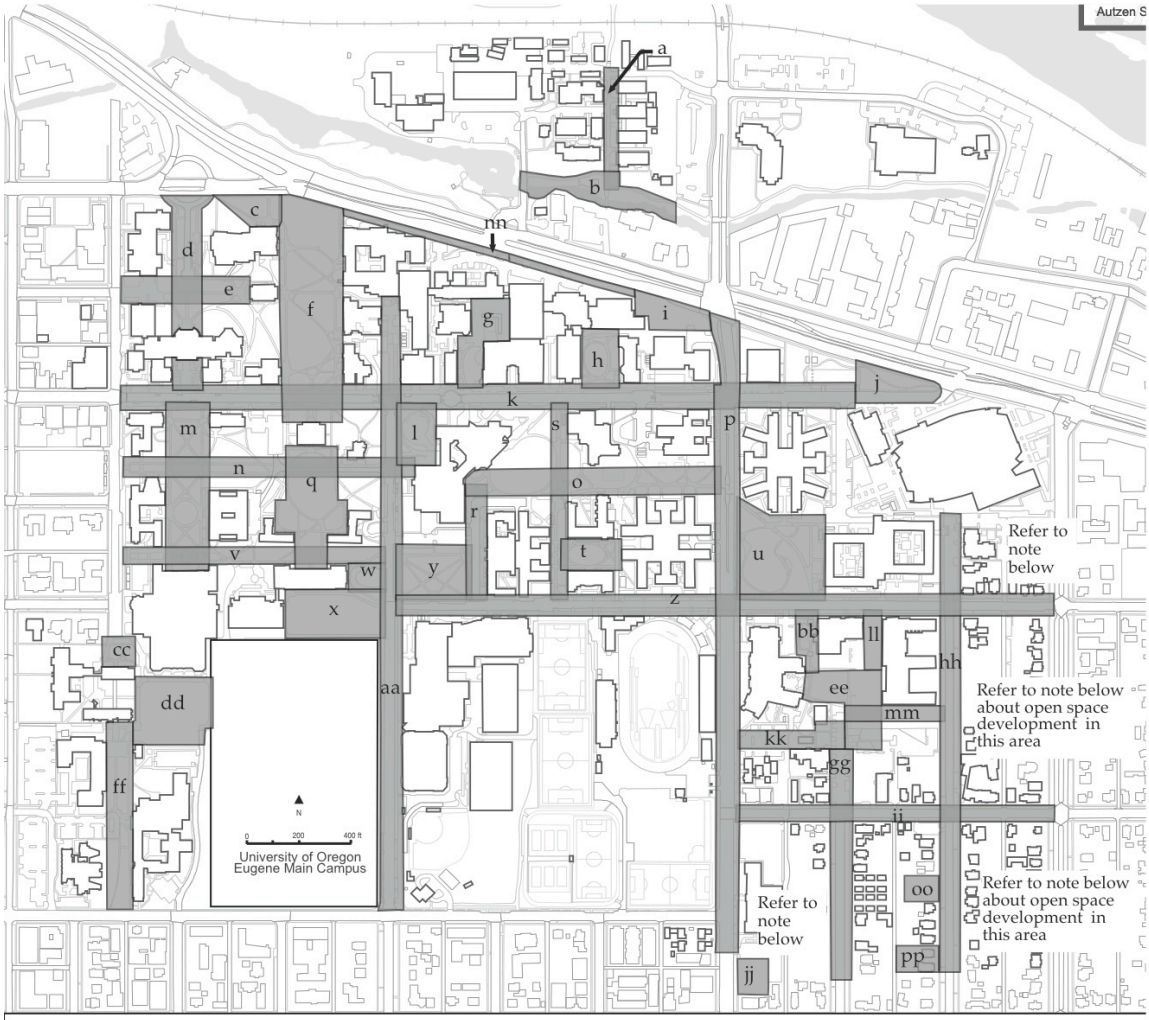
Form
Currently, the Green is comprised of multiple single-family residential dwelling units.

Pathways/Gateways
A pedestrian pathway is designed to pass through the green and connect Moss Street to Columbia Street serving as a secondary east/west route that bisects the block.

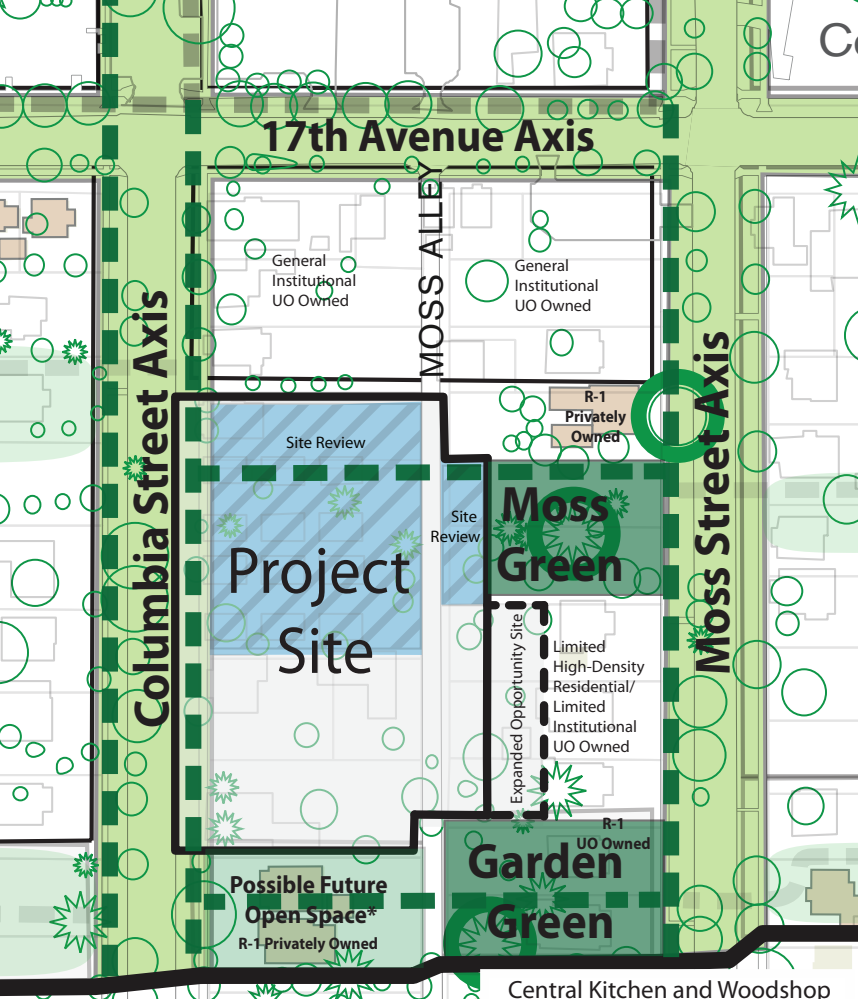
Trees/Landscape
A mix of evergreen and deciduous trees are on the site. Pay special attention to the Giant Sequoia.

Opportunities and Constraints
Future efforts should focus on transforming the Green into a pedestrian-only garden space with an emphasis on residential-scale food production (e.g., urban garden, orchard, etc.). It should incorporate an east/west pedestrian route taking special care to plan for a safe alley crossing and the future connection to a pathway that leads to Columbia Street. This transition into a green space would require the removal of existing single-family residences. All single-family residences proposed for removal should be treated in a manner described in the *2003 Development Policy for the East Campus Area.* All future uses and design features should ensure that this Green serves as a graceful transition between university uses and private residential uses. Plantings should be used to buffer garden-related service and parking areas,

particularly from adjacent private residential uses. Future development should help define the Green's edges and enliven it. However, primary building entrances should face the street.



a. Gallery Walk Axis
b. Millrace Green
c. Villard Hall Green
d. Dads' Gates Axis
e. Deady Hall Walk Axis
f. Old Campus Quadrangle
g. Onyx Green
h. Science Green
i. Agate Entrance Green
j. Bakery Park Green
k. 13th Avenue Axis
l. Amphitheater Green
m. Memorial Quad.
n. Johnson Lane Axis
o. Promenade
p. Agate Street Axis
q. Women's Memorial Quadrangle
r. Onyx Axis
s. Emerald Axis
t. Living-Learning Center Green
u. Humpy Lumpy Green
v. Knight Library Axis
w. Gerlinger Entrance Green
x Gerlinger Field Green
y. Straub Hall Green
z. 15th Avenue Axis
aa. University Street Axis
bb. Glenn Starlin Green
cc. Kincaid Green
dd. Southwest Campus Green
ee. East Campus Green
ff. Southwest Campus Axis
gg. Columbia Axis
hh. Moss Axis
ii. 17th Avenue Axis
jj. Agate Hall Green
kk. Agate to Columbia Axis
ll. East Campus Axis
mm. Many Nations Longhouse Axis
nn. Franklin Boulevard Axis
oo. Moss Green
pp. Garden Green



Central Kitchen and Woodshop
Project Boundary Map
June 12, 2013

9725 SW Beaverton-Hillsdale Hwy, Suite 140
Beaverton, OR 97005-3364
p| 503-641-3478 f| 503-644-8034

June 11, 2013 5454 GEOTECHNICAL RPT

University of Oregon
University Planning Office
1295 Franklin Boulevard
Eugene, OR 97403-1276

Attention: Martina Oxoby

SUBJECT: **Geotechnical Investigation**
Central Kitchen and Woodshop
University of Oregon
Columbia Street Between E 17th and E 19th Avenues
Eugene, Oregon

At your request, GRI has conducted a geotechnical investigation for the proposed central kitchen and woodshop on the University of Oregon (UO) campus in Eugene, Oregon. The general location of the site is shown on the Vicinity Map, Figure 1. The purpose of our investigation was to evaluate subsurface conditions at the site and develop conclusions and recommendations for site preparation, utilities, subdrainage, floor support, design and construction of foundations, and seismic design considerations. The investigation included subsurface explorations, laboratory testing, and engineering analyses. This report describes the work accomplished and summarizes our conclusions and recommendations for design and construction of the proposed project.

PROJECT DESCRIPTION

We understand the proposed structure will be up to two stories high and have a concrete slab-on-grade first floor at or near existing site grades. Although design of the structure is still in development, we anticipate maximum column and wall loads will be less than 200 kips and 3 kips/ft, respectively. The maximum height of cuts and fills to establish the structure will be minimal and generally less than 2 ft. The maximum depth of excavation for utilities is expected to be less than 10 ft. The limits of the proposed site are shown on the Site Map, Figure 2. We anticipate the new facility may include parking and access areas paved with asphaltic concrete.

SITE DESCRIPTION

Topography and Surface Conditions

The site is located in the central portion of the block bordered by Columbia and Moss streets and East 17th and 19th avenues. The gravel-surfaced Moss Alley cuts through the eastern portion of the site. The site is currently occupied by single-family housing and associated sidewalks, driveways, and yards. Available topographic information indicates the site slopes is relatively flat and lies at about elevation 455 ft.

Geology

The site is mantled with predominantly fine-grained soils derived from the weathering of volcaniclastic mudstone. Beneath the decomposed mudstone, the site is underlain by Oligocene-age, fine-grained

sandstones, siltstones, and shales of the Eugene Formation. These sedimentary strata strike north-northwest, dip 10 to 15° to the east, and approach 15,000 ft in thickness in the Eugene area. Near-surface exposures of the Eugene Formation typically weather to a clayey silt material that forms a soil-like cap over the bedrock. The depth to the soil-bedrock contact typically varies from about 50 to 75 ft, depending on the degree of weathering.

SUBSURFACE CONDITIONS

General

Subsurface materials and conditions at the site were investigated on May 29, 2013, with four borings, designated B-1 through B-4. The borings were advanced to depths of 11 to 20.4 ft at the locations shown on Figure 2. A detailed discussion of the field exploration and laboratory testing programs conducted for this investigation is provided in Appendix A. Logs of the borings are shown on Figures 1A through 4A. The terms used to describe the soil encountered in the borings are defined in Table 1A.

The borings indicate the site is generally thinly mantled with medium stiff to very stiff, clayey silt to silty clay. The clayey silt to silty clay is derived from the weathering of volcaniclastic mudflow deposits and is underlain by sand with layers of silt and clay, which we interpret to be weathered sandstone and siltstone. Possible fill was encountered at the ground surface in boring B-1. The materials encountered in the borings for this investigation are similar to those encountered during our investigation of other nearby sites on campus.

For the purpose of discussion, the materials encountered in the borings have been grouped into the following categories.

1. **Possible FILL**
2. **Clayey SILT to Silty CLAY**
3. **SAND**

1. Possible FILL. Possible fill was encountered at the ground surface in boring B-1 and extends to a depth of 4 ft. The fill consists of silt that is brown mottled gray and rust and contains some clay and fine-to coarse-grained sand. The relative consistency of the fill is estimated to be medium stiff based on a Torvane shear strength value of 0.40 tsf. The natural moisture content of the fill is about 28%.

A one-dimensional consolidation test was performed on a sample of the silt fill to obtain the data necessary for settlement studies. The test results indicate the material is moderately preconsolidated and exhibits low to medium compressibility characteristics in the preconsolidated range of pressures and moderate compressibility characteristics in the normally consolidated range of pressures. Test results are provided on Figure 5A.

2. Clayey SILT to Silty CLAY. Material likely derived from the decomposition of volcaniclastic mudstone was encountered at the ground surface in borings B-2 through B-4 and beneath the fill in boring B-1. The material extends to depths of 5 to 7 ft and was also encountered at a depth of 17.5 in boring B-2. The material typically consists of silty clay to clayey silt that contains a trace of fine-grained sand. The relative consistency of the material is medium stiff to hard based on N-values of 6 blows/ft to 50 blows for 4 in. of

sampler penetration and a Torvane shear strength value of 0.65 tsf. The natural moisture content of the material ranges from about 14 to 29%. Boring B-2 was terminated in this unit at a depth of 20.4 ft.

3. SAND. Yellowish-brown mottled rust, white, and red, fine-grained sand, likely derived from the weathering of the siltstone and sandstone that underlies the site was encountered at depths of 5 to 7 ft in borings B-1 through B-4. The sand in boring B-4 contains gravel-size rock fragment, relict rock structure, and thin layers of silt and clay. Based on N-values of 24 blows/ft to 50 blows for 1 in. of sampler penetration, the relative density of the sand is estimated to be medium dense to very dense. The natural moisture content of the sand ranges from 21 to 46%. Borings B-1, B-3, and B-4 were terminated in sand at depths of 11 to 16.3 ft.

Groundwater

Groundwater was encountered during drilling at depths of 4.5, 15, and 2.5 ft in borings B-1, B-2, and B-3, respectively. Groundwater was not encountered in boring B-4.

Near the end of drilling, the groundwater level in boring B-2 rose to near the ground surface before the auger was removed. Immediately after removing the auger, groundwater in the borehole was measured at a depth of 17.5 ft. The borehole was left open throughout the day and groundwater was measured at a depth of 9.3 ft about 5 hours after the auger was removed. We anticipate much of the groundwater yield is due to the zone of dense sand encountered at a depth of 15 ft in boring B-2.

Based on our experience with other nearby projects, we understand that the local groundwater level typically ranges from about 5 to 15 ft below the ground surface. However, due to the presence of shallow, low-permeability subsurface materials, perched groundwater conditions approaching the ground surface could occur during the wet, winter months and following periods of intense precipitation.

CONCLUSIONS AND RECOMMENDATIONS

General

The borings indicate the site is generally mantled with clayey silt to silty clay that is underlain by sand. The native materials encountered in the borings were likely derived from the decomposition of mudstone, sandstone, and siltstone. We anticipate that the groundwater level at the site will fluctuate with precipitation, approaching the ground surface during the wet season and lowest at the end of the dry season. Our experience indicates the soils that mantle the site are sensitive to moisture and are easily disturbed by construction activities when wet.

The important geotechnical aspects relating to earthwork and design and construction of foundations at this site include a seasonally high groundwater table, the moisture-sensitive and compressible nature of the fine-grained soils, and the potential presence of fill. The following sections of this report provide our conclusions and recommendations regarding site preparation, utility construction, and design and construction of foundations, floor support, embedded walls, and pavements for the project.

Site Preparation

The ground surface within all building areas, paved areas, walkways, and other areas to receive structure, should be stripped of existing pavement, vegetation, surface organics, and loose surface soils. In our opinion, all non-organic debris should be removed from the site. Organic strippings should be disposed of

off-site or stockpiled on site for use in landscaped areas. Following stripping or excavation to subgrade level, the exposed subgrade should be evaluated to identify any soft areas that may require overexcavation. Proof rolling with a loaded dump truck may be part of this evaluation. Soft or loose areas disclosed by the evaluation should be overexcavated to firm material and backfilled with structural fill. Particular attention should be paid to any areas of possible uncontrolled fill exposed during site preparation. It may be necessary to excavate several test pits in these areas to document the extent, thickness, and condition of existing fill and determine whether additional overexcavation is necessary to remove soft, loose, or deleterious materials. A qualified geotechnical engineer or engineering geologist should observe the proof rolling and fill removal.

It has been our experience that the moisture content of the upper few feet of the silty soils will decrease during extended warm, dry weather. However, below this depth, the moisture content of the soil tends to remain relatively unchanged and well above the optimum moisture content for compaction. As a result, the contractor must use construction equipment and procedures that prevent disturbance and softening of the subgrade soils. To prevent disturbance of the moisture-sensitive silt soils, site grading should be completed using a track-mounted hydraulic excavator. The excavation should be finished using a smooth-edged bucket to produce a firm, undisturbed surface. It may also be necessary to construct granular haul roads and work pads concurrently with excavation to minimize subgrade disturbance. If the subgrade is disturbed during construction, soft, disturbed soils should be overexcavated to firm soil and backfilled with structural fill.

If construction occurs during wet ground conditions, the use of imported granular material will be required for filling to protect the underlying silt subgrade and provide a firm working surface for construction activities. In our opinion, a 12- to 18-in.-thick granular work pad should be sufficient to prevent disturbance of the subgrade by lighter construction equipment and limited traffic by dump trucks. Haul roads and other high-density traffic areas will require a minimum of 18 to 24 in. of fragmental rock, up to 6-in. nominal size, to reduce the risk of subgrade deterioration. The use of a geotextile fabric over the subgrade may reduce maintenance during construction. Haul roads can also be constructed by placing a thickened section of pavement crushed rock base course (CRB) and subsequently spreading and grading the excess CRB after earthwork is complete.

Utilities

The method of excavation and the design of trench support are the responsibility of the contractor and subject to applicable local, state, and federal safety regulations, including the current OSHA excavation and trench safety standards. The means, methods, and sequencing of construction operations and site safety are also the responsibility of the contractor. The information provided below is for the use of our client and should not be interpreted to mean that we are assuming responsibility for the contractor's actions or site safety.

According the current OSHA regulations, the materials encountered in the borings at this site may be classified as Type B. In our opinion, trenches less than 4 ft deep may be cut vertically and left unsupported during the normal construction sequence, i.e., assuming trenches are excavated and backfilled in the shortest possible sequence, and excavations are not allowed to remain open longer than 8 hrs. Excavations that are more than 4 ft deep should be laterally supported or alternatively provided with stable side slopes

of 1H:1V or flatter. In our opinion, adequate lateral support may be provided by common methods, such as the use of a trench shield or hydraulic shoring systems.

All backfill placed in utility trench excavations within the limits of the building, pavement areas, sidewalks, and any other area of structure, should consist of sand, sand and gravel, or crushed rock with a maximum size of up to 1 1/2 in. and not more than about 5% passing the No. 200 sieve (washed analysis). In our opinion, the granular backfill should be placed in 9-in.-thick lifts (loose) and compacted using vibratory plate compactors or tamping units to at least 95% of the maximum dry density as determined by ASTM D 698. If heavier compaction equipment (e.g., a hoepack) is used, 12- to 24-in.-thick lifts may be appropriate. Flooding or jetting the backfilled trenches with water to achieve the recommended compaction should not be permitted. Dewatering of utility trenches will also depend on groundwater levels at the time of construction. Overexcavation of trench bottoms may be necessary to place granular stabilization material and to facilitate dewatering.

Structural Fill

It is anticipated that a relatively minor amount of structural fill may be required to establish site grades. In our opinion, imported granular material would be most suitable for construction of the structural fills. Granular material such as sand, sandy gravel, or fragmental rock with a maximum size of about 2 in. and with not more than about 5% passing the No. 200 sieve (washed analysis), would be suitable structural fill material. Granular fill should be placed in up to 12-in.-thick (loose) lifts and compacted with a medium-weight (48-in.-diameter drum), smooth, steel-wheeled, vibratory roller to at least 95% of the maximum dry density as determined by ASTM D 698.

The natural moisture content of the on-site soils will likely exceed the optimum moisture content throughout the majority of the year; therefore, some aeration and drying will be required to meet the requirements for proper compaction. The required drying can best be accomplished during dry weather by spreading the material in thin lifts and disking. Fine-grained soils used as structural fill should be placed in up to 9-in.-thick lifts (loose) and compacted with segmented-pad or sheepsfoot rollers. If fine-grained fill soils are compacted at a moisture content wetter than recommended, it will be difficult to achieve the specified densities, and may result in fill that is relatively weak and compressible.

On-site, fine-grained soils and site strippings that are free of debris may be used as fill in landscaped areas. These materials should be placed at about 90% of the maximum dry density as determined by ASTM D 698. The moisture content of soils placed in landscaped areas is not as critical, provided that construction equipment can effectively handle the materials.

Subdrainage and Floor Support

We understand the floor of the proposed building will be established near existing site grades. To provide uniform floor support and a capillary break between the subgrade soils and the floor slabs, we recommend the installation of a minimum 8-in.-thick granular base course beneath the floor slabs. This should be considered a minimum thickness for structural support considerations. In areas where construction equipment will operate on the rock, a thicker section will likely be required. The base course material should consist of fragmental rock of up to 1 1/2 in. and have less than 2% passing the No. 200 sieve (washed analysis), 3/4- to 1/4-in. crushed rock would be suitable for this purpose. Prior to installation of the base course, the subgrade should be evaluated, possibly by proof rolling with a loaded dump truck. Soft areas

detected during the evaluation should be overexcavated and replaced with granular structural fill. The base course material should be installed in a single lift and compacted as structural fill. In addition, it may be appropriate to install a suitable vapor-retarding membrane beneath slab-on-grade floors in moisture-sensitive storage areas, or areas that will have floor coverings.

If moisture-sensitive flooring will be placed on the floor slab, it may be appropriate to install a suitable vapor-retarding membrane beneath slab-on-grade floors. The membrane should be installed in accordance with the manufacturer's recommendations.

Foundations

Foundation support for the building can be provided by conventional wall- and column-type spread footings. Footings should be established in firm, undisturbed soil or compacted structural fill at a minimum depth of 1 1/2 ft below the lowest adjacent finished grade. The width of footings should not be less that 18 in. for wall footings or 24 in. for isolated column footings. During wet weather, a 3-in. -thick layer of 3/4-in.-minus crushed rock should be placed in the bottom of footing excavations to minimize disturbance of the silty foundation soils. We anticipate the bearing value used for footing design will be limited by settlement rather than bearing capacity considerations. Footings established in accordance with the criteria above can be designed on the basis of an allowable soil bearing pressure of 2,000 psf. This value applies to the total of dead load plus frequently and/or permanently applied live loads and can be increased by one-half for the total of all loads; dead, live, and wind or seismic. Where fill is encountered at footing subgrade, the material should be evaluated by a qualified geotechnical engineer. Where the footing subgrade is underlain by fill, the fill should be overexcavated to competent native material, or a maximum of 2 ft. If softer fill soils extend below the recommended depth of overexcavation, we recommend removing the soft fill to competent material. The overexcavation should be accomplished in accordance with the guidelines provided on Figure 3 and backfilled with granular structural fill as described in Structural Fill section of this report. For estimating purposes, it should be assumed that about half of the building foundations will encounter fill at subgrade elevation.

We estimate the total settlement of spread footings designed in accordance with the recommendations presented above will be less than 1 in. Differential settlements between adjacent footings should be less than half the total settlement. Past experience indicates that these settlements will occur rapidly, with the majority of the settlement occurring during construction.

Horizontal shear forces can be resisted partially or completely by frictional forces developed between the base of spread footings and the underlying soil. The total shearing resistance between the foundation footprint and the soil should be taken as the normal force, i.e., the sum of all vertical forces (dead load plus real live load) times the coefficient of friction between the soil and the base of the footing. We recommend an ultimate value of 0.35 for the coefficient of friction for footings cast on undisturbed fine-grained soil. For footings cast on granular structural fill, the coefficient of friction can be increased to 0.40. If additional lateral resistance is required, passive earth pressures against embedded footings or walls can be computed using a hydrostatic pressure based on an equivalent fluid with a unit weight of 250 pcf. This design passive earth pressure would be effective only if granular structural fill is used for the backfill.

Lateral Earth Pressures

Design lateral earth pressures for embedded walls, such as for a loading dock, depend on the type of construction, i.e., the ability of the wall to yield. The two possible conditions are 1) a wall that is laterally supported at floor levels or its top and, therefore, is unable to yield, and 2) a conventional cantilevered retaining wall, which yields by tilting about its base. Non-yielding walls should be designed using an equivalent fluid pressure of 45 pcf. Walls that are allowed to yield by tilting about their base should be designed using an equivalent fluid pressure of 35 pcf. Horizontal pressures due to seismic loads may be estimated on the basis of an equivalent fluid having a unit weight of 18 pcf. The resultant of the seismic force acts at a distance of 0.6H above the base of the wall, where H is the height of the wall.

The lateral earth pressure criteria described above assume the embedded walls will be backfilled with clean, free-draining, granular material. Wall backfill material should consist of medium-grained sand, sand and gravel, or well-graded gravel, with not more than 2% passing the No. 200 sieve (washed analysis). A minimum 24-in.-thick drainage blanket should be placed from top to bottom against the embedded. The granular backfill should be placed in lifts not to exceed 9 in. (loose) and compacted to about 93% of the maximum dry density (ASTM D 698). Compaction close to the walls should be accomplished using hand-operated, vibratory plate compactors. Overcompaction of the backfill should be avoided. Heavy compactors and large pieces of construction equipment should be kept a minimum distance of 5 ft away from any embedded wall to avoid excessive lateral pressures.

Pavement Section

It has been our experience with similar projects on campus that 3 in. of asphaltic concrete (AC) over 8 in. of crushed rock base course (CRB) is suitable for the support of automobile traffic and parking areas. The pavement section should consist of at least 4 in. of AC over 12 in. of CRB in areas that will be subjected to heavy truck traffic. These design sections assume the subgrade consists of firm, undisturbed silty soils or compacted structural fill. The recommended thicknesses assume all pavement sections will be constructed during the dry season. If wet-weather pavement construction is considered, it will likely be necessary to increase the thickness of CRB for all pavement sections to support construction equipment.

Seismic Considerations

Based on our review of the 2009 International Building Code (IBC) and 2010 Oregon Structural Specialty Code, we recommend using Site Class D to evaluate the seismic design of the structure. The IBC design methodology uses two spectral response coefficients, S_S and S_1, corresponding to periods of 0.2 and 1.0 seconds, to develop the design earthquake spectrum. The S_S and S_1 coefficients identified for the site are 0.665 and 0.326 g, respectively.

Based on the plasticity, high fines content, strength of the soils encountered in the borings completed by GRI at the site and at nearby sites, and the anticipated ground motions, it is our opinion the risk of liquefaction of the soils below the groundwater level is very low. Based on the proximity of the site to mapped active faults, the risk of surface rupture due to faulting is very low. The risk of tsunami inundation at the site is absent. Due to the horizontal distance of the site from a saturated sloping free face, we estimate the risk of lateral spreading and slope instability for the building site is very low.

LIMITATIONS

This report has been prepared to aid the architect and engineer in the design of this project. The scope is limited to the specific project and location described herein, and our description of the project represents our understanding of the significant aspects of the project relevant to the design and construction of the earthwork, floor support, foundations, and pavements. In the event that any changes in the design and location of the project elements as outlined in this report are planned, we should be given the opportunity to review the changes and to modify or reaffirm the conclusions and recommendations of this report in writing.

The conclusions and recommendations submitted in this report are based on the data obtained from the borings made at the locations indicated on Figure 2 and from other sources of information discussed in this report. In the performance of subsurface investigations, specific information is obtained at specific locations at specific times. However, it is acknowledged that variations in soil conditions may exist between boring locations. This report does not reflect any variations that may occur between these explorations. The nature and extent of variation may not become evident until construction. If, during construction, subsurface conditions different from those encountered in the explorations are observed or encountered, we should be advised at once so that we can observe and review these conditions and reconsider our recommendations where necessary.

Please contact the undersigned if you have any questions or comments regarding this report.

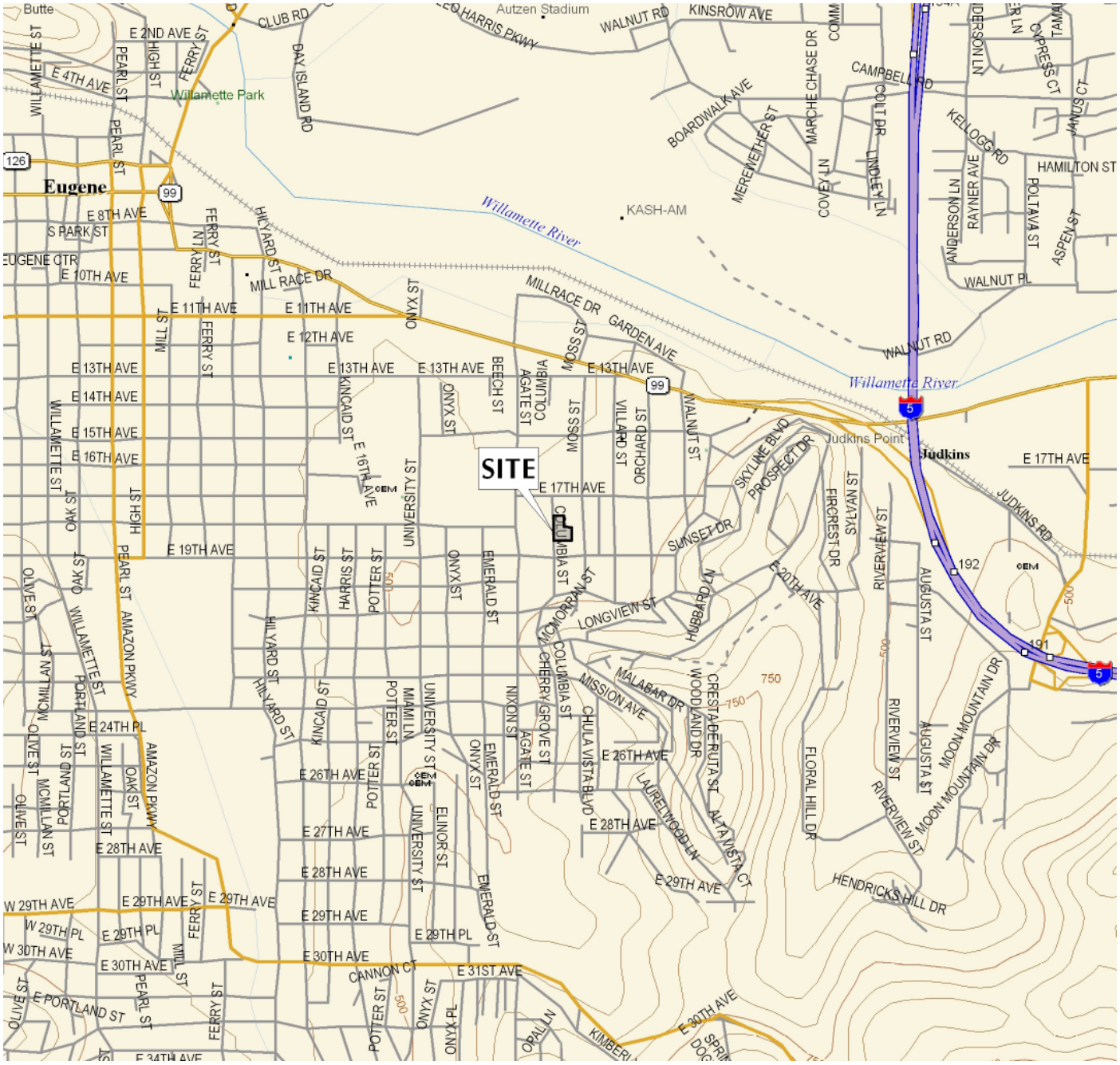
Submitted for GRI,

Renews 12/2014

Michael W. Reed, PE
Principal

Gene M. Tupper, PE, GE
Senior Engineer

This document has been submitted electronically.



DELORME 3-D TOPOQUADS, OREGON
EUGENE EAST, OREG. (3ad) 2004

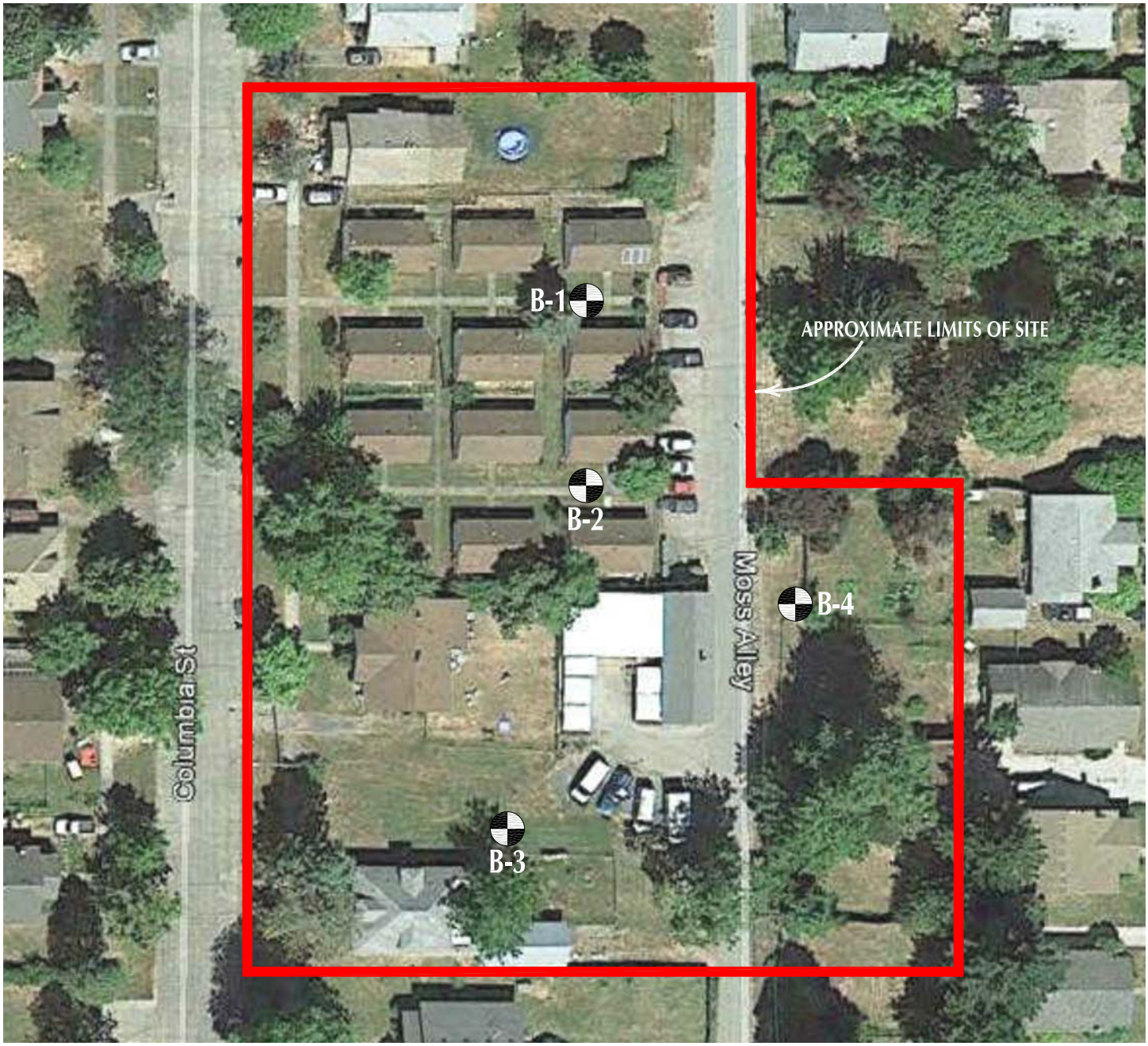
North

0 1/2 1 MILE

GRI UNIVERSITY OF OREGON
CENTRAL KITCHEN AND WOODSHOP

VICINITY MAP

JUNE 2013 JOB NO. 5454 FIG. 1



BORING MADE BY GRI
(MAY 29, 2013)

SITE MAP FROM GOOGLE EARTH, DATED AUGUST 15, 2010

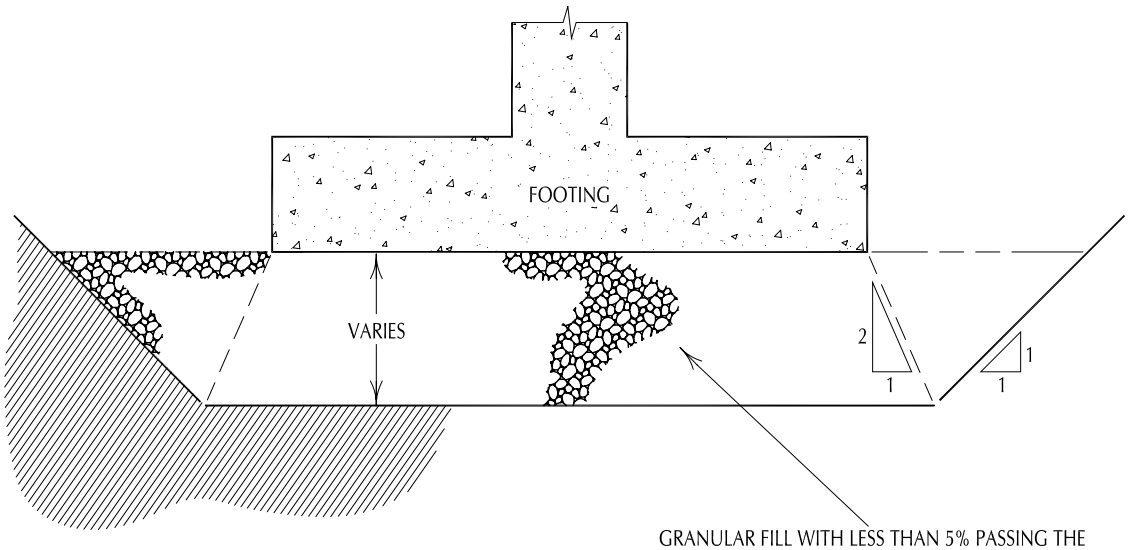
North

0 60 120 FT

GRI UNIVERSITY OF OREGON
CENTRAL KITCHEN AND WOODSHOP

SITE MAP

JUNE 2013 JOB NO. 5454 FIG. 2



NOT TO SCALE

GRI UNIVERSITY OF OREGON
CENTRAL KITCHEN AND WOODSHOP

FOOTING OVEREXCAVATION DETAIL

JUNE 2013 JOB NO. 5454 FIG. 3

APPENDIX A

FIELD EXPLORATIONS AND LABORATORY TESTING

FIELD EXPLORATIONS

Subsurface materials and conditions at the site were investigated on May 29, 2013, with four borings, designated B-1 through B-4. The borings were drilled with solid stem auger methods using a trailer-mounted Simco 2400 SK drill rig provided and operated by Greg Vandehey Soil Sampling, of Forest Grove, Oregon. All drilling and sampling operations were observed by an experienced geotechnical engineer from GRI, who maintained a detailed log of the materials disclosed during the course of the work.

The borings were advanced to depths of 11 to 20.4 ft at the locations shown on Figure 2. Disturbed and undisturbed soil samples were obtained from the borings at approximately 2.5-ft intervals of depth. Disturbed soil samples were obtained using a standard split-spoon sampler. The Standard Penetration Test (SPT) was conducted while obtaining disturbed soil samples. This test is performed by driving a split-spoon sampler into the soil a distance of 18 in. using the force of a 140-lb hammer dropped 30 in. The number of blows required to drive the sampler the last 12 in. is called the Standard Penetration Resistance, or N-value. The N-value provides a measure of the relative density of granular soils, such as sand, and the relative consistency or stiffness of cohesive soils, such as silt. In addition, a relatively undisturbed 3.0-in.-diameter Shelby tube sample was taken at selected intervals in the silt soil. The sample was obtained by pushing a Shelby tube into the undisturbed soil a distance of approximately 24 in. using the hydraulic ram of the drill rig. The soil exposed in the ends of the Shelby tube was examined and classified. After classification, the tube was sealed with rubber caps and tape and returned to our laboratory for further classification and testing.

Logs of the borings are provided on Figures 1A through 4A. Each log presents a descriptive summary of the various types of material encountered in the boring and notes the depth where the materials and/or characteristics of the materials change. To the right of the descriptive summary, the numbers and types of samples collected during the drilling operation are indicated. Farther to the right, N-values are shown graphically along with moisture contents, Torvane shear strength values, and the percent passing the No. 200 sieve. The terms used to describe the soils encountered in the borings are defined in Table 1A.

LABORATORY TESTING

General

The samples obtained from the borings were examined in our laboratory where the physical characteristics of the samples were noted, and the field classifications were modified where necessary. At the time of classification, the natural moisture content of each sample was determined.

Natural Moisture Content

Natural moisture contents were determined in conformance with ASTM D 2216. The results are summarized on Figures 1A through 4A.

Torvane Shear Strength

The approximate undrained shear strength of relatively undisturbed fine-grained soil samples was determined using a Torvane shear device. The Torvane is a hand-held apparatus with vanes which are inserted into the soil. The torque required to fail the soil in shear around the vanes is measured using a calibrated spring. The results of the Torvane shear tests are shown on Figures 1A and 4A.

Unit Weight

The dry unit weight, or density, of an undisturbed soil sample was determined in the laboratory in substantial conformance with ASTM D 2937. Sample S-1 from boring B-1 has a dry unit weight of 97 pcf and natural moisture content of 28%.

One-Dimensional Consolidation Test

A one-dimensional consolidation test was performed in conformance with ASTM D 2435 on relatively undisturbed sample S-1 obtained from a depth of 3 ft in boring B-1. The test provides data on the compressibility of the underlying fine-grained soils, necessary for settlement studies. The test results are summarized on Figure 5A in the form of a curve showing percent strain versus applied effective stress. The initial and final dry unit weight and moisture content of the sample are also shown on the figure.

Table 1A

GUIDELINES FOR CLASSIFICATION OF SOIL

Description of Relative Density for Granular Soil

Relative Density	Standard Penetration Resistance (N-values) blows per foot
very loose	0 - 4
loose	4 - 10
medium dense	10 - 30
dense	30 - 50
very dense	over 50

Description of Consistency for Fine-Grained (Cohesive) Soils

Consistency	Standard Penetration Resistance (N-values) blows per foot	Torvane Undrained Shear Strength, tsf
very soft	2	less than 0.125
soft	2 - 4	0.125 - 0.25
medium stiff	4 - 8	0.25 - 0.50
stiff	8 - 15	0.50 - 1.0
very stiff	15 - 30	1.0 - 2.0
hard	over 30	over 2.0

Sandy silt materials which exhibit general properties of granular soils are given relative density description.

Grain-Size Classification

Boulders
12 - 36 in.

Cobbles
3 - 12 in.

Gravel
1/4 - 3/4 in. (fine)
3/4 - 3 in. (coarse)

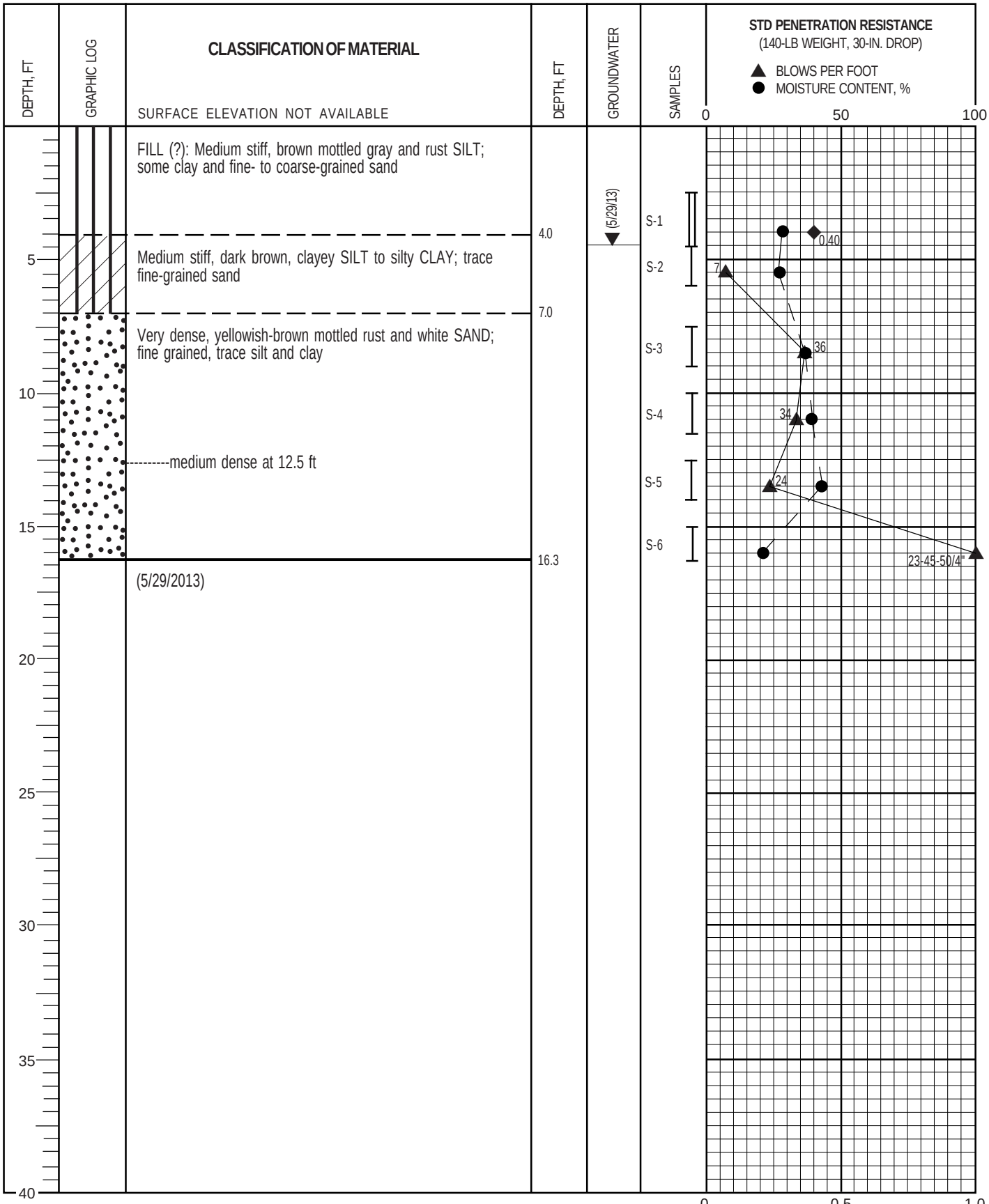
Sand
No. 200 - No. 40 sieve (fine)
No. 40 - No. 10 sieve (medium)
No. 10 - No. 4 sieve (coarse)

Silt/Clay - pass No. 200 sieve

Modifier for Subclassification

Adjective	Percentage of Other Material In Total Sample
clean	0 - 2
trace	2 - 10
some	10 - 30
sandy, silty, clayey, etc.	30 - 50

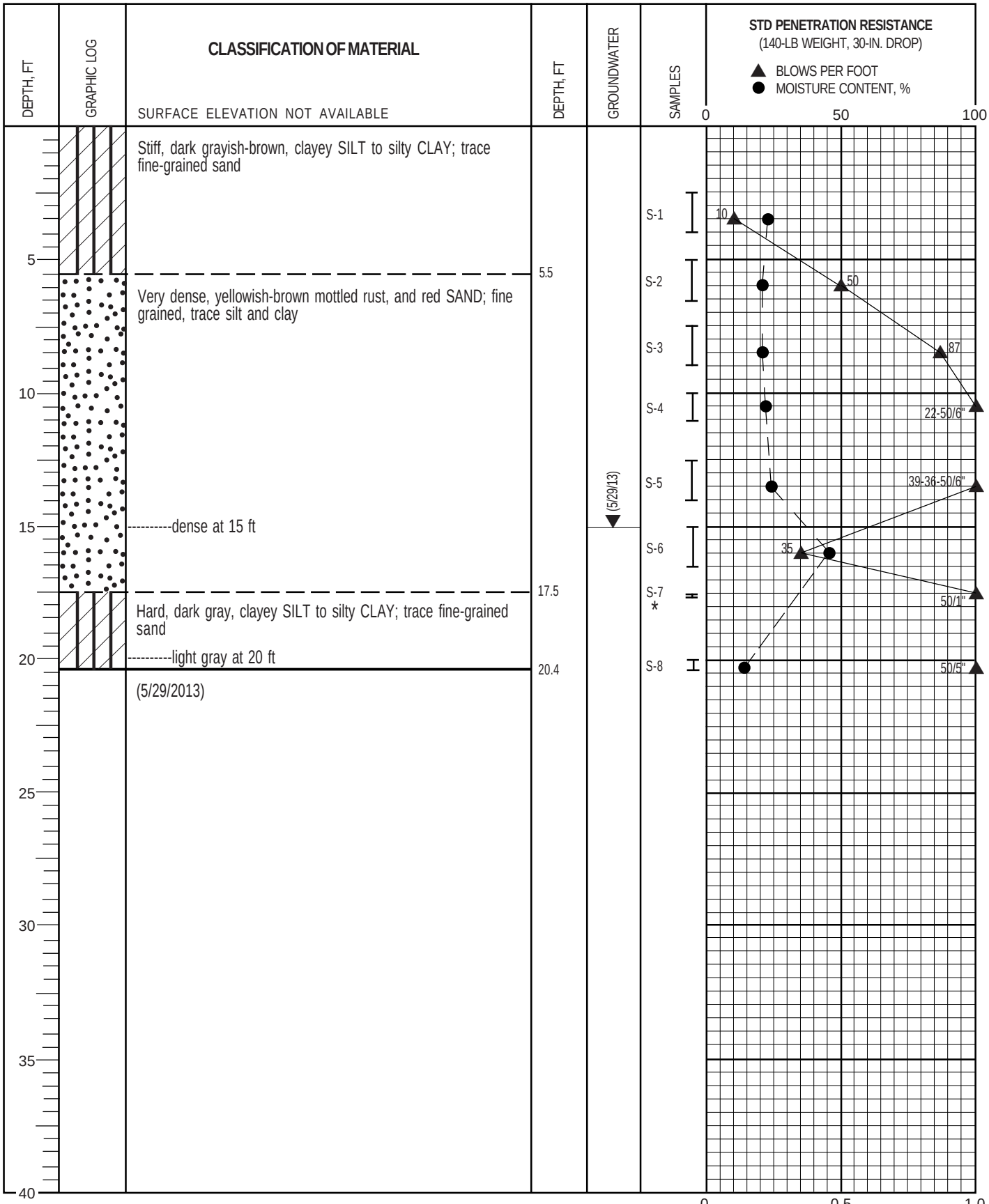
GRI



GRI

BORING B-1

JUNE 2013 JOB. NO. 5454 FIG. 1A



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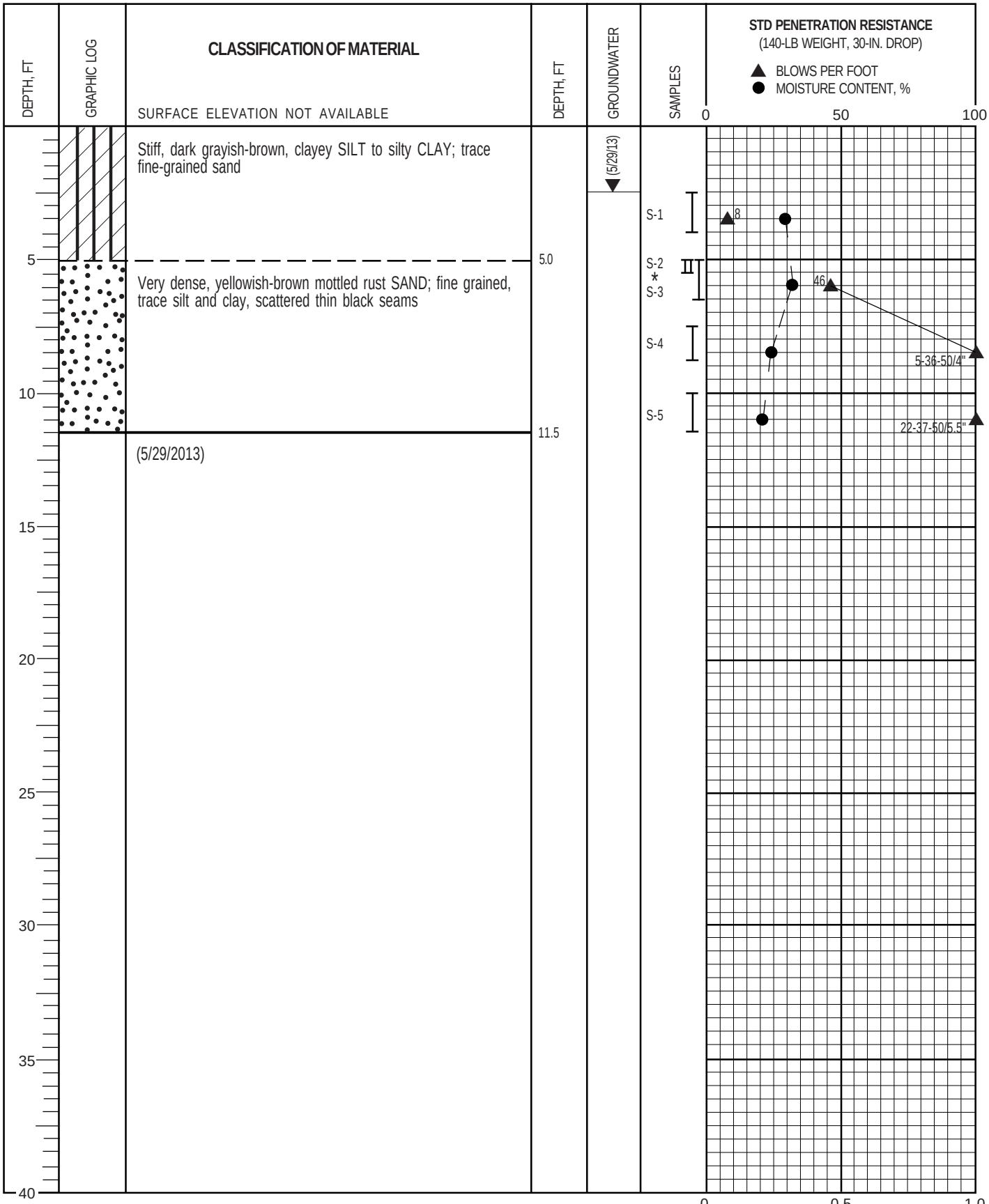
BORING B-2

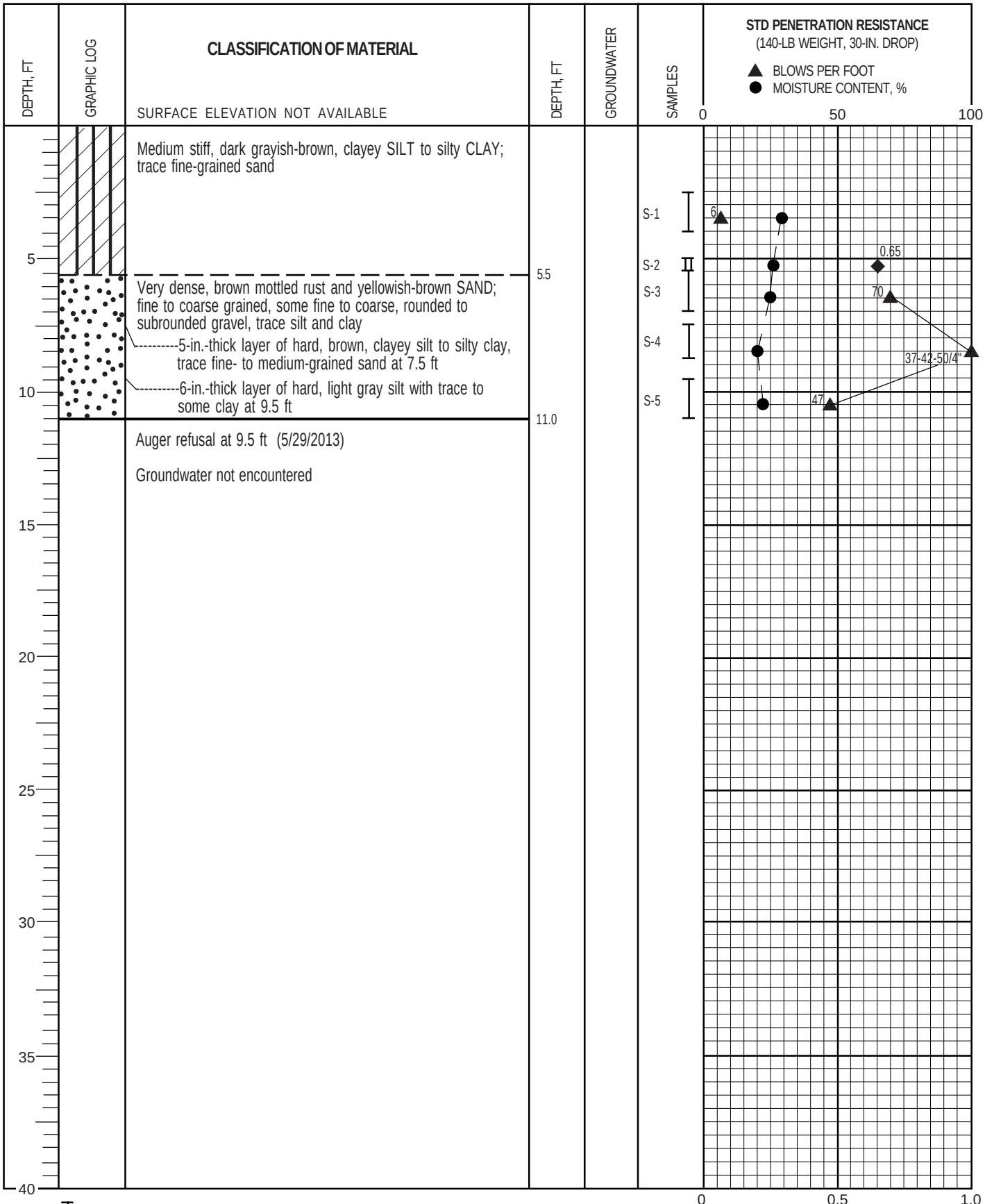
JUNE 2013 JOB. NO. 5454 FIG. 2A



GRI

BORING B-3

JUNE 2013 JOB. NO. 5454 FIG. 3A



GRI

BORING B-4

JUNE 2013 JOB. NO. 5454 FIG. 4A

ABBREVIATIONS:

AC	ASPHALT	MH	MANHOLE
CL	CENTERLINE	OHP	OVERHEAD POWER
CO	CLEANOUT	PT	POINT
CONC	CONCRETE	RND	ROUND
DL	DRIP LINE	R/W	RIGHT OF WAY
D TREE	DECIDUOUS TREE	SS	SANITARY
E TREE	EVERGREEN TREE	SD	STORM
E, ELEC	ELECTRICAL	VL	VALVE
ED	EDGE (OF A PARTICULAR SURFACE)	VLT	VAULT
EG	EXISTING GRADE	W	WATER
FL	FLOW LINE		
G	GAS		
GR	GRADE		

LEGEND:

- BOUNDARY
- CENTERLINE
- ELECTRICAL — E —
- GAS PIPE — G —
- SANITARY SEWER PIPE — SS —
- STORM SEWER PIPE — SD —
- OVERHEAD POWER — OHP —
- WATER PIPE — W —
- ASPHALT SURFACE
- CURB OR WALL
- FENCE — X — X —
- DECIDUOUS TREE
- CONIFEROUS TREE
- STORM MANHOLE
- SANITARY MANHOLE
- ELEC\LIGHT POLE
- CONCRETE WALK
- EASEMENT 7A (SEE NOTES BELOW)
- EASEMENT 7B (SEE NOTES BELOW)

NOTES:

1) IRRIGATION VALVES ARE SHOWN. NO SPRINKLER HEADS ARE INCLUDED. CALL UNIVERSITY OF OREGON\ERIC GRAPE (541-346-2378) FOR FURTHER IRRIGATION DETAILS.

2) CONTOURS ARE DRAWN AT ONE-HALF FOOT INTERVALS.

3) THE BASIS OF ELEVATION IS THE NGVD29 DATUM. THE REFERENCE BENCHMARK IS LOCATED AT THE "NORTHEAST CORNER OF VILLARD HALL, IN THE NORTH FACE OF THE BUILDING, 2 INCHES BELOW THE DATE "1885" AND STAMPED "449B1903" ELEVATION 449.320, FROM CITY OF EUGENE, OREGON BENCH MARK SYSTEM, NOV. 2002.

4) HORIZONTAL CONTROL FOR THIS PROJECT SITE IS BASED ON POINTS #1, #2 LOCATED ALONG MOSS ALLEY.

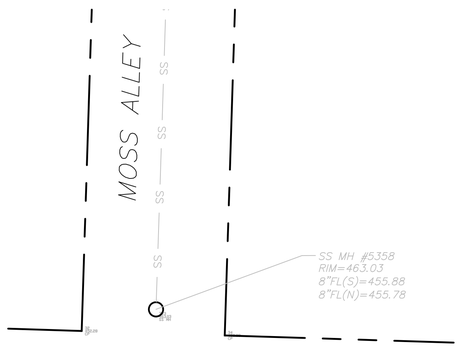
#1 (SET PK NAIL)
N 5746.02
E 5320.22
ELEV=449.12

#2 (SET MAG NAIL)
N 5266.11
E 5305.37
ELEV=456.34

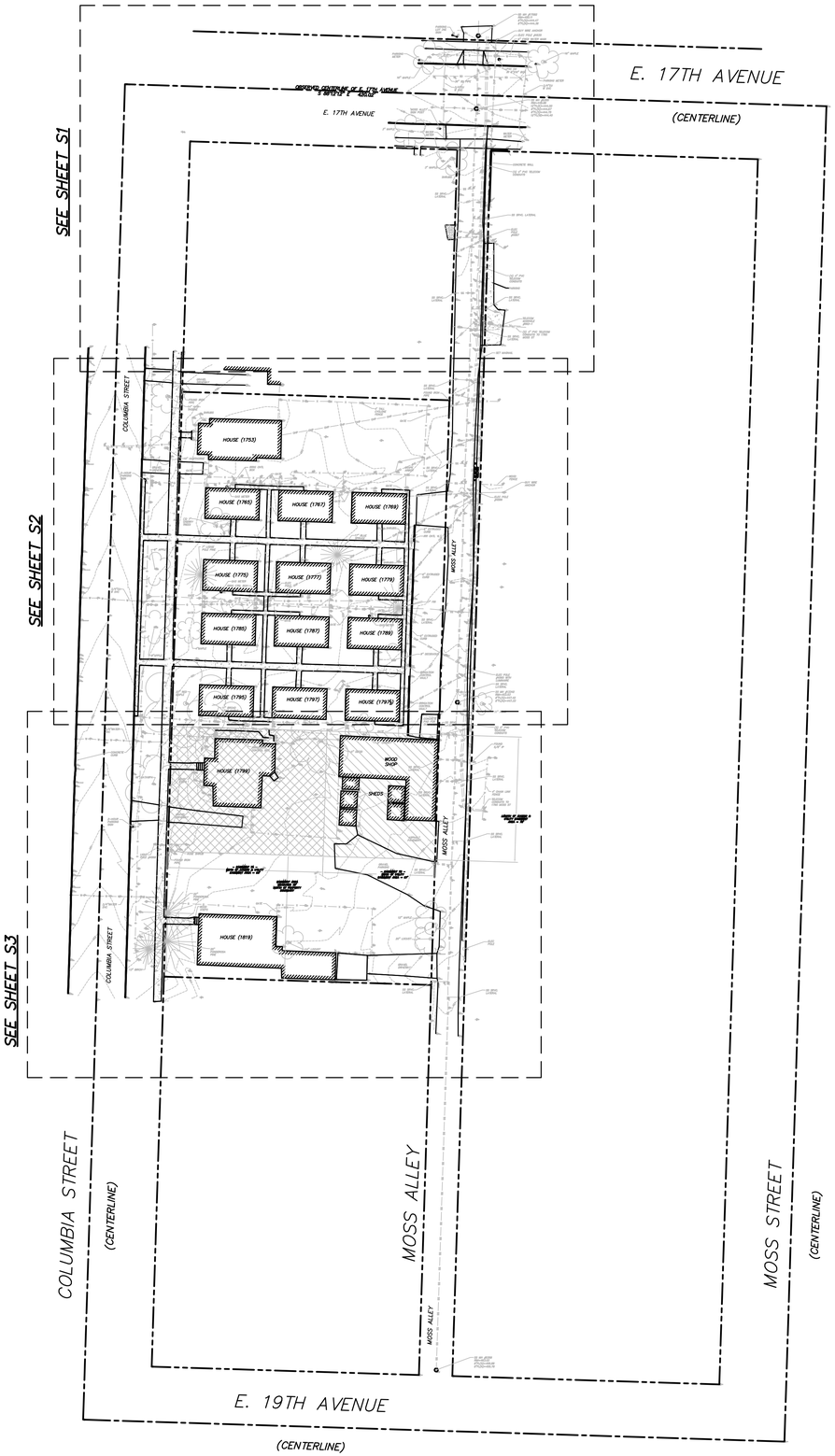
5) THE LOCATION OF THE E 19TH AVENUE RIGHT-OF-WAY WAS APPROXIMATED BASED ON OBSERVED CENTERLINE MONUMENTATION IN THE INTERSECTIONS OF EAST 19TH AVENUE AT MOSS STREET AND COLUMBIA STREET.

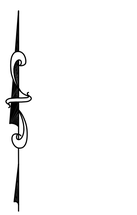
6) SPORADIC PAINT MARKS\LOCATES OF THE 2-INCH GAS MAIN WERE FOUND IN 15TH AVENUE. NW NATURAL GAS MAP INDICATES A GAS MAIN IN E 15TH AVENUE APPROXIMATELY AS SHOWN.

7) THERE ARE TWO EASEMENTS SHOWN ON THE SURVEY AREA BETWEEN COLUMBIA STREET AND MOSS ALLEY.
A) THAT AREA MEASURING 93-FEET WIDE, IS AN ACCESS AND UTILITY EASEMENT BENEFITING THE EASTERLY PORTION, MEASURING 67-FEET WIDE.
B) THAT AREA MEASURING 67 FEET WIDE IS A UTILITY EASEMENT FOR THE AREA MEASURING 93-FEET WIDE.



MANHOLE AT SOUTH END OF MOSS ALLEY





CONTOUR INTERVAL = 1 FOOT
SCALE 1"=40'

REGISTERED PROFESSIONAL ENGINEER
52862
Ryan Sisson
OREGON
JAN 15, 2007
RYAN W. SISSON
EXPIRES 06-30-14

FORD & ASSOCIATES, LLC
399 E. 10TH AVENUE
Eugene, OR 97401
PH: (541) 344-1852
FAX: (541) 344-9923

TOPOGRAPHIC SURVEY

UNIVERSITY OF OREGON
EUGENE, OR

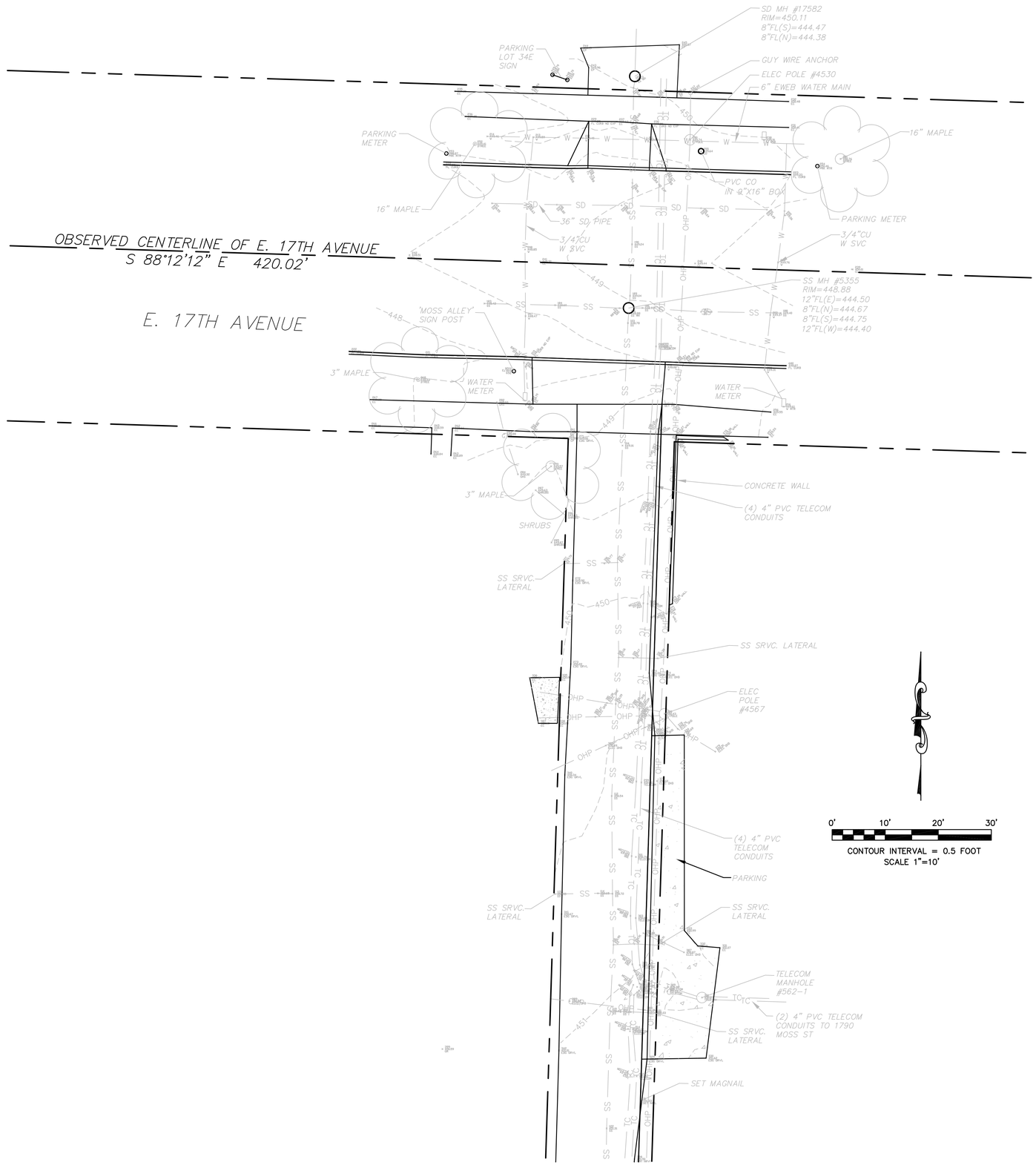
UO CENTRAL KITCHEN

REV:	DATE:	REVISION:	DWN:	CHKD:

DESIGNED:		CHECKED: DC\RWS	SCALE: AS NOTED	DATE: 06/03/13	FORD PROJ. #: 6252
DRAWN: RWS					

S0

SHT 1 OF 4



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REV.:	DATE	REVISION	DWN.	CHKD.

DESIGNED:	
DRAWN:	RWS
CHECKED:	DC\RWS
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FORD PROJ. #:	6252

S1

SHT 2 OF 4

SHT 3 OF 4

S2

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SCALE:	AS NOTED
DATE:	06/03/13
FORD PROJ. #:	6252

REV.	DATE	REVISION	DWN	CHKD

UO CENTRAL KITCHEN

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EUGENE, OR

FORD & ASSOCIATES, LLC
399 E. 10TH AVENUE
Eugene, OR 97401
PH: (541) 344-1852
FAX: (541) 344-9923

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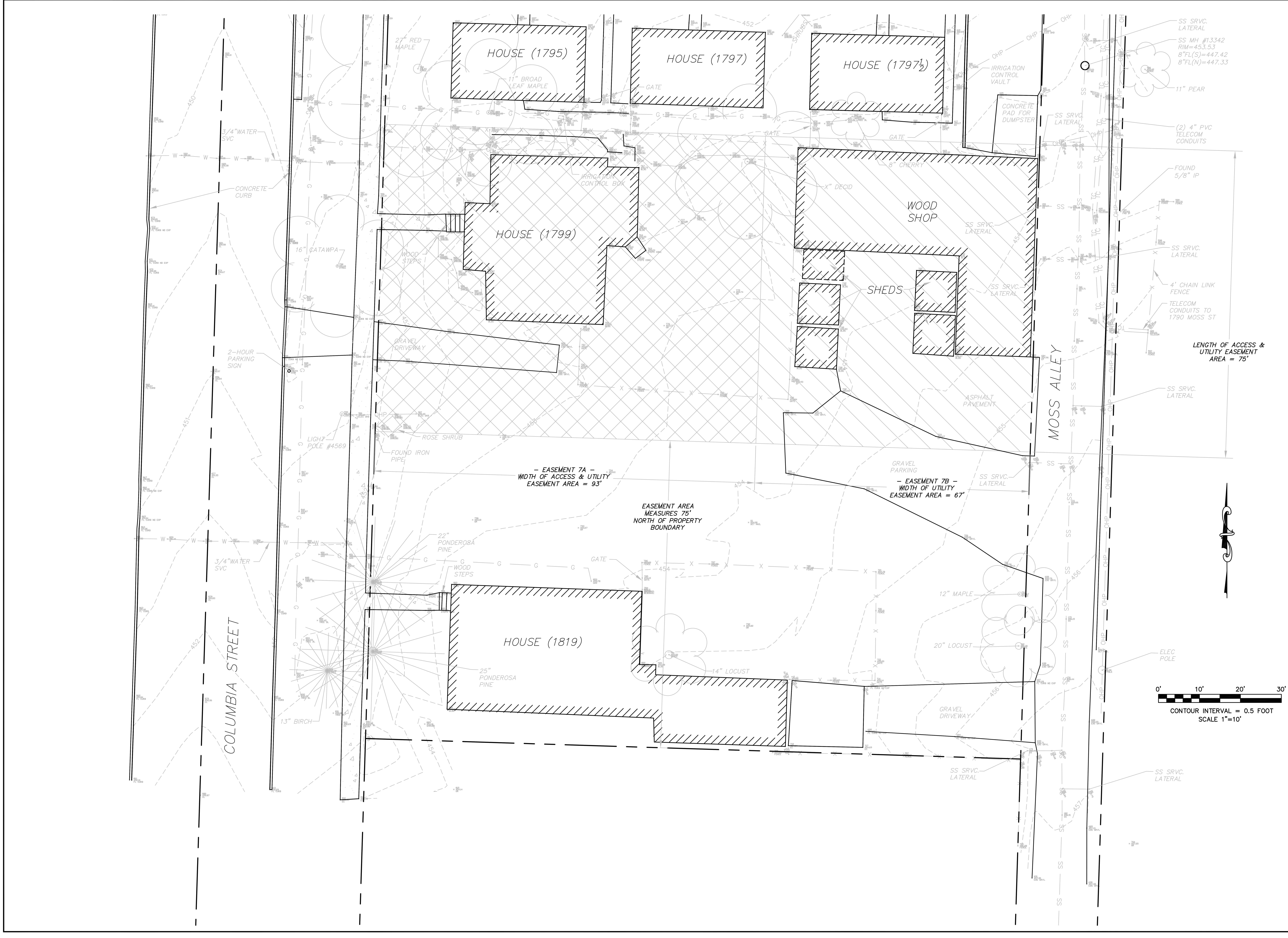
52862
OREGON
JANUARY 15, 2004
RYAN W. SISSON
EXPIRES: 06-30-14



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OREGON
JAN 15, 2007
RYAN W. SISSON
EXPIRES 06-30-14

FORD & ASSOCIATES, LLC

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Eugene, OR 97401
PH: (541) 344-1852
FAX: (541) 344-9923

TOPOGRAPHIC SURVEY

UNIVERSITY OF OREGON
EUGENE, OR

REV.	DATE	REVISION	DWN	CHKD
	.	.		

UO CENTRAL KITCHEN

DESIGNED:
DRAWN: RWS
CHECKED: DC\RWS
SCALE: AS NOTED
DATE: 06/03/13
FORD PROJ. #:6252

S3

SHT 4 OF 4

ATTACHMENT A-7

Asbestos Abatement Survey and Reports

Index:

UO Asbestos Survey Report, dated July 8, 2013; 63 pages.

UO Scope of Work statement sent to Abatement Contractors, dated August 19, 2013; 3 pages.

LRAPA Abatement Reports, various dates; 13 pages

UO Abatement Report, dated October 18, 2013; 1 page.

UNIVERSITY OF OREGON

7/8/13

To: David Opp-Beckman
Denise Stewart
Gus Lim

From: Mike Eldredge
Asbestos Inspector IR-13-0986A

RE: East Campus Residences
Asbestos survey report

This asbestos survey report includes the following 16 residential structures that will be moved or demolished for the Central Kitchen and Woodshop project. I conducted all inspection, materials sampling and report preparation for this survey. This report includes the asbestos survey, sample inventory and asbestos analysis reports.

The following structures were included in this survey:

1753 Columbia-Single family residence
1796 Columbia-Woodshop
1799 Columbia-Single family residence
1819 Columbia-Single family residence

Columbia Terrace Apartments
1765 Columbia
1767 Columbia
1769 Columbia
1775 Columbia
1777 Columbia
1779 Columbia
1785 Columbia
1787 Columbia
1789 Columbia
1795 Columbia
1797 Columbia
1797-1/2 Columbia

ENTERPRISE RISK SERVICES
Environmental Health and Safety
5224 University of Oregon, Eugene OR 97403-5224 T 541-346-3192 F 541-346-7010 www.uoregon.edu

An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

General Information
The residential structures are wood framed construction with three tab roofing materials. Interior walls are composed of plywood, plaster or wallboard. Flooring materials are wood, floor tiles and sheet vinyl. Pipes were not insulated or insulated with fiberglass where they were observed. Additional suspect asbestos-containing materials may be located in areas that were not accessible.

1753 Columbia

There were no asbestos-containing materials found in this residential structure.

The following materials were sampled and they do not contain asbestos:

- Sheet vinyl, beige 12" square pattern located in the kitchen, bathroom and bedroom
- Sink undercoating on bottom of sink in the kitchen
- Ceiling and wall plaster under textured wallboard throughout
- Textured wallboard on walls and ceilings throughout
- Loose insulation in the attic
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper
- Window glazing compound
- Remnant sheet vinyl under wood floor throughout

1796 Columbia

The following material contains asbestos:

- Sheet vinyl flooring in the bathroom (25 SF)

The following materials were sampled and they do not contain asbestos:

- Joint compound and wallboard throughout
- Textured wallboard in paint room
- Troweled plaster on bathroom wall
- Fiberboard on bathroom ceiling
- Sealant on exterior above the sliding door
- Three tab roof shingles and tarpaper
- Window glazing compound

1799 Columbia

The following materials contain asbestos:

- Remnant sheet vinyl flooring under kitchen sink cabinet (1 SF)
- Window glazing compound
- Mastic on chimney

The following materials were sampled and they do not contain asbestos:

- Sheet vinyl, 12" square pattern throughout
- Sheet vinyl, tan in bathroom
- Sealant on bathroom sink
- Sink undercoating in kitchen
- Window glazing compound
- Three tab roof shingles and tarpaper
- Jute backed vinyl on attic floor
- Chimney mortar
- Wall plaster and skim coat in bathroom
- Wallpaper and tan plaster throughout
- Remnant sheet vinyl under subfloor throughout

1819 Columbia

There were no asbestos-containing materials found in this residential structure.

The following materials were sampled and they do not contain asbestos:

- Sheet vinyl, beige 12" square pattern located in the kitchen, bathroom and closet
- Sheet vinyl, beige mottled located throughout upstairs
- Textured wallboard on walls and ceilings throughout
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1765 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Cement-asbestos vent pipe from HW heater to roof in the attic-8LF
- Roof mastic on one roof vent pipe

The following materials were sampled and they do not contain asbestos:

- Floor tile, 12" X 12" blue and black mastic throughout
- Cement board on wall in kitchen
- Loose insulation in attic
- Sealant on bathroom sink
- Kitchen sink undercoating
- Joint compound on bathroom wall under sink
- Three tab roof shingles and tarpaper

1767 Columbia-Columbia Terrace Apartment

There were no asbestos-containing materials found in this residential structure.

The following materials were sampled and they do not contain asbestos:

- Floor tile, 12" X 12" blue and black mastic throughout
- Loose insulation in attic
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1769 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout (522 SF) The mastic does not contain asbestos.
- Roof mastic on solar water heater pipe and on one roof vent pipe

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1775 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Sheet vinyl in bathroom
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1777 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout (522 SF) The mastic does not contain asbestos.
- Roof mastic on one vent pipe

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1779 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Sheet vinyl in bathroom
- Kitchen sink undercoating
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1785 Columbia-Columbia Terrace Apartment

There were no asbestos-containing materials found in this residential structure.

The following materials were sampled and they do not contain asbestos:

- Floor tile, 12" X 12" blue and black mastic throughout
- Loose insulation in attic
- Textured paint in bathroom
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1787 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Floor tile, 12" X 12" white in bathroom
- Ceramic tile grout on kitchen counter
- Ceramic tile mastic on counter in kitchen
- Kitchen sink undercoating
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1789 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout (522 SF) The mastic does not contain asbestos.

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1795 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.
- Roof mastic on one roof vent and on roofing shingles around vent

The following materials were sampled and they do not contain asbestos:

- Loose insulation in attic
- Sheet vinyl, beige in bathroom
- Textured paint on living room walls
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1797 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Roof mastic on two roof vent pipes

The following materials were sampled and they do not contain asbestos:

- Floor tile, 12" X 12" blue and black mastic throughout
- Loose insulation in attic
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

1797-1/2 Columbia-Columbia Terrace Apartment

The following material contains asbestos:

- Roof mastic on one roof vent pipe

The following materials were sampled and they do not contain asbestos:

- Floor tile, 12" X 12" blue and black mastic throughout
- Loose insulation in attic
- Kitchen sink undercoating
- Sealant on bathroom sink
- Three tab roof shingles and tarpaper

Building Name	Location, Room Number, Etc.	Sample ID #	Type of Material	Material Description	Asb Results
1753 Columbia	kitchen	2424		Sheet vinyl, 12" beige sq pattern	NEGATIVE
1753 Columbia	Kitchen	2425		Black sink undercoating	NEGATIVE
1753 Columbia	kitchen	2426		Ceiling plaster	NEGATIVE
1753 Columbia	kitchen	2427		Textured wallboard ceiling	NEGATIVE
1753 Columbia	bathroom	2428		Textured wallboard on wall	NEGATIVE
1753 Columbia	Living room	2429		Textured wall plaster	NEGATIVE
1753 Columbia	attic	2430		loose insulation	NEGATIVE
1753 Columbia	bathroom	2431		bathroom sink sealant	NEGATIVE
1753 Columbia	roof	2432		Three tab roof shingles and tarpaper	NEGATIVE
1753 Columbia	exterior	2433		window glazing compound	NEGATIVE
1753 Columbia	bedroom next to kitchen	2434		sheet vinyl under wood flooring	NEGATIVE
1753 Columbia	Living room	2435		sheet vinyl under wood flooring	NEGATIVE
1765 Columbia	kitchen	2436		Floor tile 12" X 12" blue and black mastic	NEGATIVE
1765 Columbia	bathroom	2437		bathroom sink sealant	NEGATIVE
1765 Columbia	Attic	2438		loose insulation	NEGATIVE
1765 Columbia	kitchen	2439		cement board on wall	NEGATIVE
1765 Columbia	roof	2440		Three tab roof shingles and tarpaper	NEGATIVE
1765 Columbia	bathroom	2441		fix all on wall	NEGATIVE
1765 Columbia	kitchen	2442		sink undercoat	NEGATIVE
1767 Columbia	kitchen	2443		Floor tile 12" X 12" blue and black mastic	NEGATIVE
1767 Columbia	bathroom	2444		bathroom sink sealant	NEGATIVE
1767 Columbia	attic	2445		loose insulation	NEGATIVE
1767 Columbia	roof	2446		Three tab roof shingles and tarpaper	NEGATIVE
1769 Columbia	kitchen	2447		floor tile brown 9" X 9' and mastic	**POS/NEG**
1769 Columbia	bathroom	2448		bathroom sink sealant	NEGATIVE
1769 Columbia	roof	2449		Three tab roof shingles and tarpaper	NEGATIVE
1775 Columbia	kitchen	2450		floor tile brown 9" X 9' and mastic	**POS/NEG**
1775 Columbia	bathroom	2451		bathroom sink sealant	NEGATIVE
1775 Columbia	bathroom	2452		Beige sheet vinyl	NEGATIVE
1775 Columbia	roof	2453		Three tab roof shingles and tarpaper	NEGATIVE
1777 Columbia	kitchen	2454		floor tile brown 9" X 9' and mastic	**POS/NEG**
1777 Columbia	bathroom	2455		bathroom sink sealant	NEGATIVE
1777 Columbia	roof	2456		Three tab roof shingles and tarpaper	NEGATIVE
1777 Columbia	roof	2457		roof mastic on vent	**POSITIVE**
1785 Columbia	kitchen	2458		Floor tile 12" X 12" blue and black mastic	NEGATIVE
1785 Columbia	bathroom	2459		bathroom sink sealant	NEGATIVE
1785 Columbia	bathroom	2460		Wall texture	NEGATIVE
1785 Columbia	roof	2461		Three tab roof shingles and tarpaper	NEGATIVE
1779 Columbia	kitchen	2458 duplicate		floor tile brown 9" X 9' and mastic	**POS/NEG**
1779 Columbia	bathroom	2459 duplicate		sheet vinyl beige	NEGATIVE
1779 Columbia	bathroom	2460 duplicate		bathroom sink sealant	NEGATIVE
1779 Columbia	roof	2461 duplicate		Three tab roof shingles and tarpaper	NEGATIVE
1779 Columbia	kitchen	2462 duplicate		sink undercoat	NEGATIVE
1787 Columbia	kitchen	2462		floor tile brown 9" X 9' and mastic	**POS/NEG**
1787 Columbia	bathroom	2463		floor tile white 12" X 12" and mastic	NEGATIVE
1787 Columbia	bathroom	2464		bathroom sink sealant	NEGATIVE

Building Name	Location, Room Number, Etc.	Sample ID #	Type of Material	Material Description	Asb Results
1787 Columbia	kitchen	2465		ceramic tile grout	NEGATIVE
1787 Columbia	kitchen	2466		Ceramic tile mastic	NEGATIVE
1787 Columbia	roof	2467		Three tab roof shingles and tarpaper	NEGATIVE
1789 Columbia	kitchen	2468		floor tile brown 9" X 9' and mastic	POS/NEG
1789 Columbia	bathroom	2469		bathroom sink sealant	NEGATIVE
1789 Columbia	roof	2470		Three tab roof shingles and tarpaper	NEGATIVE
1795 Columbia	kitchen	2471		floor tile brown 9" X 9' and mastic	POS/NEG
1795 Columbia	bathroom	2472		sheet vinyl beige	NEGATIVE
1795 Columbia	bathroom	2473		bathroom sink sealant	NEGATIVE
1795 Columbia	Living room	2474		Textured paint	NEGATIVE
1795 Columbia	roof	2475		Three tab roof shingles and tarpaper	NEGATIVE
1797 Columbia	kitchen	2476		floor tile white 12" X 12" and mastic	NEGATIVE
1797 Columbia	bathroom	2477		bathroom sink sealant	NEGATIVE
1797 Columbia	Attic	2478		loose insulation	NEGATIVE
1797 Columbia	roof	2479		Three tab roof shingles and tarpaper	NEGATIVE
1797-1/2 Columbia	kitchen	2480		floor tile white 12" X 12" and mastic	NEGATIVE
1797-1/2 Columbia	bathroom	2481		bathroom sink sealant	NEGATIVE
1797-1/2 Columbia	kitchen	2482		sink undercoat	NEGATIVE
1797-1/2 Columbia	roof	2483		Three tab roof shingles and tarpaper	NEGATIVE
1797-1/2 Columbia	kitchen	2484		wallboard	NEGATIVE
1796 Columbia	shop	2485		Joint compound on wallboard	NEGATIVE
1796 Columbia	shop	2486		wallboard	NEGATIVE
1796 Columbia	storage	2487		wallboard and joint compound	NEGATIVE
1796 Columbia	paint room	2488		textured wallboard	NEGATIVE
1796 Columbia	bathroom	2489		sheet vinyl beige mottled	POSITIVE
1796 Columbia	bathroom	2490		Troweled plaster	NEGATIVE
1796 Columbia	bathroom	2491		fiber board	NEGATIVE
1796 Columbia	roof	2492		Three tab roof shingles and tarpaper	NEGATIVE
1796 Columbia	exterior	2493		sealant	NEGATIVE
1796 Columbia	exterior	2494		window glazing compound	NEGATIVE
1799 Columbia	kitchen	2495		Sheet vinyl beige 12" sq pattern	NEGATIVE
1799 Columbia	bathroom	2496		sheet vinyl, tan	NEGATIVE
1799 Columbia	bathroom	2497		bathroom sink sealant	NEGATIVE
1799 Columbia	kitchen	2498		sink undercoat	NEGATIVE
1799 Columbia	kitchen	2499		remnant sheet vinyl under sink cabinet	POSITIVE
1799 Columbia	roof	2500		Three tab roof shingles and tarpaper	NEGATIVE
1799 Columbia	exterior	2501		window glazing compound	POSITIVE
1799 Columbia	attic	2502		jute backed vinyl	NEGATIVE
1799 Columbia	attic	2503		chimney mortar	NEGATIVE
1799 Columbia	bathroom	2504		wall plaster and skim coat	NEGATIVE
1799 Columbia	Living room	2505		wallpaper and tan plaster	NEGATIVE
1799 Columbia	front closet	2506		tan plaster	NEGATIVE
1799 Columbia	Living room	2507		remnant sheet vinyl under subfloor	NEGATIVE
1799 Columbia	front bedroom	2508		remnant sheet vinyl under subfloor	NEGATIVE
1799 Columbia	back bedroom	2509		remnant sheet vinyl under subfloor	NEGATIVE
1799 Columbia	kitchen	2510		remnant sheet vinyl under subfloor	NEGATIVE
1799 Columbia	bathroom	2511		remnant sheet vinyl under subfloor	NEGATIVE
1819 Columbia	kitchen closet	2512		Sheet vinyl, 12" beige sq pattern	NEGATIVE

Building Name	Location, Room Number, Etc.	Sample ID #	Type of Material	Material Description	Asb Results
1819 Columbia	upstairs bedroom	2513		sheet vinyl, beige mottled	NEGATIVE
1819 Columbia	bathroom	2514		bathroom sink sealant	NEGATIVE
1819 Columbia	Living room	2515		textured wallboard	NEGATIVE
1819 Columbia	bedroom	2516		textured wallboard	NEGATIVE
1819 Columbia	roof	2517		Three tab roof shingles and tarpaper	NEGATIVE

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Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1753 Columbia

Batch #: 1310731.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 12
Samples Analyzed: 12
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089352 **Client Sample #: 51562.000-2424**
Location: 1753 Columbia

Layer 1 of 2 **Description:** Light brown sheet vinyl

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**

Layer 2 of 2 **Description:** Light gray fibrous backing with mastic (on trace wood)

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Fine particles, Binder/Filler, Mastic/Binder	Cellulose 65%	**None Detected ND**
	Glass fibers 5%	

Lab ID: 13089353 **Client Sample #: 51562.000-2425**
Location: 175367 Columbia

Layer 1 of 1 **Description:** Black asphaltic material with trace adhesive and thin plastic

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Asphalt/Binder, Adhesive/Binder, Plastic	None Detected ND	**None Detected ND**

Lab ID: 13089354 **Client Sample #: 51562.000-2426**
Location: 175367 Columbia

Layer 1 of 1 **Description:** Light gray sandy material with paint

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Binder/Filler, Sand, Paint	Cellulose 4%	**None Detected ND**
	Hair 3%	

Lab ID: 13089355 **Client Sample #: 51562.000-2427**
Location: 175367 Columbia

Layer 1 of 2 **Description:** White textured compacted powdery material with paint

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Calcareous particles, Binder/Filler, Perlite	None Detected ND	**None Detected ND**
Paint		

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1753 Columbia

Batch #: 1310731.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 12
Samples Analyzed: 12
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 2	**Description:** Off-white chalky material with paper and paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Gypsum/Binder, Paint	Cellulose 20%	**None Detected ND**

Lab ID: 13089356 **Client Sample #: 51562.000-2428**
Location: 175367 Columbia

Layer 1 of 2	**Description:** White textured compacted powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler, Paint	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** White chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Gypsum/Binder	Cellulose 15%	**None Detected ND**
		Glass fibers 3%	

Lab ID: 13089357 **Client Sample #: 51562.000-2429**
Location: 175367 Columbia

Layer 1 of 2	**Description:** White textured compacted powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler, Perlite Paint	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Light gray sandy material with layered paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Sand, Paint	Cellulose 2%	**None Detected ND**
		Hair 2%	

Lab ID: 13089358 **Client Sample #: 51562.000-2430**
Location: 175367 Columbia

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1753 Columbia

Batch #: 1310731.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 12
Samples Analyzed: 12
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 1 of 1	**Description:** Black fibrous material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Glass beads	Glass fibers 85%	**None Detected ND**

Lab ID: 13089359 **Client Sample #: 51562.000-2431**
Location: 175367 Columbia

Layer 1 of 3	**Description:** White soft material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler	None Detected ND	**None Detected ND**
Layer 2 of 3	**Description:** Off-white soft material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler, Paint	None Detected ND	**None Detected ND**
Layer 3 of 3	**Description:** White compacted powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler, Paint	None Detected ND	**None Detected ND**

Lab ID: 13089360 **Client Sample #: 51562.000-2432**
Location: 175367 Columbia

Layer 1 of 1	**Description:** Off-white putty material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler, Paint	None Detected ND	**None Detected ND**

Lab ID: 13089361 **Client Sample #: 51562.000-2433**
Location: 175367 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Granules	Glass fibers 35%	**None Detected ND**

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1753 Columbia

Batch #: 1310731.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 12
Samples Analyzed: 12
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 2 **Description:** Black asphaltic fibrous felt

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Asphalt/Binder	Cellulose 80%	**None Detected ND**

Lab ID: 13089362 **Client Sample #: 51562.000-2434**
Location: 175367 Columbia

Layer 1 of 1 **Description:** Light gray fibrous backing with mastic

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Fine particles, Binder/Filler, Mastic/Binder	Cellulose 45%	**None Detected ND**
	Synthetic fibers 10%	
	Wollastonite 4%	

Lab ID: 13089363 **Client Sample #: 51562.000-2435**
Location: 175367 Columbia

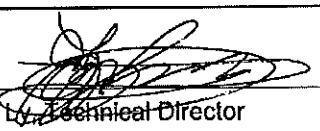
Layer 1 of 2 **Description:** Light yellow soft material

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Calcareous particles, Binder/Filler	None Detected ND	**None Detected ND**

Layer 2 of 2 **Description:** Light gray fibrous backing with mastic (on trace wood)

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Fine particles, Binder/Filler, Mastic/Binder	Cellulose 55%	**None Detected ND**
	Synthetic fibers 7%	
	Wollastonite 3%	

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013



Nick Ly, Technical Director

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NVL Batch ID
1310731

PBS | Engineering + Environmental

LABORATORY SAMP
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1753 COLUMBIA

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2424		11. 2434	
2. 2425		12. 2435	
3. 2426		13.	
4. 2427		14.	
5. 2428		15.	
6. 2429		16.	
7. 2430		17.	
8. 2431		18.	
9. 2432		19.	
10. 2433		20.	

Received By: [signature] Date: 6/28/13 Condition: RECEIVED

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

Analyzed by: Nadia NVL 6/28/13 5:30PM

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4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1765 Columbia

Batch #: 1310729.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 7
Samples Analyzed: 7
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089341 **Client Sample #: 51562.000-2436**
Location: 1765 Columbia

Layer 1 of 2	**Description:** Gray/blue tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Vinyl/Binder	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Mastic/Binder	None Detected ND	**None Detected ND**

Lab ID: 13089342 **Client Sample #: 51562.000-2437**
Location: 1765 Columbia

Layer 1 of 3	**Description:** White soft material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler	None Detected ND	**None Detected ND**
Layer 2 of 3	**Description:** Off-white soft material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler, Paint	None Detected ND	**None Detected ND**
Layer 3 of 3	**Description:** White material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Binder/Filler, Paint	None Detected ND	**None Detected ND**

Lab ID: 13089343 **Client Sample #: 51562.000-2438**
Location: 1765 Columbia

Layer 1 of 1	**Description:** Black fibrous material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Glass beads	Glass fibers 87%	**None Detected ND**

Lab ID: 13089344 **Client Sample #: 51562.000-2439**
Location: 1765 Columbia

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1765 Columbia

Batch #: 1310729.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 7
Samples Analyzed: 7
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 1 of 1	**Description:** Off-white brittle material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Binder/Filler	Cellulose 45%	**None Detected ND**

Lab ID: 13089345 **Client Sample #: 51562.000-2440**
Location: 1765 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Granules	Glass fibers 40%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder	Cellulose 75%	**None Detected ND**

Lab ID: 13089346 **Client Sample #: 51562.000-2441**
Location: 1765 Columbia

Layer 1 of 1	**Description:** Off-white chalky material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Paint	Cellulose 3%	**None Detected ND**

Lab ID: 13089347 **Client Sample #: 51562.000-2442**
Location: 1765 Columbia

Layer 1 of 1	**Description:** White flaky material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Binder/Filler, Mica	Cellulose 10%	**None Detected ND**

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310729

PBS | Engineering + Environmental

LABORATORY SAMPLE C

Chain of Custody Number: ______

PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1765 COLUMBIA

Release Signature: [signature]

Analysis

Asbestos:

✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround

___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Date: 6-26-13

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2436		11.	
2. 2437		12.	
3. 2438		13.	
4. 2439		14.	
5. 2440		15.	
6. 2441		16.	
7. 2442		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: Midori Rave Date: 6/28/13 Condition: 1100 USHAK

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

Analyzed by: Nadia - NVL 6/28/13 3:50PM

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4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1767 Columbia

Batch #: 1310730.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089348 **Client Sample #: 51562.000-2443**
Location: 1767 Columbia

Layer 1 of 2	**Description:** Gray/blue tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Vinyl/Binder	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Mastic/Binder	None Detected ND	**None Detected ND**

Lab ID: 13089349 **Client Sample #: 51562.000-2444**
Location: 1767 Columbia

Layer 1 of 1	**Description:** White soft material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint	None Detected ND	**None Detected ND**

Lab ID: 13089350 **Client Sample #: 51562.000-2445**
Location: 1767 Columbia

Layer 1 of 1	**Description:** Black fibrous material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Fine particles, Glass beads	Glass fibers 80%	**None Detected ND**

Lab ID: 13089351 **Client Sample #: 51562.000-2446**
Location: 1767 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Granules, Mineral grains	Glass fibers 40%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder	Cellulose 85%	**None Detected ND**

Sampled by: Client
Analyzed by: Nadezhda Prysyazhnyuk **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310730

PBS | Engineering + Environmental

LABORATORY SAMPLE ...
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1767 Columbia

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
____ PCM-Air
____ TEM-Bulk
____ TEM-Air
____ Point Count

Turnaround
____ 1 Hour
____ 4 Hour
____ 2 Day
____ 5 Day
____ 2 Hour
✓ 24 Hour
____ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2443		11.	
2. 2444		12.	
3. 2445		13.	
4. 2446		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/28/13 Condition: FEDEX/MAIL

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

Analyzed by: Nadia NVL 7/01/13 8:20 AM

NVL Laboratories, Inc
4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1769 Columbia

Batch #: 1310732.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 3
Samples Analyzed: 3
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Lab ID: 13089364 **Client Sample #: 51562.000-2447**
Location: 1769 Columbia

Layer 1 of 2	**Description:** Brown vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 3%	Chrysotile 4%
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 4%	None Detected ND
		Synthetic fibers 2%	

Lab ID: 13089365 **Client Sample #: 51562.000-2448**
Location: 1769 Columbia

Layer 1 of 1	**Description:** White soft/elastic material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound	Synthetic fibers 3%	None Detected ND
		Cellulose 1%	

Lab ID: 13089366 **Client Sample #: 51562.000-2449**
Location: 1769 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 25%	None Detected ND
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 73%	None Detected ND

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310732

PBS | Engineering + Environmental

LABORATORY SAMPLE
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1769 COLUMBIA

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2447		11.	
2. 2448		12.	
3. 2449		13.	
4.		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/28/13 Condition: 120 USMAIL

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

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Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1775 Columbia

Batch #: 1310733.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089367 **Client Sample #: 51562.000-2450**
Location: 1775 Columbia

Layer 1 of 2	**Description:** Brown/red vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 3%	**Chrysotile 5%**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 4%	**None Detected ND**
		Synthetic fibers 1%	

Lab ID: 13089368 **Client Sample #: 51562.000-2451**
Location: 1775 Columbia

Layer 1 of 1	**Description:** White soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Cellulose 5%	**None Detected ND**

Lab ID: 13089369 **Client Sample #: 51562.000-2452**
Location: 1775 Columbia

Layer 1 of 2	**Description:** Gray sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder	Cellulose 65%	**None Detected ND**
		Glass fibers 4%	
		Synthetic fibers 2%	

Lab ID: 13089370 **Client Sample #: 51562.000-2453**
Location: 1775 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1775 Columbia

Batch #: 1310733.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 23%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 75%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng Date: 06/28/2013
Reviewed by: Nick Ly Date: 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310733

PBS | Engineering + Environmental

LABORATORY SAM
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1775 COLUMBIA

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2450		11.	
2. 2451		12.	
3. 2452		13.	
4. 2453		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/28/13 Condition: 1200 USMAIL

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

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Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1777 Columbia

Batch #: 1310735.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089371 **Client Sample #: 51562.000-2454**
Location: 1777 Columbia

Layer 1 of 2	**Description:** Brown vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 3%	Chrysotile 4%
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 4%	None Detected ND
		Synthetic fibers 2%	

Lab ID: 13089372 **Client Sample #: 51562.000-2455**
Location: 1777 Columbia

Layer 1 of 1	**Description:** White soft/elasitc material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Synthetic fibers 4%	None Detected ND

Lab ID: 13089373 **Client Sample #: 51562.000-2456**
Location: 1777 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 23%	None Detected ND
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 78%	None Detected ND

Lab ID: 13089374 **Client Sample #: 51562.000-2457**
Location: 1777 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013
Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP

For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1777 Columbia

Batch #: 1310735.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Layer 1 of 1 **Description:** Black asphaltic material

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Asphalt/Binder	Cellulose 3%	**Chrysotile 5%**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013 Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310735

PBS | Engineering + Environmental

LABORATORY SAMPLE
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1777 COLUMBIA

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2454		11.	
2. 2455		12.	
3. 2456		13.	
4. 2457		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/28/13 Condition: 1200 USMAIL

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

NVL Laboratories, Inc
4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1785 Columbia

Batch #: 1310740.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089388 **Client Sample #: 51562.000-2458**
Location: 1785 Columbia

Layer 1 of 2	**Description:** Gray vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 4%	**None Detected ND**

Lab ID: 13089389 **Client Sample #: 51562.000-2459**
Location: 1785 Columbia

Layer 1 of 1	**Description:** White soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Synthetic fibers 4%	**None Detected ND**
		Cellulose 2%	

Lab ID: 13089390 **Client Sample #: 51562.000-2460**
Location: 1785 Columbia

Layer 1 of 1	**Description:** Pink textured foamy material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Synthetic foam, Paint	Cellulose 2%	**None Detected ND**

Lab ID: 13089391 **Client Sample #: 51562.000-2461**
Location: 1785 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 23%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1785 Columbia

Batch #: 1310740.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Layer 2 of 2 **Description:** Black asphaltic fibrous felt

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Asphalt/Binder, Binder/Filler	Cellulose 72%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013 Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310740

PBS | Engineering + Environmental

LABORATORY SAM.
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1785 COLUMBIA

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2458		11.	
2. 2459		12.	
3. 2460		13.	
4. 2461		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/28/13 Condition: 120V USPAIL

Lab: NVL Laboratories, Inc.
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Seattle Washington 98103
Phone: 888.NVL.LABS

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1779 Columbia

Batch #: 1310741.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 5
Samples Analyzed: 5
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Lab ID: 13089392 **Client Sample #: 51562.000-2458**
Location: 1779 Columbia

Layer 1 of 2	**Description:** Brown vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 3%	**Chrysotile 4%**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 6%	**None Detected ND**

Lab ID: 13089393 **Client Sample #: 51562.000-2459**
Location: 1779 Columbia

Layer 1 of 2	**Description:** Off-white sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder	Glass fibers 50%	**None Detected ND**
		Cellulose 4%	

Lab ID: 13089394 **Client Sample #: 51562.000-2460**
Location: 1779 Columbia

Layer 1 of 1	**Description:** Gray soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Synthetic fibers 3%	**None Detected ND**
		Cellulose 2%	

Lab ID: 13089395 **Client Sample #: 51562.000-2461**
Location: 1779 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1779 Columbia

Batch #: 1310741.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 5
Samples Analyzed: 5
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 25%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 76%	**None Detected ND**

Lab ID: 13089396 **Client Sample #: 51562.000-2462**
Location: 1779 Columbia

Layer 1 of 1	**Description:** White soft/loose material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler	Cellulose 8%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013 Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310741

PBS | Engineering + Environmental

LABORATORY SA
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1779 COLUMBIA

Release Signature: _____ Date: 6-26-13

Analysis
Asbestos
✓ PLM Bulk
____ PCM-Air
____ TEM-Bulk
____ TEM-Air
____ Point Count

Turnaround
____ 1 Hour
____ 4 Hour
____ 2 Day
____ 5 Day
____ 2 Hour
✓ 24 Hour
____ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2458		11.	
2. 2459		12.	
3. 2460		13.	
4. 2461		14.	
5. 2462		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: Midori Date: 6/28/13 Condition: 1200 USMAIL

Lab: NVL Laboratories, Inc.
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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1787 Columbia

Batch #: 1310736.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 6
Samples Analyzed: 6
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089376 **Client Sample #: 51562.000-2462**
Location: 1787 Columbia

Layer 1 of 2	**Description:** Brown vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 4%	**Chrysotile 4%**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 5%	**None Detected ND**

Lab ID: 13089377 **Client Sample #: 51562.000-2463**
Location: 1787 Columbia

Layer 1 of 2	**Description:** White/green vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 3%	**None Detected ND**
Layer 2 of 2	**Description:** Yellow soft mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Mastic/Binder	Cellulose 5%	**None Detected ND**

Lab ID: 13089378 **Client Sample #: 51562.000-2464**
Location: 1787 Columbia

Layer 1 of 2	**Description:** White soft material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Cellulose 3%	**None Detected ND**
Layer 2 of 2	**Description:** White compacted powdery material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler	Cellulose 4%	**None Detected ND**

Lab ID: 13089379 **Client Sample #: 51562.000-2465**
Location: 1787 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1787 Columbia

Batch #: 1310736.00
Client Project #: 51562.000
Date Received: 6/28/2013
Samples Received: 6
Samples Analyzed: 6
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 1 of 1	**Description:** White brittle material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint	Cellulose 3%	**None Detected ND**

Lab ID: 13089380 **Client Sample #: 51562.000-2466**
Location: 1787 Columbia

Layer 1 of 2	**Description:** Tan fibrous material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler	Cellulose 67%	**None Detected ND**
Layer 2 of 2	**Description:** Cream brittle mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Mastic/Binder	Cellulose 5%	**None Detected ND**

Lab ID: 13089381 **Client Sample #: 51562.000-2467**
Location: 1787 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 23%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 77%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 06/28/2013
Reviewed by: Nick Ly **Date:** 06/28/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310736

PBS | Engineering + Environmental

LABORATORY SAMPLE CHAIN OF CUSTODY
Chain of Custody Number:
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1787 COLUMBIA

Release Signature: [signature] Date: 6-26-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2462		11.	
2. 2463		12.	
3. 2464		13.	
4. 2465		14.	
5. 2466		15.	
6. 2467		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/29/13 Condition: RCU
USPS

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

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Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1789 Columbia

Batch #: 1310854.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 3
Samples Analyzed: 3
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089831 **Client Sample #: 51562.000-2468**
Location: 1789 Columbia

Layer 1 of 2	**Description:** Brown vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 2%	Chrysotile 4%
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 4%	**None Detected ND**

Lab ID: 13089832 **Client Sample #: 51562.000-2469**
Location: 1789 Columbia

Layer 1 of 1	**Description:** Clear soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint	Cellulose 2%	**None Detected ND**
		Synthetic fibers 3%	

Lab ID: 13089833 **Client Sample #: 51562.000-2470**
Location: 1789 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 26%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Celiulose 76%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013
Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310854

PBS | Engineering + Environmental

LABORATORY SAMPL
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1789 columbia

Release Signature: _____ Date: 6-27-13

Analysis
Asbestos:
✓ PLM Bulk
____ PCM-Air
____ TEM-Bulk
____ TEM-Air
____ Point Count

Turnaround
____ 1 Hour
____ 2 Hour
____ 4 Hour
✓ 24 Hour
____ 2 Day
____ 3 Day
____ 5 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2468		11.	
2. 2469		12.	
3. 2470		13.	
4.		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: _____ Date: 4/1/13 Condition: 1145USMAIL

Lab: NVL Laboratories, Inc.
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Seattle Washington 98103
Phone: 888.NVL.LABS

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NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1795 Columbia

Batch #: 1310852.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 5
Samples Analyzed: 5
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Lab ID: 13089825 **Client Sample #: 51562.000-2471**
Location: 1795 Columbia

Layer 1 of 2	**Description:** Brown vinyl tile with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains, Paint	Cellulose 3%	**Chrysotile 4%**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 5%	**None Detected ND**

Lab ID: 13089826 **Client Sample #: 51562.000-2472**
Location: 1795 Columbia

Layer 1 of 4	**Description:** White soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Cellulose 3%	**None Detected ND**
Layer 2 of 4	**Description:** Gray fibrous material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler	Cellulose 55%	**None Detected ND**
		Synthetic fibers 6%	
Layer 3 of 4	**Description:** Gray/brown sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**
Layer 4 of 4	**Description:** Gray fibrous backing with mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder	Cellulose 62%	**None Detected ND**
		Glass fibers 9%	

Lab ID: 13089827 **Client Sample #: 51562.000-2473**
Location: 1795 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1795 Columbia

Batch #: 1310852.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 5
Samples Analyzed: 5
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 1 of 2	**Description:** Off-white soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** White soft/elastic material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound	None Detected ND	**None Detected ND**

Lab ID: 13089828 **Client Sample #: 51562.000-2474**
Location: 1795 Columbia

Layer 1 of 1	**Description:** White/green paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Paint/Binder	Cellulose 1%	**None Detected ND**

Lab ID: 13089829 **Client Sample #: 51562.000-2475**
Location: 1795 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 25%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 77%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013 Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310852

PBS | Engineering + Environmental

LABORATORY SAMPLE CHAIN OF CUSTODY
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1795 COLUMBIA

Release Signature: [signature] Date: 6-27-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2471		11.	
2. 2472		12.	
3. 2473		13.	
4. 2474		14.	
5. 2475		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 7/1/13 Condition: 1145 OK

Lab: NVL Laboratories, Inc.
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Seattle Washington 98103
Phone: 888.NVL.LABS

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1797 Columbia

Batch #: 1310855.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089834 **Client Sample #: 51562.000-2476**
Location: 1797 Columbia

Layer 1 of 2	**Description:** Gray vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder	Cellulose 4%	**None Detected ND**
		Synthetic fibers 1%	

Lab ID: 13089835 **Client Sample #: 51562.000-2477**
Location: 1797 Columbia

Layer 1 of 1	**Description:** White soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Synthetic fibers 3%	**None Detected ND**
		Cellulose 2%	

Lab ID: 13089836 **Client Sample #: 51562.000-2478**
Location: 1797 Columbia

Layer 1 of 1	**Description:** Gray fibrous material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Glass beads	Glass fibers 90%	**None Detected ND**

Lab ID: 13089837 **Client Sample #: 51562.000-2479**
Location: 1797 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 23%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1797 Columbia

Batch #: 1310855.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 4
Samples Analyzed: 4
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 2 **Description:** Black asphaltic fibrous felt

Non-Fibrous Materials:
Asphalt/Binder, Binder/Filler

Other Fibrous Materials:%
Cellulose 73%

Asbestos Type: %
None Detected ND

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310855

PBS | Engineering + Environmental

LABORATORY SA
Chain of Cu..

PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1797 Columbia

Release Signature: [signature] Date: 6-27-13

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2476		11.	
2. 2477		12.	
3. 2478		13.	
4. 2479		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 6/1/13 Condition: 1145 VSAMPLE

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1797 12 Columbia

Batch #: 1310848.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 5
Samples Analyzed: 5
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089807 **Client Sample #: 51562.000-2480**
Location: 1797 12 Columbia

Layer 1 of 2	**Description:** Gray vinyl tile		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Mineral grains	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic mastic with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Paint	Cellulose 4%	**None Detected ND**
		Synthetic fibers 1%	

Lab ID: 13089808 **Client Sample #: 51562.000-2481**
Location: 1797 12 Columbia

Layer 1 of 1	**Description:** White soft/elastic material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint	Cellulose 3%	**None Detected ND**
		Synthetic fibers 1%	

Lab ID: 13089809 **Client Sample #: 51562.000-2482**
Location: 1797 12 Columbia

Layer 1 of 1	**Description:** White soft/loose material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler	Cellulose 6%	**None Detected ND**

Lab ID: 13089810 **Client Sample #: 51562.000-2483**
Location: 1797 12 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 23%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1797 12 Columbia

Batch #: 1310848.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 5
Samples Analyzed: 5
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 77%	**None Detected ND**

Lab ID: 13089811 **Client Sample #: 51562.000-2484**
Location: 1797 12 Columbia

Layer 1 of 2	**Description:** White soft mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Mastic/Binder	Cellulose 5%	**None Detected ND**
Layer 2 of 2	**Description:** White chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Binder/Filler	Cellulose 24%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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NVL Batch ID
1310848

PBS | Engineering + Environmental

LABORATORY SAMP
Chain of Custody Number: _____
PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1797 ½ Columbia

Release Signature: [signature] Date: 6-27-13

Analysis
Asbestos:
✓ PLM Bulk ___ TEM-Air
___ PCM-Air ___ Point Count
___ TEM-Bulk

Turnaround
___ 1 Hour ___ 2 Hour
___ 4 Hour ✓ 24 Hour
___ 2 Day ___ 3 Day
___ 5 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2480		11.	
2. 2481		12.	
3. 2482		13.	
4. 2483		14.	
5. 2484		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 7/1/13 Condition: INTACT

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1796 Columbia

Batch #: 1310850.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 10
Samples Analyzed: 10
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089813 **Client Sample #: 51562.000-2485**
Location: 1796 Columbia

Layer 1 of 1	**Description:** White compacted powdery material with paint and paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint, Binder/Filler	Cellulose 25%	**None Detected ND**

Lab ID: 13089814 **Client Sample #: 51562.000-2486**
Location: 1796 Columbia

Layer 1 of 1	**Description:** White chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Binder/Filler	Cellulose 24%	**None Detected ND**

Lab ID: 13089815 **Client Sample #: 51562.000-2487**
Location: 1796 Columbia

Layer 1 of 2	**Description:** White textured powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint	Cellulose 3%	**None Detected ND**
Layer 2 of 2	**Description:** Gray chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Binder/Filler	Cellulose 23%	**None Detected ND**

Lab ID: 13089816 **Client Sample #: 51562.000-2488**
Location: 1796 Columbia

Layer 1 of 2	**Description:** White textured powdery material with paint and mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint, Mastic/Binder	Cellulose 5%	**None Detected ND**
Layer 2 of 2	**Description:** White chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Binder/Filler	Cellulose 21%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1796 Columbia

Batch #: 1310850.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 10
Samples Analyzed: 10
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

		Glass fibers 5%	

Lab ID: 13089817 **Client Sample #: 51562.000-2489**
Location: 1796 Columbia

Layer 1 of 2	**Description:** Gray/brown sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder	Cellulose 18%	**Chrysotile 54%**

Lab ID: 13089818 **Client Sample #: 51562.000-2490**
Location: 1796 Columbia
Comments: Unsure of correct layer sequence

Layer 1 of 3	**Description:** White soft/elastic material with paint and debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint, Wood flakes	Cellulose 6%	**None Detected ND**
Layer 2 of 3	**Description:** White compacted powdery material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Binder/Filler	Cellulose 4%	**None Detected ND**
Layer 3 of 3	**Description:** Yellow foamy material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Synthetic foam	None Detected ND	**None Detected ND**

Lab ID: 13089819 **Client Sample #: 51562.000-2491**
Location: 1796 Columbia

Layer 1 of 1	**Description:** Tan fibrous material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint	Cellulose 76%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1796 Columbia

Batch #: 1310850.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 10
Samples Analyzed: 10
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089820 **Client Sample #: 51562.000-2492**
Location: 1796 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 25%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 75%	**None Detected ND**

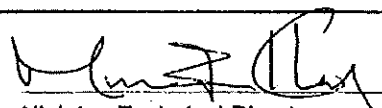
Lab ID: 13089821 **Client Sample #: 51562.000-2493**
Location: 1796 Columbia

Layer 1 of 1	**Description:** White soft/elastic material with paint and debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound, Paint, Wood flakes	Cellulose 5%	**None Detected ND**

Lab ID: 13089822 **Client Sample #: 51562.000-2494**
Location: 1796 Columbia

Layer 1 of 1	**Description:** Gray putty material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Putty Compound, Paint	Cellulose 3%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013



Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

NVL Batch ID
1310850

PBS | Engineering + Environmental

LABORATORY SAMPLE CHAIN OF CUSTODY

Chain of Custody Number: ______

PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1796 COLUMBIA

Release Signature: [signature]

Analysis
Asbestos:
✓ PLM Bulk
___ PCM-Air
___ TEM-Bulk
___ TEM-Air
___ Point Count

Turnaround
___ 1 Hour
___ 4 Hour
___ 2 Day
___ 5 Day
___ 2 Hour
✓ 24 Hour
___ 3 Day

Date: 6-27-13

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2485		11. ~~[illegible]~~	
2. 2486		12.	
3. 2487		13.	
4. 2488		14.	
5. 2489		15.	
6. 2490		16.	
7. 2491		17.	
8. 2492		18.	
9. 2493		19.	
10. 2494		20.	

Received By: [signature] Date: 7/1/13 Condition: 1145 USMAIL

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

NVL Laboratories, Inc
4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

NVLAP
For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1799 Columbia

Batch #: 1310846.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 17
Samples Analyzed: 17
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089787 **Client Sample #: 51562.000-2495**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Light brown sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic & debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder, Wood flakes	Cellulose 62%	**None Detected ND**
		Glass fibers 9%	

Lab ID: 13089788 **Client Sample #: 51562.000-2496**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Gray/brown sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic & debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder, Wood flakes	Cellulose 61%	**None Detected ND**
		Glass fibers 10%	

Lab ID: 13089789 **Client Sample #: 51562.000-2497**
Location: 1799 Columbia

Layer 1 of 1	**Description:** White soft/elastic material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound	Cellulose 3%	**None Detected ND**
		Synthetic fibers 2%	

Lab ID: 13089790 **Client Sample #: 51562.000-2498**
Location: 1799 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

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Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1799 Columbia

Batch #: 1310846.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 17
Samples Analyzed: 17
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 1 of 1	**Description:** Cream soft mastic with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Mastic/Binder, Paint	Cellulose 9%	**None Detected ND**

Lab ID: 13089791 **Client Sample #: 51562.000-2499**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Gray sheet vinyl with white paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Paint	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder	Cellulose 18%	**Chrysotile 56%**

Lab ID: 13089792 **Client Sample #: 51562.000-2500**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 25%	**None Detected ND**
Layer 2 of 2	**Description:** Black asphaltic fibrous felt		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler	Cellulose 76%	**None Detected ND**

Lab ID: 13089793 **Client Sample #: 51562.000-2501**
Location: 1799 Columbia

Layer 1 of 1	**Description:** White putty material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Putty Compound, Paint	Cellulose 4%	**Chrysotile 3%**

Lab ID: 13089794 **Client Sample #: 51562.000-2502**
Location: 1799 Columbia

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1799 Columbia

Batch #: 1310846.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 17
Samples Analyzed: 17
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 1 of 2	**Description:** Black vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	Cellulose 6%	**None Detected ND**
Layer 2 of 2	**Description:** Tan woven fibrous backing		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler	Cellulose 71%	**None Detected ND**

Lab ID: 13089795 **Client Sample #: 51562.000-2503**
Location: 1799 Columbia

Layer 1 of 1	**Description:** Gray sandy/brittle material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Sand	Cellulose 3%	**None Detected ND**

Lab ID: 13089796 **Client Sample #: 51562.000-2504**
Location: 1799 Columbia

Layer 1 of 2	**Description:** White brittle material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint, Mineral grains	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Gray brittle material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Calcareous binder	Cellulose 4%	**None Detected ND**

Lab ID: 13089797 **Client Sample #: 51562.000-2505**
Location: 1799 Columbia

Layer 1 of 3	**Description:** Tan paper with layered paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint/Binder	Cellulose 77%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1799 Columbia

Batch #: 1310846.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 17
Samples Analyzed: 17
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 3	**Description:** Off-white thin powdery material with paint and paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint, Binder/Filler	Cellulose 23%	**None Detected ND**
Layer 3 of 3	**Description:** Gray sandy/brittle material with debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Sand, Wood flakes	Cellulose 6%	**None Detected ND**

Lab ID: 13089798 **Client Sample #: 51562.000-2506**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Off-white compacted powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint	Talc fibers 3%	**None Detected ND**
		Cellulose 2%	
Layer 2 of 2	**Description:** Gray sandy/brittle material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Sand	Cellulose 3%	**None Detected ND**

Lab ID: 13089799 **Client Sample #: 51562.000-2507**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Beige sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic & debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Asphalt/Binder, Wood flakes	Cellulose 65%	**None Detected ND**
		Synthetic fibers 5%	
		Glass fibers 4%	

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1799 Columbia

Batch #: 1310846.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 17
Samples Analyzed: 17
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089800 **Client Sample #: 51562.000-2508**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Beige/cream sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	Cellulose 1%	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic & debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder, Wood flakes	Cellulose 67%	**None Detected ND**
		Synthetic fibers 8%	
		Glass fibers 4%	

Lab ID: 13089801 **Client Sample #: 51562.000-2509**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Beige/cream sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	Cellulose 2%	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic & debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder, Wood flakes	Cellulose 65%	**None Detected ND**
		Synthetic fibers 5%	
		Glass fibers 4%	

Lab ID: 13089802 **Client Sample #: 51562.000-2510**
Location: 1799 Columbia

Layer 1 of 2	**Description:** Beige/cream sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	Cellulose 3%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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Eugene, OR 97405

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Project Location: 1799 Columbia

Batch #: 1310846.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 17
Samples Analyzed: 17
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 2 **Description:** Gray fibrous backing with mastic & debris

Non-Fibrous Materials:	Other Fibrous Materials:	%	**Asbestos Type: %**
Binder/Filler, Mastic/Binder, Wood flakes	Cellulose	62%	**None Detected ND**
	Synthetic fibers	7%	
	Glass fibers	3%	

Lab ID: 13089803 **Client Sample #: 51562.000-2511**
Location: 1799 Columbia

Layer 1 of 2 **Description:** Beige/cream sheet vinyl

Non-Fibrous Materials:	Other Fibrous Materials:	%	**Asbestos Type: %**
Vinyl/Binder	Cellulose	1%	**None Detected ND**

Layer 2 of 2 **Description:** Gray fibrous backing with mastic & debris

Non-Fibrous Materials:	Other Fibrous Materials:	%	**Asbestos Type: %**
Binder/Filler, Mastic/Binder, Wood flakes	Cellulose	66%	**None Detected ND**
	Synthetic fibers	6%	
	Glass fibers	4%	

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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NVL Batch ID
1310846

PBS | Engineering + Environmental

LABORATORY SAMPLE CHAIN OF CUSTODY

Chain of Custody Number: _____

PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1799 COLUMBIA

Release Signature: [signature] Date: 6-27-13

Analysis
Asbestos:
✓ PLM Bulk ___ TEM-Air
___ PCM-Air ___ Point Count
___ TEM-Bulk

Turnaround
___ 1 Hour ___ 2 Hour
___ 4 Hour ✓ 24 Hour
___ 2 Day ___ 3 Day
___ 5 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2495		11. 2505	
2. 2496		12. 2506	
3. 2497		13. 2507	
4. 2498		14. 2508	
5. 2499		15. 2509	
6. 2500		16. 2510	
7. 2501		17. 2511	
8. 2502		18.	
9. 2503		19.	
10. 2504		20.	

Received By: [signature] Date: 7/1/13 Condition: 1145 USMAIL

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Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: PBS Environmental (Eugene)
Address: 2645 Willamette Street Suite A
Eugene, OR 97405

Attention: Mr. Jeff Heeren
Project Location: 1819 Columbia

Batch #: 1310844.00
Client Project #: 51562.000
Date Received: 7/1/2013
Samples Received: 6
Samples Analyzed: 6
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Lab ID: 13089781 **Client Sample #: 51562.000-2512**
Location: 1819 Columbia

Layer 1 of 2	**Description:** Gray sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder, Synthetic foam	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic & debris		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder, Wood flakes	Glass fibers 50%	**None Detected ND**
		Cellulose 6%	

Lab ID: 13089782 **Client Sample #: 51562.000-2513**
Location: 1819 Columbia

Layer 1 of 2	**Description:** Beige/gray/orange sheet vinyl		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Vinyl/Binder	None Detected ND	**None Detected ND**
Layer 2 of 2	**Description:** Gray fibrous backing with mastic		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Mastic/Binder	Cellulose 65%	**None Detected ND**
		Synthetic fibers 5%	
		Glass fibers 4%	

Lab ID: 13089783 **Client Sample #: 51562.000-2514**
Location: 1819 Columbia

Layer 1 of 2	**Description:** White soft material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Binder/Filler, Paint	Cellulose 2%	**None Detected ND**
		Synthetic fibers 1%	

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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Batch #: 1310844.00
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Date Received: 7/1/2013
Samples Received: 6
Samples Analyzed: 6
Method: EPA/600/R-93/116 & EPA/600/M4-82-020

Layer 2 of 2	**Description:** White soft/elastic material		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Caulking compound	None Detected ND	**None Detected ND**

Lab ID: 13089784 **Client Sample #: 51562.000-2515**
Location: 1819 Columbia

Layer 1 of 2	**Description:** White textured powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint	Cellulose 4%	**None Detected ND**
Layer 2 of 2	**Description:** White chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Binder/Filler, Mica	Cellulose 21%	**None Detected ND**
		Glass fibers 6%	

Lab ID: 13089785 **Client Sample #: 51562.000-2516**
Location: 1819 Columbia

Layer 1 of 2	**Description:** White compacted powdery material with paint		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Calcareous particles, Paint	Cellulose 3%	**None Detected ND**
Layer 2 of 2	**Description:** Peach chalky material with paper		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Gypsum/Binder, Binder/Filler	Cellulose 23%	**None Detected ND**

Lab ID: 13089786 **Client Sample #: 51562.000-2517**
Location: 1819 Columbia

Layer 1 of 2	**Description:** Black asphaltic fibrous material with granules		
	Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
	Asphalt/Binder, Binder/Filler, Granules	Glass fibers 25%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013

Nick Ly, Technical Director

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Date Received: 7/1/2013
Samples Received: 6
Samples Analyzed: 6
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Layer 2 of 2 **Description:** Black asphaltic fibrous felt

Non-Fibrous Materials:	Other Fibrous Materials:%	**Asbestos Type: %**
Asphalt/Binder, Binder/Filler	Cellulose 76%	**None Detected ND**

Sampled by: Client
Analyzed by: Lori Tseng **Date:** 07/01/2013
Reviewed by: Nick Ly **Date:** 07/01/2013 Nick Ly, Technical Director

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NVL Batch ID
1310844

PBS | Engineering + Environmental

LABORATORY SAMPLE CHAIN OF CUSTODY

Chain of Custody Number: _____

PBS Project Number: 51562.000

Client: PBS Engineering + Environmental
2645 Willamette Street, Suite A
Eugene, Oregon 97405

Project Manager: Jeff Heeren

Send results to: uobulks@pbsenv.com

Project ID: 1819 columbia

Release Signature: [signature] Date: 6-27-13

Analysis
Asbestos:
✓ PLM Bulk ___ TEM-Air
___ PCM-Air ___ Point Count
___ TEM-Bulk

Turnaround
___ 1 Hour ___ 2 Hour
___ 4 Hour ✓ 24 Hour
___ 2 Day ___ 3 Day
___ 5 Day

Sample ID Number	Lab ID Number	Sample ID Number	Lab ID Number
1. 2512		11.	
2. 2513		12.	
3. 2514		13.	
4. 2515		14.	
5. 2516		15.	
6. 2517		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

Received By: [signature] Date: 7/1/13 Condition: 1145 USMAIL

Lab: NVL Laboratories, Inc.
4708 Aurora Ave. North
Seattle Washington 98103
Phone: 888.NVL.LABS

UNIVERSITY OF OREGON

August 19, 2013

TO: Rose City Contracting and Professional Minority Group

FROM: Mike Eldredge

RE: Housing Central Kitchen asbestos abatement

You are invited to submit a quote for asbestos abatement and related work in 12 residential structures in the East Campus area. The 12 residential structures are all in one location and these structures will either be sold and moved or demolished. This abatement must be completed by September 13, 2013. Quotes are due via email (mikee@uoregon.edu) by 3:00 pm on Thursday, August 22, 2013. The contractor will submit and pay for the LRAPA notification. Visual inspections and air clearance will be provided by PBS Environmental under a separate agreement with the University. The scope of work is summarized below:

Remove and dispose of all asbestos-containing materials listed below that are in the 12 residential structures:

1796 Columbia-Woodshop
The following material contains asbestos:

- Sheet vinyl flooring in the bathroom (25 SF)

1799 Columbia-Single family residence
The following materials contain asbestos:

- Remnant sheet vinyl flooring under kitchen sink cabinet (1 SF)
- Mastic on chimney

Columbia Terrace Apartments

1765 Columbia
The following materials contain asbestos:

- Cement-asbestos vent pipe from HW heater to roof in the attic-8LF
- Roof mastic on one roof vent pipe

ENTERPRISE RISK SERVICES
Environmental Health and Safety
5224 University of Oregon, Eugene OR 97403-5224 T 541-346-3192 F 541-346-7010 www.uoregon.edu

An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

UNIVERSITY OF OREGON

1769 Columbia
The following materials contain asbestos:

- Floor tiles, 9" X 9" brown located throughout (522 SF) The mastic does not contain asbestos.
- Roof mastic on solar water heater pipe and on one roof vent pipe

1775 Columbia
The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.

1777 Columbia
The following materials contain asbestos:

- Floor tiles, 9" X 9" brown located throughout (522 SF) The mastic does not contain asbestos.
- Roof mastic on one vent pipe

1779 Columbia
The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.

1787 Columbia
The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.

1789 Columbia
The following material contains asbestos:

- Floor tiles, 9" X 9" brown located throughout (522 SF) The mastic does not contain asbestos.

ENTERPRISE RISK SERVICES
Environmental Health and Safety
5224 University of Oregon, Eugene OR 97403-5224 T 541-346-3192 F 541-346-7010 www.uoregon.edu

An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

UNIVERSITY OF OREGON

1795 Columbia
The following materials contain asbestos:

- Floor tiles, 9" X 9" brown located throughout except bathroom (480 SF) The mastic does not contain asbestos.
- Roof mastic on one roof vent and on roofing shingles around vent

1797 Columbia
The following material contains asbestos:

- Roof mastic on two roof vent pipes

1797-1/2 Columbia
The following material contains asbestos:

- Roof mastic on one roof vent pipe

The total quantity of floor tiles to be removed in this project is 3,486 SF. The LRAPA notification must be submitted for each residential structure because they each have a different address.

ENTERPRISE RISK SERVICES
Environmental Health and Safety
5224 University of Oregon, Eugene OR 97403-5224 T 541-346-3192 F 541-346-7010 www.uoregon.edu

An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

1370.2

For LRAPA Use:

Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1765 COLUMBIA City EUGENE
Location of Asbestos at the site: ATTIC
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 8 ☒ linear ☐ square ☐ cubic feet
☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) ☐ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing mastic ☐ sheet vinyl ☐ other: CEMENT VENT PIPE

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

13702

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

	☐ Emergency Waiver (Add 50% to required fee)
$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1769 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 522 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing ☒ mastic ☐ sheet vinyl ☐ other: ROOF MASTIC & VENT PIPE

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

13702

For LRAPA Use:

Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥ 260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1775 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 480 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing ☐ mastic ☐ sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

Form Available on LRAPA website: www.lrapa.org

Asb: 07-01-13

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

1370.2

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:

Project _____

Fee Rec'd _____

Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488

Site Adress 1777 COLUMBIA City EUGENE

Location of Asbestos at the site: KITCHEN

Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other

Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F

Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab

Quantity of asbestos in project: 522 ☐ linear ☒ square ☐ cubic feet

☐ pipe insulation ☐ tape cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon

☐ valve packing ☒ mastic sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air

☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____

Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____

☐ waste stored on site in secured container ☐ waste secured off site at _____

☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696

Mailing Address 27090 SE HWY 224

City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924

Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON

Mailing Address 5225 UNIVERSITY OF OREGON

City EUGENE State OR ZIP 97403 Phone (541) 206-4488

Name (Please Print) MONA GOULD Organization PMG INC

Signature Mona Gould Phone (503) 761-5924

Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

1320-2

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1779 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 480 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing mastic sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

Lane Regional Air Protection Agency
13702
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1787 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 480 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing mastic sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

13702

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1789 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 522 ☐ linear ☒ square ☐ cubic feet

☐ pipe insulation ☐ tape | cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing _ mastic | sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

Form Available on LRAPA website: www.lrapa.org

Asb: 07-01-13

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

1370-2

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1795 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 480 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape cementatious(eg: transite) ☒ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing ☒ mastic sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ESTOS IN LANE COUNTY, OREGON

13702

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:

Project _____

Fee Rec'd _____

Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

- ☐ Emergency Waiver (Add 50% to required fee)
- $ 54 ☐ Non-Friable (5-Day Notice)
- $ 54 ☒ Residential Project (Occupied Residence, **not** for Demolition)
- $ 54 ☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
- $ 115 ☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
- $ 461 ☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
- $ 578 ☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
- $1,000 ☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
- $1,153 ☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
- $1,847 ☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
- $ 3,079 ☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
- $ 3,849 ☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ◉ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone 541-206-4488

Site Adress 1796 COLUMBIA City EUGENE

Location of Asbestos at the site: BATHROOM

Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other

Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8am-4:30pm Days on Site: M-F

Emergency project notification requested ○ yes ◉ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab

Quantity of asbestos in project: 25 ☐ linear ☒ square ☐ cubic feet

☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) ☐ floor tile ☐ roofing ☐ felt ☐ sprayon

☐ valve packing ☐ mastic ☒ sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air

☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____

Ambient air monitoring to be performed ☐ Yes ☒ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____

☐ waste stored on site in secured container ☐ waste secured off site at _____

☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC-696

Mailing Address 27090 SE HWY 224

City EAGLE CREEK State OR ZIP 97022 Phone 503-761-5924

Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. 503-405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON

Mailing Address 5225 UNIVERSITY OF OREGON

City EUGENE State OR ZIP 97403 Phone 541-206-4488

Name (Please Print) GILBERTO MARTINEZ Organization PMG INC.

Signature Gilberto Martinez Phone 503-761-5924

Email GILBERT@PMGASBESTOS.COM Date Aug 28, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

13702

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1797 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 2 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) oor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing ☒ mastic ☐ sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould
Email SALES@PMGASBESTOS.COM Phone (503) 761-5924
Date Aug 30, 2013

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

1370.2

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:
Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1797 1/2 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 2 ☐ linear ☒ square ☐ cubic feet
☐ pipe insulation ☐ tape ☐ mentatious(eg: transite) ☐ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing ☒ mastic ☐ sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould
Email SALES@PMGASBESTOS.COM Phone (503) 761-5924
Date Aug 30, 2013

Form Available on LRAPA website: www.lrapa.org

Asb: 07-01-13

TEN-DAY AND NON-FRIABLE NOTIFICATION OF INTENT TO REMOVE OR ENCAPSULATE ASBESTOS IN LANE COUNTY, OREGON

1370.8

Lane Regional Air Protection Agency
1010 Main Street
Springfield, OR 97477
(541) 736-1056, Fax: (541) 726-1205, toll free (877) 285-7272

For LRAPA Use:

Project _____
Fee Rec'd _____
Check# _____

Type of Abatement

- ○ Demolition
- ◉ Removal
- ○ Encapsulation
- ○ Renovation
- ○ Maintenance/Repair
- ○ Other

Has a survey been completed?

☒ Yes ☐ No

If Yes by whom?

PBS

Project Category and REQUIRED Fee

☐ Emergency Waiver (Add 50% to required fee)

$ 54	☒ Non-Friable (5-Day Notice)
$ 54	☐ Residential Project (Occupied Residence, **not** for Demolition)
$ 54	☐ ≤ 40 lin/80 sq ft (Small Scale, Short Duration)
$ 115	☐ > 40 linear/80 square feet; ≤ 260 linear/160 square feet
$ 461	☐ > 260 linear/160 sqft; ≤ 1,300 linear/800 sqft
$ 578	☐ > 1,300 linear/800 sqft; ≤ 2,600 linear/1,600 sqft
$1,000	☐ > 2,600 linear/1,600 sqft; ≤ 5,000 linear/3,500 sqft
$1,153	☐ > 5,000 linear/3,500 sqft; ≤ 10,000 linear/6,000 sqft
$1,847	☐ > 10,000 linear/6,000 sqft; ≤ 26,000 linear/16,000 sqft
$ 3,079	☐ > 26,000 linear/16,000 sqft; ≤ 260,000 linear/160,000 sqft
$ 3,849	☐ ≥ 260000 linear/160000 sqft

Is this a revision to a previous notification? ○ Yes ○ No

ABATEMENT PROJECT INFORMATION

Site Name U of O HOUSING CENTRAL KITCHEN Phone (541) 206-4488
Site Adress 1799 COLUMBIA City EUGENE
Location of Asbestos at the site: KITCHEN
Site Catagory: ☐ School ☐ Residence ☒ College ☐ Industrial ☐ Commercial ☐ Other
Start Date 09/09/2013 Completetion Date: 09/13/2013 Hours on Site: 8AM-4:30PM Days on Site: M-F
Emergency project notification requested ○ yes ○ No Discussed with: _____ Date _____

TYPE OF ASBESTOS MATERIAL

Type & Percent of Asbestos: CHRYSOTILE 20% ☐ Estimate ☒ Lab
Quantity of asbestos in project: 1 ☐ linear ☒ square ☐ cubic feet

☐ pipe insulation ☐ tape ☐ cementatious(eg: transite) ☐ floor tile ☐ roofing ☐ felt ☐ sprayon
☐ valve packing ☒ mastic ☒ sheet vinyl ☐ other: _____

WORK PRACTICES AND REMOVAL PROCEDURES

☒ wet method ☐ dry methods with air filtering ☐ glovebag ☒ containment ☒ negative air
☒ HEPA vacuum ☐ vacuum truck with HEPA filter ☐ other: _____
Ambient air monitoring to be performed ☐ Yes ☐ No

DISPOSAL PROCEDURES

☐ chute to dropbox ☐ hand-load dropbox ☒ wetted and double bagged ☐ other: _____
☐ waste stored on site in secured container ☐ waste secured off site at _____
☒ waste removed daily ☐ other: _____

DISPOSAL SITE

☒ Short Mountain ☐ Coffin Butte ☐ other: _____

ABATEMENT CONTRACTOR

Contractor Name PROFESSIONAL MINORITY GROUP INC License No. FSC696
Mailing Address 27090 SE HWY 224
City EAGLE CREEK State OR ZIP 97022 Phone (503) 761-5924
Competent Person DIEGO MTZ Certificate No. S13134 Cell/Pager No. (503) 405-2705

PROPERTY OWNER

Name UNIVERSITY OF OREGON
Mailing Address 5225 UNIVERSITY OF OREGON
City EUGENE State OR ZIP 97403 Phone (541) 206-4488
Name (Please Print) MONA GOULD Organization PMG INC
Signature Mona Gould Phone (503) 761-5924
Email SALES@PMGASBESTOS.COM Date Aug 30, 2013

1330-2

Print Form

ASN 4 ASBESTOS WASTE SHIPMENT REPORT FORM

PLEASE PRINT OR TYPE! If you have questions, contact your local DEQ Regional Office in Gresham at (503) 667-8414 x 55018, Salem at (503) 378-5086, Medford at (541) 776-6010 ext. 235, or Bend at (541) 388-6146 ext. 226, Pendleton (541) 278-4626, **OR** call (800) 452-4011 for the location of your local regional DEQ office.

WASTE GENERATOR: (Contractor, Facility, or Operator)

1. Asbestos removal site name and address: HOUSING CENTRAL KITCHEN

Street	City/State	County	Zip
COLUMBIA	EUGENE OR.	LANE	97405

Contact person: GILBERTO MARTINEZ Phone: 503-761-5924

2. Operator's name and address: Professional Minority Group, Inc Phone: 503-761-5924

Street	City/State	County	Zip
27090 SE HWY 224	Eagle Creek, OR	Clackamas	97,022

3. Waste disposal site: WASCO COUNTY LANDFILL Phone: (541) 296-4082

Street	City/State	County	Zip
2250 STEELE RD	THE DALLES	WASCO	97058

4. Describe asbestos materials: TILE MASTIC & PIPE INSULATION, ROOF MATERIAL

5. Containers: Number: 20 & 40 Type: DRUM & BAGS

6. Total quantity (cubic yards): 5

7. **OPERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked and labeled, and are in all respects in proper condition for transport according to all government regulations. All movement of this asbestos-containing material is recorded on this Waste Shipment Record Form.

Name: FRANCISCO MARTINEZ Company: PMG,Inc

Signature: Francisco Martinez Date: 9-10-13

TRANSPORTER(S):

8. Transporter #1: (Acknowledgment of receipt of materials)

Agent: PAT SKINNER Company: FLANNERYS DEAD BOX

Address: PO BOX 849 FAIRVIEW OR 97024 Phone: 503 669-8002

Signature: Date: 09-18-13

9. Transporter #2: (Acknowledgment of receipt of materials)

Agent: Company:

Address: Phone:

Signature: Date:

DISPOSAL: (Certification of receipt of asbestos materials covered by this manifest, except as noted in item 11 below.)

10. Waste Disposal Site: WASCO COUNTY LANDFILL

Name and Title: Linda Miller Date: SEP 18 2013

Signature: Phone: 541-296-4682

11. **DISCREPANCY SPACE:** (Add attachments as needed)

(Revised 12/07)

UNIVERSITY OF OREGON

October 18, 2013

TO: Darin Dehle

FROM: Mike Eldredge

RE: Central Kitchen Asbestos Abatement

I completed an asbestos survey of the 16 residential structures that will be demolished or moved to complete the Central Kitchen Construction. I obtained asbestos abatement quotes from Rose City Contracting and PMG and PMG had the low quote and they were awarded the project. PMG completed the asbestos abatement work from 9-9-13 to 9-13-13.

The majority of this abatement work included removal of asbestos-containing floor tiles and the abatement method used heat to loosen the tiles and the process was non-friable and tiles were removed in whole pieces. The non-friable abatement method did not require any air clearance after the abatement was completed. The friable abatement included sheet vinyl in a restroom that was under 160 SF and also did not require any air clearance. I conducted a visual inspection of all work areas following asbestos abatement and PMG completed their scope of work, as specified. There were some openings in the roof systems caused by removal of roof sealants and vent pipes with roof mastic attached.

All asbestos-containing materials in the 16 residential structures were removed during this abatement project except for window glazing compound located on windows at 1799 Columbia. The window glazing compound was left in place because it was found to be in good condition and it would have required disposal of the entire window sash that would be needed if the structure is sold and moved from the site. In the even this structure needs to be demolished, the window sashes can be removed and disposed entirely.

Please let me know if you have any questions regarding this project.

ENTERPRISE RISK SERVICES
Environmental Health and Safety
5224 University of Oregon, Eugene OR 97403-5224 T 541-346-3192 F 541-346-7010 www.uoregon.edu

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EXHIBIT B

PROJECT SCHEDULE

EXHIBIT C
SCHEDULE OF SERVICES, CONSULTANTS, AND PERSONNEL

ARTICLE 5: BASIC SERVICES

(THIS SCHEDULE LISTS SERVICES INCLUDED IN THE LUMP SUM FEE INITIALLY BASED ON THE DESIGN SERVICES FEE CURVE AND INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH IN EXHIBIT G)

SERVICES CONSULTANTS

Service Included:	Service Type:	Name of Firm:
Yes/No	Architectural Design	(name of firm)
Yes/No	Civil Engineering	(name of firm)
Yes/No	Landscape Architecture	(name of firm)
Yes/No	Structural Engineering	(name of firm)
Yes/No	Mechanical Engineering	(name of firm)
Yes/No	Electrical Engineering	(name of firm)
Yes/No	Plumbing Engineering	(name of firm)
Yes/No	Fire Protection Eng. (incl. hydraulic calcs.)	(name of firm)
Yes/No	Kitchen Design and Equipment	(name of firm)
Yes/No	Telecommunication Distribution Designer	(name of firm)
Yes/No	Cost Estimating & Report	(name of firm)
Yes/No	Renderings/Models/Animations	(name of firm)
Yes/No	Audio-Visual Systems Integration & Design	(name of firm)
Yes/No	Security Systems Integration & Design	(name of firm)

ARTICLE 6: CERTAIN TRADITIONAL ADDITIONAL SERVICES CONSIDERED BASIC SERVICES

(THIS SCHEDULE LISTS OTHER SERVICES TO BE INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH IN EXHIBIT G)

SERVICES CONSULTANTS

Service Included:	Service Type:	Name of Firm:
Yes/No	Topographical Survey	(name of firm)
Yes/No	Geotechnical Survey	(name of firm)
Yes/No	Radon Survey	(name of firm)
Yes/No	Existing Conditions Survey	(name of firm)
Yes/No	Threshold Inspection	(name of firm)
Yes/No	Detailed Cost Estimating	(name of firm)
Yes/No	Historic Research & Explorative Testing	(name of firm)

Yes/No	Hazardous Materials Survey / Work Plan	(name of firm)
Yes/No	Life-Cycle Cost Analysis	(name of firm)
Yes/No	Furniture Design and Selection	(name of firm)
Yes/No	Fast-Track Design (early site package)	(name of firm)
Yes/No	Additional Design Team Site Visits	(name of firm)
Yes/No	HVAC Commissioning	(name of firm)
Yes/No	IEQ/IAQ Commissioning	(name of firm)
Yes/No	Building Envelope Commissioning (incl. roof)	(name of firm)
Yes/No	Programming, Site Selection, Benchmarking	(name of firm)
Yes/No	Lab and Cleanroom Design	(name of firm)
Yes/No	Process Engineering and "Fit-Out"	(name of firm)
Yes/No	Vibration Analysis	(name of firm)
Yes/No	Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) Analysis	(name of firm)
Yes/No	Cleanroom Certification	(name of firm)
Yes/No	Validation	(name of firm)
Yes/No	Energy Model	(name of firm)
Yes/No	Acoustic Consultation	(name of firm)

Design/Build Personnel:

Personnel:	Role:	Name of Firm:
Yes/No	Mechanical Subcontractor	(name of firm)
Yes/No	Electrical Subcontractor	(name of firm)
Yes/No	Plumbing Subcontractor	(name of firm)
Yes/No	Fire Protection Sub. (incl. hydraulic calcs.)	(name of firm)

EXHIBIT D

REQUIREMENTS FOR DESIGN DOCUMENT SUBMITTALS TO OWNER

SAMPLE
#.# PROJECT PHASE:
Drawing Size (FULL/HALF):
Specifications:
Other Documents:

5.9 Program Verification & Concept Design Phase (PV&CD)
2/3 – Also Available in Electronic Format
Revised Narrative Specification – Available in Electronic Format
Revised Program - 3 copies – Also Available in Electronic Format

5.10 Schematic Design (SD)
2/3 – Also Available in Electronic Format
Outline Specification in Narrative Form - Available in Electronic Format

5.13 SD Construction Report - 3 copies - Also Available in Electronic Format

5.10 UO CAMPUS PLANNING COMMITTEE PRESENTATION - Schematic Review
Site plan – electronic and/or mounted presentation size
Floor plans - electronic and/or mounted presentation size
Exterior Elevations - electronic and/or mounted presentation size
3-Dimensional Images - electronic and/or mounted presentation size

5.11 50% Design Development Phase (DD)
2/3 – Also Available in Electronic Format
Full Format Specification – Available in Electronic Format

5.13 DD Construction Report - 3 copies - Also Available in Electronic Format

5.11 100% Design Development Phase (DD)
2/3 – Also Available in Electronic Format
Full Format Specification – Available in Electronic Format

5.13 DD Construction Report - 3 copies - Also Available in Electronic Format

5.11 GMP Conformed Set
3 copies – Also Available in Electronic Format

Full Format Specification – Available in Electronic Format

5.12 95% Construction Documents (95% CDs)
2/3 – Also Available in Electronic Format
Full Format Specification – Available in Electronic Format

5.13 95% CDs Construction Report 3 copies - Also Available in Electronic Format

5.16 Construction / Conformance Set
2/3 – Also Available in Electronic Format
Full Format Specification – Available in Electronic Format

7.9 Construction Administration Documents including Addendums, Supplemental Instructions, RFIs: Electronic Copies.

Submittals, shop drawings, product samples:
Electronic copies unless format is larger than 11x17 or they are physical samples. 3 copies of documents larger than 11x17. 2 copies of product samples.

7.9.12 Record drawings & specifications (As-Builts) Submittal shall conform to Section 01 70 00 of the UO Construction Standards.

* not including review or permit sets for the State Fire Marshal

Design Requirements for Maintainability & Serviceability of Building Systems:

Every building component shall be designed for safe and efficient maintainability and serviceability by UO maintenance personnel. Documentation during programming, design phases, and construction documentation shall clearly document all clear and accessible spaces where maintenance is, or may be, required. Such spaces shall be noted 'Maintenance Access' on all drawings submitted for review, and shall be included in final contract documents for construction. Maintenance Access shall be defined as the 3 dimensional obstruction free spaces required to properly and safely service and maintain a built in item or component. Construction coordination is then required to assure the preservation of these mandatory maintenance access spaces and clearances remain obstruction free.

Mandatory Design Reviews, and Submittals:

Several levels of document review are mandatory for UO Maintenance personnel. These are necessary in order to become familiar with the project in question, understand the project goals, and review documents for compliance with these Standards. The following points of review may vary depending upon project size, type, scope, complexity, etc. However, they are **not** to be modified without prior approval by both the UO Campus Planning & Real Estate and UO Capital Construction Personnel assigned to the project:

- Specific Owner personnel will be defined by the Project Manager (PM), Capital Construction and Project Planner (PP).
- Owner personnel schedules will take first priority when scheduling a meeting. All pertinent Owner personnel must be in attendance.
- All meeting minutes shall be recorded and distributed by the Design/Build team.
- All Owner review comments will be coordinated and compiled by the Campus Planning & Real Estate PP into 1 deliverable to the Design/Build team; copies will be distributed to all involved.
- The submittal of any and all design documents to the Owner for review implies they are in compliance with the Construction Standards; unless approved Substitution Requests are submitted and approved via the process found in Division 01. If not in compliance, the submittal may be rejected and returned to the Design/Build team for completion prior to any Owner review.
- Any and all Owner review comments shall be tracked and responded to by the Design/Build team to ensure consideration, implementation, and/or discussion. Any redesign required due to the failure of the Design/Build team to adhere to this requirement shall be at the expense of the Design/Build team.
- The Design/Build team shall be responsible for any expenses associated with corrections and/or redesign of the 100% CD documents that may be required due to deviations or omissions from documented Owner review comments that have not been addressed, answered in writing, and/or deviations or omissions of the Construction Standards that did not follow the Construction Standards Substitution Request process.

100% Schematic Design (SD): Following requirements are of specific concern to UO Maintenance personnel.

1. Building systems and strategies must be documented, reviewed, and approved by the end of SD phase; detailing of systems will follow subsequent phases.
2. At completion of 100% SD documents the following is required:
   a. Review of project specifics, building systems selected, scope, etc. per the items listed above.
   b. Design/Build team items and questions needing UO Maintenance attention during document review.
   c. UO Maintenance project specific questions / comments arising from review and recorded comments.
3. Design/Build team shall record associated meeting minutes for distribution to all.
4. Documents for completion of SD shall include the following information at a minimum and as appropriate per the scope:

UO Maintenance Requirements for 100% SD documentation	
General Description:	1. Scope of work narrative. 2. Building Program. 3. List of applicable building codes on drawing title sheet. 4. Building code review with list of anticipated building code variance requests. 5. Evaluation of anticipated sustainability performance; LEED Gold Certification, Oregon Model of Sustainable Development 6. Proposed routes of access and egress: fire access; emergency life safety egress; ADA access; pedestrian access & egress; maintenance access; etc.
Specifications:	1. System and material narrative description in outline form.
Site and Civil:	1. Storm water management strategy. 2. Plans shall include the following at a minimum: • Existing conditions • Demolition • Building outline(s) • Future expansion • Site entrance • Roads, driveways & loading dock locations • Vehicle & bike parking locations • Waste & recycling collection location • Walkway and stairway locations • Emergency telephone locations • Utility locations • Preliminary grading plan • Soil remediation work by Owner, if needed • Site lighting layout
Landscaping:	1. Existing conditions 2. Landscaping concept 3. Existing irrigation
Structural:	1. Structural scheme 2. Written description

UO Maintenance Requirements for 100% SD documentation	
Building Exterior Envelope:	1. Typical elevations 2. Material designations 3. Overall building cross-sections 4. Roof layout 5. Energy code support information required for LEED
Building Interior:	1. Typical floor plans with legends 2. Beginning of room numbering complying with 'Room Numbering Guide' Appendix 3. Area use identification & area in square feet 4. Mechanical, electrical, and other service closets and rooms 5. Circulation paths 6. Area tabulations compared to program requirements 7. Show flexibility for expansion and alterations 8. Preliminary layout of major spaces with fixed equipment and kitchen equipment
Elevators:	1. Elevator location 2. Equipment room location
HVAC:	1. Strategy for HVAC zoning and typical individual space zoning. Ex: VAV boxes per office = x, etc. 2. Special occupancy zones if any. 3. Dimensioned 3 dimensional clear maintenance space to be maintained at all service points on fan coil units, filter banks, dampers, etc shall be graphically shown. 4. One-line diagrams for every system as required to describe fundamental design concept for all systems. 5. Indication of the amount of redundancy for all major pieces of mechanical equipment. Ex: 2 pumps with 100% capacity each, etc. 6. Plans shall include the following at a minimum: • Legends • Restroom locations • Major equipment locations • Building water supply, storm, and sanitary leads • General layout of mechanical rooms • Air intake and discharge locations • Major equipment locations •
Plumbing & Piping:	1. One-line diagrams for every system as required to describe fundamental design concept for all systems. 2. Indication of the amount of redundancy for all major pieces of mechanical equipment. Ex: 2 pumps with 100% capacity each, etc 3. Dimensioned 3 dimensional clear maintenance space to be maintained at all service points shall be graphically shown. 4. Plans shall include the following at a minimum: • Legends • Restroom locations • Major equipment locations • General layout of mechanical rooms • Building water supply, storm, and sanitary entries

UO Maintenance Requirements for 100% SD documentation	
Fire Protection:	1. One-line diagrams for each system as required describing the fundamental design concept for all fire protection systems. 2. Report documenting adequacy of utility system, flow, etc. 3. Plans shall include the following at a minimum: • Location of connections to utilities • Location of fire pump and controller
Fire Alarm:	1. Fire Alarm system description and/or one-line diagrams for each system as required describing the fundamental design concept for all fire alarm systems including connection to central campus reporting system. 2. Plans shall include the following at a minimum: • FA panel / subpanel locations
Lighting:	1. One-line diagrams for each system as required describing the fundamental design concept for all fire protection systems. 2. Plans shall include the following at a minimum: • Electrical symbols legend • General drawing notes • Fixture, lamp, and controls descriptions • Preliminary interior lighting plans. • Preliminary outdoor lighting plans.
Electrical Power Distribution:	1. One-line diagrams for each system as required describing the fundamental design concept for all fire protection systems. 2. Plans shall include the following at a minimum: • Manhole, duct bank, and building entry locations. • Exterior equipment locations. • Substation, generator, and ATS descriptions. • Substation, generator, and electrical room locations.
Communications (Voice, Data, & Video Systems):	1. One-line diagrams for each system as required describing the fundamental design concept for all fire protection systems 2. Plans shall include the following at a minimum • Manhole, duct bank, and building entry locations. • Building entrance and phone/data room locations. • Riser diagram. • Preliminary cable tray plans. • Communication room plan layouts
Security (CCTV and Access Control Systems):	1. System descriptions.
A/V and Special Systems:	1. System descriptions.
Other Graphics:	1. Renderings, models, or other graphics as necessary to clearly present concept.

Documentation Requirements for Contractual GMP Review (100% DD): The following requirements are of specific concern to UO Maintenance personnel.

5. Design/Build team shall record associated meeting minutes for distribution to all.
6. Documents for completion of DD shall include the following information at a minimum and as appropriate per the scope:

UO Requirements for GMP documentation (100% DD):	
General / Construction:	7. Building Program. 8. Applicable building codes on drawing title sheet. 9. Building code review with list of building code variance requests. 10. Evaluation of anticipated sustainability performance; LEED Gold Certification, Oregon Model of Sustainable. 11. Building systems and components with dimensional accuracy. 12. Clear indication of scope(s) for each bid package. 13. Construction phasing including temporary requirements during each phase of construction. 14. Proposed occupancy within construction area. 15. Water & vapor characteristics for roof & exterior walls. 16. All 'Maintenance Access' zones should be identified. 17. Construction logistics plan to include at a minimum: • Extent of construction area. • Area traffic plan, if existing roads / walks are impacted. • Construction site access, egress, emergency life safety egress, etc. • Staging area. • Job trailer locations. • Construction signage. • Construction fencing. • Crane location.
Specification:	2. Complete specification for all divisions required, including draft front end documents. 3. Specifications to conform to materials and standards set in UO Campus Construction Standards. 4. List of sole-source materials and/or systems.
Site / Civil:	3. Storm water management. 4. Existing conditions. 5. Demolition. 6. Building outline(s). 7. Dimensions and grading elevations. 8. Utility plans, elevations, details, connections and sizing for all water systems, power distribution, data distribution, etc. 9. Location(s) of future expansion. 10. Roads, driveways and parking locations. 11. Bike parking locations. 12. Loading dock locations. 13. Waste & recycling collection location. 14. Exterior walkway, stairway and/or ramp locations. 15. Vehicle and pedestrian traffic controls, as needed. 16. Emergency telephone locations.

UO Requirements for GMP documentation (100% DD):	
Site / Civil Continued:	17. Site lighting layout with photo metrics. 18. Permanent exterior signage. 19. Site fixtures and equipment. 20. Hardscape locations and details.
Landscaping:	4. Existing conditions and demolition. 5. Tree protection and fencing. 6. Irrigation plan with zones, controllers, piping and pipe sizes. 7. Soils plan. 8. Planting plan with legends.
Structural:	1. Foundation plan and details. 2. All framing plan to include unique features, details and notes. 3. Main member sizing. 4. Structural sections. 5. Definition of control joints. 6. Beam, column, and slab schedules. 7. Mechanical and electrical housekeeping pads. 8. Structural calculations..
Building Plans & Exterior Envelope:	6. Roof plans with dimensions, drainage information, details, flashing details, parapet details, coping details, equipment layout, etc. 7. Building elevations with material designations and dimensions. 8. Building cross-sections. 9. Window and exterior door details. 10. Energy code support information required for LEED
Building Interior:	9. Enlarged plans as needed. 10. Reflected ceiling plans. 11. Important interior elevations. 12. Door and frame schedule. 13. Finish schedule. 14. Signage schedule. 15. Building floor plans with: • Legends • Room numbering • Dimensions • Wall layout with type and height • Building equipment layout • Kitchen equipment layout • Area use identification & area in square feet • Mechanical, electrical, and other service closets • Circulation paths
Elevator:	3. Elevator location. 4. Equipment room location and layout. 5. Shaft section. 6. Elevator car and equipment support details. 7. Door and frame details. 11. Interior details including lighting.

UO Requirements for GMP documentation (100% DD):	
HVAC:	5. One-line diagrams for each HVAC related system as required to describe the fundamental design for all mechanical systems. 6. Zoning diagrams for each zoned system. 7. Control diagrams for each system. 8. Complete controls sequence of operations which includes all alarms and reporting methods. 9. Indication of the amount of redundancy for all major pieces of mechanical equipment. Ex: 2 pumps with 100% capacity each, etc. 10. Major equipment locations including air intake and discharge locations for major systems. 11. Dimensioned 3 dimensional clear maintenance space to be maintained at all service points on fan coil units, filter banks, motor locations, dampers, etc shall be graphically shown. 12. Equipment schedules. 13. Duct construction schedule indicating materials and pressure class for each duct system; either on drawings or in specifications. 14. Mechanical plans shall include: • Legends • General layout of mechanical rooms; enlarged plans • Shafts and chases • Duct layout with sizes and flows. All ducts 12" or greater in any dimension to be shown graphically at full scale. • Control panel locations • Equipment locations • All damper type locations with size and type • All meter locations with size and type • Service points of entry • VFD locations • Labeled maintenance zones and clearances • Location of air valves and volume control boxes with schedule indicating the control sequence that applies to each room. • Connections to fire alarm and campus control systems. • Penetration and sleeve details.
Plumbing & Piping:	4. One-line diagrams with risers for every plumbing system as required to describe the fundamental design for all plumbing systems. 5. Design criteria for each system including set points, water quality levels, etc. 6. Zoning diagrams for each zoned system. 7. Control diagrams for each system. 8. Complete controls sequence of operations which includes all alarms and reporting methods. 9. Indication of the amount of redundancy for all major pieces of mechanical equipment. Ex: 2 pumps with 100% capacity each, etc. 10. Major equipment locations for major systems. 11. Dimensioned 3 dimensional clear maintenance space to be maintained at all service points on shall be graphically shown. 12. Equipment schedules. 13. Fixture schedules.

UO Requirements for GMP documentation (100% DD):	
Plumbing & Piping Continued:	14. Mechanical plans shall include: • Plumbing legend • General layout of mechanical rooms; enlarged plans • Service points of entry • Piping distribution and layouts with piping sizes. • All meter type locations with size and type • Back flow prevention locations • Foundation drains • Typical plumbing details, including structural support requirements. • Penetration and sleeve details • Safety fixture locations
Fire Protection:	1. One-line diagrams required to describe the fundamental design for all fire protection systems. 2. Report documenting adequacy of utility system, flow, etc. 3. Fire pump sizing calculations and devices when applicable. 4. Typical sprinkler installation details, including structural support requirements 5. Design calculations 6. Fire protection plans shall include the following: • Location of utility connections • Location of fire pump and controller • Location of test headers and fire department connections • Detailed piping design with all major pipe sizes indicated • Location of all sprinkler zone valve and drain connections • Penetration and sleeve details
Fire Alarm:	1. Detailed FA panel, device, and appliance location plans including duct detectors, fire/smoke dampers, sprinkler flow and tamper switches, monitor and control modules, door hold-opens, door lock releases, etc. 2. Riser diagram. 3. Details of connections to HVAC, fire pump, fire suppression, door hold-open, and door lock systems with detailed sequence of operations. 4. Fire alarm plans shall include the following: • Panel and subpanel locations • Device locations • Pull station locations • Duct detector locations • General notes on conduit and wire sizes.
Lighting:	3. Zoning diagrams for each zoned system. Dimming, day lighting, and low voltage control zones. 4. Control diagrams for each system. Dimming, day lighting, and low voltage controls. 5. Photometric levels 6. Fixture, lamp and controls specifications with cut sheets. 7. Documentation of energy code to support LEED compliance level. 8. Lighting drawings shall include the following: a. Legends b. General drawing notes c. One-line diagrams for all lighting systems d. Interior fixture and switch layout

UO Requirements for GMP documentation (100% DD):	
Lighting Continued:	e. Power feeds and circuiting f. Emergency fixtures g. Installation details, including structural support details h. General notes on conduit and wire sizes for lighting branch circuits
Electrical Power Distribution:	3. Zoning diagrams for each zoned system. 4. Control diagrams for each system. 5. Documentation of energy code to support LEED compliance level. 6. List of equipment on generator / emergency power 7. Electrical load calculations 8. Electrical drawings shall include the following: • Legends • General drawing notes • Power feeds and circuiting • Panel schedules and panel locations • Installation details, including structural support details • General notes on conduit and wire sizes for branch circuits • Manhole, duct bank, and building entry locations and details • One-line diagrams for each system • Normal power riser diagram with circuit breaker sizes • Standby and Emergency power diagram with circuit breaker sizes • Interior and exterior equipment locations • Grounding riser diagram • Substation, generator, and electrical room locations • Receptacle locations • Location of utility connection(s) • Power plans, including primary cable raceways, feeder conduits, electrical loads, duplex and special receptacles, and circuiting. • Details of non-standard electrical installations. • MCC elevations • Grounding details • Roof and floor penetration details
Communications (Voice, Data, & Video Systems):	3. Manhole, duct bank, and building entry locations. 4. Building entrance and phone/data room locations. 5. Riser diagram. 6. Preliminary cable tray plans. 7. Communication room plan layouts 8. Material cut-sheets 9. Electrical drawings shall include the following: • Legends • General drawing notes • Installation details, including structural support details • Manhole, duct bank, and building entry locations and details • One-line diagrams for each system • Building entry and phone/data room locations, sizes, heat loads and door swings. • Backboard locations

UO Requirements for GMP documentation (100% DD):	
Communications Continued (Voice, Data, & Video Systems):	• Raceway and grounding riser diagrams • Conduit and cable tray plans with conduit and cable tray sizes. • Typical voice, data, and video outlet location plans • Emergency phone locations and types (wall or pedestal) • Communication room layouts and elevations • Floor box schedule • Conduit, outlet box, and floor box installation details i. Power outlet locations in the building entry and phone/data rooms
Security (CCTV and Access Control Systems):	2. System descriptions including connection to central campus reporting system. 3. Security drawings shall include the following: • Legends • General drawing notes • One-line diagrams for each system • Riser diagrams • Equipment location plans • Equipment schedules • Concealed and exposed raceways • Wiring diagrams • Installation details • Connection to central campus reporting system
A/V and Special Systems:	2. System descriptions. 3. A/V and Special System drawings shall include the following • Riser diagrams • Equipment location plans • Equipment schedules • Wiring diagrams • Installation details including cabinets, hangers, and connection boxes
Other Graphics:	• Renderings, models, or other graphics as necessary for clear presentation.

End of Section

EXHIBIT E

Early Work Amendment

*(Fill out all **Highlighted** areas and delete Italic Notations)*
AMENDMENT NO. ##

(FIRST, SECOND…) **___ EARLY WORK AMENDMENT**
TO DESIGN/BUILD CONTRACT
(PROJECT NAME)**___**
UO PROJECT # 50-##-##

THIS EARLY WORK AMENDMENT shall become effective upon execution by all parties.

The DESIGN/BUILD Contract, which was effective *(Month day, year)*___, for the construction of the Project Name, between:

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

And
DESIGN/BUILD CONTRACTOR (referred to as Contractor in the OUS General Conditions and herein referred to as "the Design/Builder"): **(*Contractor Name*)___**
(Address) **___**
(City, State ZIP) **___**

is hereby amended as follows:

1. EARLY WORK

In accordance with Article 8.4.1 of the Design/Build Contract, which authorizes the Design/Build to perform Construction Phase Services in advance of the execution of a GMP Amendment if an Early Work Amendment is executed, Owner and the Design/Builder hereby agree that the Design/Build shall perform the Early Work generally described below and more specifically described in the Construction Documents for the Early Work that are listed in **Exhibit A**, including any Early Work Plans and Specifications. **Exhibit A** and all Construction Documents listed in **Exhibit A** are by this reference incorporated herein. This Early Work consists generally of the following:

SCOPE OF WORK: ***(This may be typed in here or added as an Exhibit)***

2. MAXIMUM EARLY WORK PRICE

The maximum not-to-exceed Early Work Price ("Maximum Early Work Price") for the Early Work described in the Construction Documents listed in **Exhibit A** is stated below. The cost breakdown for the Maximum Early Work Price is shown in **Exhibit B** which is by this reference incorporated herein, and consists of the following elements which are specifically described in Paragraph 3:

(a)	Preconstruction Services	$	_
(b)	Estimated Cost of Work (maximum not to exceed amount)	$	_
(c)	Reimbursable Maximum Not-To-Exceed Costs for GC Work attributable to Early Work	$	_
(d)	Maximum Design/Build Fee (___% of the sum of (b) and (c))	$	_
(e)	Maximum Early Work Price of this Amendment	$	_

3. COST ELEMENTS OF EARLY WORK PRICE

The above-stated Maximum Early Work Price includes the following elements:

(a) the cost for performance of the Early Work (including the Design/Builder's Contingency) which shall not exceed the maximum Estimated Cost of Work stated in Paragraph 2(b). Design/Builder will be paid for performance of the Early Work in accordance with the payment provisions set forth in Section E of the General Conditions. Performance of the Early Work by Design/Builder will be compensated on a cost reimbursement basis, but in no event shall Design/Builder receive more than the maximum amount stated in Paragraph 2(b) for completing the Early Work.

(b) the Cost for General Conditions Work attributable to the Early Work which shall not exceed the maximum amount stated in Paragraph 2(c). The Cost for General Conditions Work attributable to the Early Work shall be paid to Design/Builder on a cost

reimbursement basis, beginning with the first progress billing after commencement of the scheduled Early Work Construction Phase. The Cost for General Conditions Work attributable to future Construction Phase Services shall be payable to the Design/Builder during the performance of those Construction Phase Services if and when authorized under another Early Work Amendment or the GMP Amendment.

(c) the maximum Design/Build Fee amount stated in Paragraph 2(d) which is an estimated amount based on the maximum Estimated Cost of the Work stated in Paragraph 2(b) plus the maximum Cost for General Conditions Work attributable to the Early Work stated in Paragraph 2(c). The actual Design/Build Fee will be based on the actual cost of performance of the Early Work (plus the actual Cost for General Conditions Work attributable to the Early Work) and will be paid to Design/Builder ratably with each application for payment during the performance of the Early Work beginning with the first progress billing after commencement of the scheduled Early Work Construction Phase in accordance with Section 8.4.1 of the Design/Build Contract.

4. CURRENT TOTAL CONTRACT PRICE

The Current total Contract price is comprised of a maximum Preconstruction Fee and the sum of the Early Work Prices of all previous Early Work Amendments and the Maximum Early Work Price under this Amendment, all as shown below:

(a)	Preconstruction Fee (maximum not to exceed amount)	$	_
(b)	Prior Early Work Amendments	$	_
(c)	Prior Total Contract Sum (before this Amendment)	$	_
(d)	Maximum Early Work Price for this Amendment	$	_
(e)	Current total Contract price	$	_

REFER to EXHIBIT C for complete breakdown of Contract Values. *(Attach Exhibit C Excel Document)*

5. BONDING

The Design/Builder shall provide to Owner a performance bond and a payment bond as required by Section G of the General Conditions, each bond in an amount that equals or exceeds the Current total Contract price set forth in paragraph 4(e), prior to supplying any labor or materials for prosecution of the Early Work.

6. REMAINING PROVISIONS

Except as amended herein, all provisions of the Design/Build Contract, as previously amended, shall remain in full force and effect, including Article 8 regarding establishment of the GMP. This Amendment does not create any contractual rights or obligations regarding the possible addition of future phases of the Work, including in particular additional Construction Phase Services not authorized hereunder, unless a GMP Amendment or another Early Work

Amendment is executed between the parties.

7. TAX COMPLIANCE

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

8. PREVAILING WAGE RATES

Design/Builder and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the OUS General Conditions for Public Improvement Contracts. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Early Work Amendment and to all future Work under the Contract through the remainder of the Project:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, _____*(Enter appropriate date for release of BOLI Wage rates. Include Addendum dates if applicable "as Amended")*, which can be downloaded at the following web address:
(Insert appropriate web address in a format similar to that provided below)

http://www.oregon.gov/boli/WHD/PWR/Pages/January_2013_Index.aspx & http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_oregon_2013.aspx

The Work will take place in Lane County, Oregon.

THIS AMENDMENT is executed in two original copies of which one is to be delivered to the Design/Builder, and the remainder to Owner.

Design/Builder:

Name of Construction Firm: ___

Address: ___

Contractor's Federal I.D. #: ___

Construction Contractor's Board Registration No.: ___

Name of Architectural Firm: ___

Address: ___

Architect's Federal I.D. #: ___

_____
Signature of Authorized Representative of Design/Builder

Title_____

Date_____

OWNER:

State of Oregon acting by and through the Oregon
State Board of Higher Education on behalf of the
University of Oregon

By _____
Jamie Moffitt *(Provide appropriate signatory based upon signature authority)*
Its _ Vice President for Finance and Administration/Chief Financial Officer

Date_____

EXHIBIT A

EARLY WORK CONSTRUCTION DOCUMENTS

(Attach Index of Plans and Specifications used to establish EWA)

EXHIBIT B

EARLY WORK PRICE BREAKDOWN

(Attach Support Documentation)

EXHIBIT C

AMENDMENT COST BREAKDOWN MATRIX

(Attach Exhibit C Excel Form)

EXHIBIT F

GMP Amendment

*(Fill out all **Highlighted** areas and delete Italic Notations)*
AMENDMENT #__

GMP AMENDMENT TO DESING/BUILD CONTRACT 50-xx-xx

THIS GMP AMENDMENT IS BETWEEN:

OWNER:	**The State of Oregon, acting by and through the Oregon State Board of Higher Education (OSBHE) on behalf of the University of Oregon**
And	
DESIGN/BUILD CONTRACTOR (referred to as Contractor in the OUS General Conditions and herein referred to as "the Design/Builder"):	***(Contractor name)*** ***(address)*** ***(City, State and zip)***
The Project is:	***(Project Name)*** __ **UO Project #50-xx-xx**

Date of Original Design/Build Contract ("Contract"):___

Date of this Amendment: ___

The Owner and Design/Builder hereby amend the Contract as set forth below. Capitalized terms not otherwise used herein shall have the meanings given in the Contract. Except as amended hereby, the Contract remains in full force and effect.

1. WORK ADDED BY THIS GMP AMENDMENT. In accordance with Article 5.16 of the Design/Build Contract, the Owner and the Design/Builder hereby agree that the Design/Builder shall perform the Contract Work generally described below.

(Generally describe scope of work here. Attach Exhibit A Construction Documents and Specifications.)

2. PRICE OF WORK ADDED BY THIS GMP AMENDMENT. The maximum price for the Work added by this GMP Amendment which is described in the Construction Documents listed in **Exhibit A** is stated below. The cost breakdown for the maximum price is shown in **Exhibit C** and consists of the following elements which are specifically described in Paragraph 3:

(a)	Estimated Cost of Work added by this GMP Amendment	$	_
(b)	Maximum not-to-exceed Costs for General Conditions Work added by this GMP Amendment	$	_
(c)	Design/Build Fee for Work added by this GMP Amendment (___**%** of the sum of 2(a) plus 2(b))	$	_
(d)	Maximum Price of Work added by this GMP Amendment	$	_

3. COST ELEMENTS OF THE PRICE OF WORK ADDED BY THIS GMP AMENDMENT. This maximum price for Work added by this GMP Amendment includes the following elements:

(a) The estimated Cost of the Work stated in Paragraph 2(a) (which includes the Design/Builder's Contingency), as Design/Builder will be paid for performance of the Work in accordance with the payment provisions set forth in Section E of the General Conditions. Performance of the Work by Design/Builder will be compensated on a cost reimbursement basis during the performance of the Work added by this GMP Amendment, but in no event shall Design/Builder receive more than the maximum amount stated in Paragraph 2(a) for completing the Work under this GMP Amendment.

(b) The maximum not-to-exceed Costs for General Conditions Work attributable to the Work added by this GMP Amendment which shall not exceed the maximum not-to-exceed amount stated in Paragraph 2(b). The actual cost for General Conditions Work attributable to the Work added by this GMP Amendment shall be paid to Design/Builder during performance of the Work added by this GMP Amendment on a cost reimbursement basis, beginning with the first progress billing after commencement of the scheduled Construction Phase.

(c) The Design/Build Fee amount stated in Paragraph 2(c) which is an estimated amount based on the estimated Cost of the Work stated in Paragraph 2(a) plus the General Conditions Work amount stated in Paragraph 2(b). The Design/Build Fee to be paid for Work added by this GMP Amendment will be determined by multiplying the Design/Build Fee percentage (___**%**) times the actual cost of the Work added by this GMP Amendment (including, the Design/Builder's Contingency) plus the actual Costs for General Conditions Work. The Design/Build Fee will be paid to Design/Builder ratably with each application for payment based on the actual Cost of the Work invoiced during the performance of the Work beginning with the first progress billing after commencement of the scheduled Work added by this GMP Amendment. Notwithstanding that the Design/Build Fee is calculated based on the actual Cost of the Work (including Design/Builder's Contingency) plus the actual Costs for General Conditions Work

during the performance of the Work added by this GMP Amendment, the total Design/Build Fee to be paid at completion of the Project for all Work performed under all Early Work Amendments and this GMP Amendment will be based on the estimated Cost of the Work (including the Design/Builder's Contingency) plus the maximum Costs for General Conditions Work, all as identified in prior Early Work Amendments and in this GMP Amendment, as summarized in Paragraph 6 below.

4. BASIS FOR WORK ADDED BY THIS GMP AMENDMENT. The Work added by this GMP Amendment is based on the construction documents attached as **Exhibit A**- listed below, which are by this reference incorporated herein:

5. BONDING. The Design/Builder shall increase the amount of the performance and payment bonds previously provided in connection with this Design/Build Contract, or provide to Owner additional performance and payment bonds, as required by Section G of the General Conditions, the amount of such increase of each existing bond, or the amount of each new bond, to equal or exceed the maximum price for the Work added by this GMP Amendment stated in Paragraph 2(d), prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment.

6. GMP. The parties agree that the GMP for the Project is **$___**, consisting of the Preconstruction Fee, the estimated Cost of the Work, the maximum not-to-exceed Costs for General Conditions Work, and the Design/Build Fee (stated as a fixed dollar lump sum amount), as follows:

Preconstruction Fee:	$ _
Estimated Cost of Work (ECOW):	$ _
Maximum Costs for General Conditions Work:	$ _
Design/Build Fee for the Project:	$ _
GMP (Total of above categories):	$ _

For purposes of determining the Design/Build Fee for the entire Project, the sum of the estimated Cost of the Work (which includes the Design/Builder's Contingency) plus the total Costs for General Conditions Work is multiplied by the Design/Build Fee percentage of **___%** which results in the totals stated above and in the chart below for all Early Work Amendments and this GMP Amendment. The total Design/Build Fee stated below that will be paid at Project completion will be adjusted by crediting against that amount the Design/Build Fees paid to Design/Builder under the prior Early Work Amendments and this GMP Amendment, as provided in Article 5.16 of the Contract. Totals are described in **Exhibit D** of this GMP Amendment.

7. BASIS OF GMP FOR THE PROJECT. The GMP for the Project is based on the GMP Supporting Documents attached as **Exhibit C** - listed below, which are by this reference incorporated herein, including the Allowances, attached as **Exhibit B**, assumptions and exclusions designated therein.

8. PLANS AND SPECIFICATIONS. The Plans and Specifications for the Project are as identified in the GMP Supporting Documents. Design/Builder shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.

9. SUBSTANTIAL AND FINAL COMPLETION DATE. Notwithstanding any provision in the Contract Documents or GMP Supporting Documents to the contrary, the required date for Substantial Completion of the Work shall be ___ the required date for Final Completion of the Work shall be ___, as described in the Construction Schedule attached as **Exhibit E**.

10. REMAINING PROVISIONS. Except as amended herein, all provisions of the Design/Build Contract shall remain in full force and effect, including Article 5 regarding establishment of the GMP.

11. TAX COMPLIANCE. By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Design/Builder and that Design/Builder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

(NOTE: Add Section 12 "Prevailing Wage Rates" here. It should be the exact language from Section 8 of the Early Work Amendment language. This should only be added to the GMP Amendment if NO Early Work Amendments were issued as part of the project.)

(Signatures on following page.)

THIS AMENDMENT is executed in two original copies of which one is to be delivered to the Design/Builder, and the remainder to Owner.

Design/Builder:

Name of Construction Firm: ___

Address: ___

Contractor's Federal I.D. #: ___

Construction Contractor's Board Registration No.: ___

Name of Architectural Firm: ___

Address: ___

Architect's Federal I.D. #: ___

_____
Signature of Authorized Representative of Design/Builder

Title_____

Date_____

OWNER:

State of Oregon acting by and through the Oregon
State Board of Higher Education on behalf of the
University of Oregon

_____
Signature of Owner's Authorized Representative
Jamie Moffitt *(Provide appropriate signatory based upon signature authority)*

Title: Vice President of Finance and Administration and CFO

Date_____

EXHIBIT A

Index of Plans & Specifications

(Attach Index of Plans and Specifications used to establish GMP)

EXHIBIT B

Allowance Summary

(Attach Allowance Summary. If one does not exist, mark this page "RESERVED")

EXHIBIT C

GMP Cost Breakdown, Assumptions, and Clarifications made in preparing the Guaranteed Maximum Price

(Attach Support Documentation)

EXHIBIT D

Amendment Cost Breakdown Matrix

(Attach Exhibit D Excel Form)

EXHIBIT E

Construction Schedule

(Attach Construction Schedule)

EXHIBIT G

SCHEDULES OF PAYMENT FOR DESIGN SERVICES, PRE-CONSTRUCTION SERVICES, ADDITIONAL SERVICE RATES AND REIMBURSABLE EXPENSES

PHASE	Percentage	Fee
5.10 (PV&CD) Program Verification and Concept Design Phase	10%	$ xx,xxx
5.11 (SD) Schematic Design	20%	$ xx,xxx
5.12 (DD) Design Development Phase	20%	$ xx,xxx
5.13 (95% CDs) 95% Construction Documents	20%	$ xx,xxx
5.16 (CCD) Corrected/Conformance Document Set	5%	$ xx,xxx
7.8 (B/N) Bidding and Award Phase	2%	$ xx,xxx
7.9 (CA) Construction Administration Phase	20%	$ xx,xxx
7.9.11 (SC) Substantial Completion Deliverables	1%	$ xx,xxx
7.9.12 (FC) Final Completion Deliverables	1%	$ xx,xxx
7.9.14 (PO) Post Occupancy Inspection & Report	1%	$ xx,xxx
SUB-TOTAL FEES	**100%**	**$ xx,xxx**
7.2.1 Not-To-Exceed Allowance for Reimbursable Expenses		$ xx,xxx
TOTAL BASIC SERVICE FEES		**$ xx,xxx**

NOTES

1. Fee % indicates proportion of lump sum items to the Sub-Total.
2. A portion of the SD fee may be distributed to program verification and concept design (PV&CD) phase site investigations, program reviews and as-built surveys.
3. Bidding/Negotiation Phase fees will be paid in increments based on actual bid packages. These bid packages will be developed after the Project has progressed, and the payment schedule for Bidding/Negotiation Phase fees will be determined at that time.
4. Construction Administration Phase payments to be paid in monthly increments in proportion to payments made for The Work.

8.3 Pre-Construction Services Fee

For pre-construction services, the lump sum amount of $ xx,xxx, to be paid in the disbursements shown at the satisfactory completion of the following phases:

PHASE	Percentage	Fee
(PV&CD) Program Verification and Concept Design Phase	20%	$ xx,xxx
(SD) Schematic Design	25%	$ xx,xxx
(DD) Design Development/GMP Conformed Set	25%	$ xx,xxx
(95% CD) 95% Construction Documents	20%	$ xx,xxx
100% Conformed Construction Set	10%	$ xx,xxx
TOTAL FEES	**100%**	**$ xx,xxx**

6.3 Additional Design Services Rates (Can be supplemented based upon structure of D/B Team)

Architect

Principal Architects	$
Registered Architects	$
Intern Architects	$
CAD Technician	$
Clerical Support	$

MEP Engineer

Principal Engineers	$
Registered Engineers	$
Intern Engineers	$
CAD Technician	$
Clerical Support	$

Other Consultant

Principal Engineers	$
Registered Engineers	$
Intern Engineers	$
CAD Technician	$
Clerical Support	$

8.2.1 Reimbursable Expenses:

The Owner shall reimburse the Architect for any allowable Reimbursable Expenses, up to a maximum amount of $_____.

Reimbursable expenses for the Project mean actual direct expenditures (without overhead, fee, markup or profit) made by Architect and the Consultants in the interest of the Project for the following items: long-distance communications; reproductions, postage and handling of plans, drawings, specifications and other documents (excluding reproductions for the office use of Architect and the Consultants); mileage and travel expenses more particularly described below; data processing and photographic production techniques; and renderings, models and mock-ups requested by Owner. The Reimbursable Expenses will be reimbursed at cost, except travel expenses. Charges for travel expenses will be reimbursed at cost, but not in excess of the rate allowed State of Oregon employees. Travel expenses are only reimbursable when services are rendered in excess of 25 miles from Architect's or Consultant's office. As of the date of this Agreement, these rates are as follows:

Item:	**Rate:(Effective January 1, 2014)**
Air fare (coach class only) and car rental	At cost
Personal car mileage	$0.565 per mile
Lodging	$118.00 per night excluding tax

Meals: (documentation not required) (reimbursable only when associated with overnight travel)	
Breakfast	$13.00
Lunch	$13.00
Dinner	$26.00
Printing, photography, long distance telephone charges and other direct expenses	At cost

Architect must retain documentation of actual expenditures when requesting reimbursement of allowable expenses, except meals. No documentation of Reimbursable Expenses is required at time of invoice, although Owner reserves the right to audit at any time (see **Article 10**).

EXHIBIT H

OUS General Conditions and Supplemental General Conditions

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.

TABLE OF SECTIONS

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 an Change Orders.

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 of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the public contracting agency under such contract.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

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

(a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or

(b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and

(c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

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

SECTION D
CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A 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 an 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 s cope 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

SUPPLEMENTAL GENERAL CONDITIONS

To The

GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS

Contract No. _____
Project Name _____

The following modify the July 2012 Oregon University System General Conditions for Public Improvement Contracts ("OUS Public Improvement General Conditions") for this Contract. Where a portion of the OUS Public Improvement General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.

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

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Retainer Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. Notwithstanding the first sentence of this paragraph, Owner shall pay for the following: Plan check fees and permit fees required for the general building permit, systems development charges, and building department inspection fees. Notwithstanding the foregoing, however, Contractor shall obtain all permits, licenses and fees required for the construction of the Work.

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

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments

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

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

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