



**OREGON INSTITUTE OF TECHNOLOGY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY  
INVITATION TO BID #2014-01  
College Union, Residence Hall, and Learning Resource Center Re-Roof Project**

**Publish Date: March 7, 2014  
BID Closing Date/Time: April 1, 2014, 1:00 PM, Pacific Time**

The Oregon Institute of Technology ("Oregon Tech") is accepting sealed bids for a public improvement project at 3201 Campus Drive, Klamath Falls, OR 97061 for the College Union, Learning Resource Center and Residence Hall Re-Roof Project. The Bid Closing Date/Time is April 1, 2014, 1:00 PM, Pacific Time. Bids must be submitted to:

Procurement and Contract Services  
Snell Hall, Room 112  
3201 Campus Drive  
Klamath Falls, OR 97601

A **mandatory pre-bid conference** will be conducted on March 17, 2014 at 1:00 PM. Bidders shall meet with Oregon Tech Representatives in the Sunset Conference Room of the College Union located at 3201 Campus Drive, Klamath Falls, OR for that purpose. Attendance will be documented through a sign-in sheet prepared by the Oregon Tech representative. Prime bidders who arrive more than 5 minutes after start of time of the meeting (as stated in the solicitation and by the Oregon Tech representative's watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project.

Bids will be opened and publicly read aloud on April 1, 2014 at 1:15 PM, in Room 112 of Snell Hall, located at 3201 Campus Drive, Klamath Falls, OR, by the Oregon Tech representative or designee.

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

All bidders must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870. All bidders must be registered with the Construction Contractor's Board at the time of bid submission. No bid will be considered unless fully completed in the manner provided in the "Instructions to Bidders" upon the Bid Form provided and accompanied by Bid Security. OUS encourages bids from Minority, Women, and Emerging Small Businesses.

Questions may be submitted to:

George Marlton  
Exec. Dir. Procurement Contracts & Risk  
27500 SW Parkway Ave.  
Wilsonville, OR 97070  
503-821-1277  
[Purchasing@oit.edu](mailto:Purchasing@oit.edu)

**OREGON UNIVERSITY SYSTEM  
OREGON INSTITUTE OF TECHNOLOGY  
PUBLIC IMPROVEMENT CONTRACT INSTRUCTIONS TO BIDDERS**

Table of Contents

<u>Article</u>	<u>Title</u>
1.	Scope of Work
2.	Examination of Site and Conditions
3.	Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications
4.	Security to Be Furnished by Each Bidder
5.	Execution of Bid Bond
6.	Execution of the Bid Form
7.	Prohibition of Alterations to Bid
8.	Submission of Bid
9.	Bid Closing and Opening of Bids
10.	Acceptance or Rejection of Bids by Owner
11.	Withdrawal of Bid
12.	Execution of Contract, Agreement, Performance Bond and Payment Bond
13.	Recyclable Products
14.	Request for Clarification or Protest of the Solicitation Document or Specifications

**INSTRUCTIONS TO BIDDERS**

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

**Article 1. Scope of Work**

The work contemplated under this contract with the

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

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

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

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

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

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

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

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

closing. The prospective bidder submitting the request will be responsible for its prompt delivery.

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

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

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

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

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

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

described in Article 10 hereof. Should the successful bidder fail to execute and deliver the contract as provided for in Article 12, including a satisfactory performance bond and payment bond within 20 calendar days after the bid has been accepted by the Owner, then the contract award made to such bidder may be considered canceled and the bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Award.

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

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

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

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

Each bid shall be made in accordance with the sample Bid Form accompanying these instructions; the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in

Article 5C above; numbers pertaining to base bids shall be stated both in writing and in figures; the bidder's address shall be typed or printed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Owner will provide the successful bidder with contract forms within 10 calendar days after the award of the Contract. The bidder is required to execute the contract

forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within 7 calendar days after the award of the contract. The contract forms shall be delivered to the Owner in the number called for and to the location as noted in the Notice of Award.

## **Article 13. Recyclable Products**

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

## **Article 14. Clarification or Protest of the Solicitation Document or Specifications**

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in OAR 580-061-0100 and 580-061-0145 to:

George Marlton  
Exec. Dir. Procurement Contracts & Risk  
27500 SW Parkway Ave.  
Wilsonville, OR 97070  
503-821-1277  
[Purchasing@oit.edu](mailto:Purchasing@oit.edu)

**OREGON UNIVERSITY SYSTEM  
OREGON INSTITUTE OF TECHNOLOGY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**College Union, Residence Hall, and Learning Resource Center Re-Roof Project**

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

- 1.** Oregon Tech reserves the right to award a contract and proceed with only one or more of the Scopes (College Union, Residence Hall, or Learning Resource Center). It is the preference to complete all Scopes under one project, however, if the overall project exceeds budgets, the project will need to be broken down to meet budget constraints.

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

**Project: College Union, Residence Hall, and Learning Resource Center Re-Reroof**

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

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

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

**WHEREAS**, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. BID #2013-03) for the project identified as: College Union and Learning Resource Center Re-Roof which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

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

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

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

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

BY ATTORNEY-IN-FACT:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

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

OUS CAMPUS: Oregon Institute of Technology  
PROJECT: College Union, Residence Hall, and Learning Resource Center Re-Reroof  
BID CLOSING: April 1, 2014, 1:00 PM, Pacific Time

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

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

- \_\_\_ a. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_; or
- \_\_\_ b. A partnership registered under the laws of the State of \_\_\_\_\_; or
- \_\_\_ c. A corporation organized under the laws of the State of \_\_\_\_\_; or
- \_\_\_ d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

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

1. College Union (TPO – 15 year warranty):  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)
2. Learning Resource Center (TPO – 15 year warranty):  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)
3. Residence Hall (TPO – 15 year warranty):  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

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



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

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

**ALTERNATE #1 to Basic Bid #1:** College Union (TPO – 20 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #1 to Basic Bid #2:** Learning Resource Center (TPO – 20 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #1 to Basic Bid #3:** Residence Hall (TPO – 20 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #2 to Basic Bid #1:** College Union (PVC – 15 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #2 to Basic Bid #2:** Learning Resource Center (PVC – 15 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #2 to Basic Bid #3:** Residence Hall (PVC – 15 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #3 to Basic Bid #1:** College Union (PVC – 20 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #3 to Basic Bid #2:** Learning Resource Center (PVC – 20 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #3 to Basic Bid #3:** Residence Hall (PVC – 20 year warranty)  
ADD or DEDUCT: \$ \_\_\_\_\_

3. The work shall be completed within the time stipulated and specified in the Plans and Specifications.

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

5. The Undersigned agrees, if awarded the Contract, to execute and deliver to the Oregon Institute of Technology on behalf of the Board, within seven (7) calendar days after receiving the Contract forms, an Agreement Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

\_\_\_\_\_.

(name of surety company - not insurance agency)

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

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

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

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

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

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

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

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

13. Contractor's Project Manager for this project is: \_\_\_\_\_,

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_.

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

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

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Sole Individual

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

Partner

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

Authorized Officer of Corporation

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

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

## OREGON UNIVERSITY SYSTEM PUBLIC IMPROVEMENT AGREEMENT FORM

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

WITNESSETH:

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

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

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

- OUS General Conditions dated July 1, 2012
- Prevailing Wage Rates
- Payroll and Certified Statement Form
- Plans, Specifications and Drawings
- Performance Bond and Payment Bond

### 2. Representatives.

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

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

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

### 3. Key Persons.

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

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

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

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

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

### 4. Contract Dates.

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

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

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

### 5. Tax Compliance.

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

**6. Integration**

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

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

CONTRACTOR DATA:

**(Insert Contractor Name & Address)**

CONTRACTOR NAME \_\_\_\_\_  
CONTRACTOR FEDERAL TAX ID # \_\_\_\_\_  
CONTRACTOR CCB # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

CONTRACTOR SIGNATURE

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

\_\_\_\_\_  
Print Name Title

STATE OF OREGON acting by and through the  
OREGON STATE BOARD OF HIGHER EDUCATION  
on behalf of the Oregon Institute of Technology

By \_\_\_\_\_  
Name/Title Date

By \_\_\_\_\_  
Name/Title Date

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

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

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

*\* If using multiple sureties*

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**SURETY:** \_\_\_\_\_  
*[Add signatures for each surety if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

**OREGON UNIVERSITY SYSTEM**

**STANDARD PUBLIC IMPROVEMENT CONTRACT**

**PAYMENT BOND**

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

Solicitation \_\_\_\_\_

Project Name \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BY ATTORNEY-IN-FACT:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

OREGON INSTITUTE OF TECHNOLOGY  
PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: COLLEGE UNION, RESIDENCE HALL AND LEARNING RESOURCE  
CENTER RE-ROOF

Project Completion: All Work may begin on June 16, 2014 and must be completed by September 7, 2014. The Contractor shall coordinate priority of roof projects to minimize disturbance to campus activities. The final project timeline for the selected Contractor will be agreed upon during the kick-off meeting.

Project Scope: This Project is to re-roof the College Union, Residence Hall and the Learning Resource Center. The Basic Bid is for a TPO material roof with a 15 year manufacturer warranty and as further specified in these Plans and Specifications.

There are three alternatives to the Basic Bid. Alternate #1 is for a TPO material roof with a 20 year manufacturer warranty. Alternate #2 is for a PVC material roof with a 15 year manufacturer warranty. Alternate #3 is for a PVC material roof with a 20 year manufacturer warranty.

The Scope further includes the following plans, specifications and drawings:

Specifications dated July 8, 2013

College Union A0.0

College Union A1.0

College Union A2.0

College Union A2.1

College Union G0.0

College Union ASI-1.0

LR Center A0.0

LR Center A1.0

LR Center A2.0

LR Center G0.0

Residence Hall A0.0

Residence Hall A2.0

Residence Hall G0.0

Residence Hall A1.0

**PROJECT**

Roofing Replacements at Library Resources  
Center & College Union Buildings,  
Oregon Institute of Technology  
3201 Campus Drive  
Klamath Falls, OR 97601

**OWNER**

Oregon University System  
Office of Facilities Planning  
P.O. Box 3175  
Eugene, OR 97403

**Represented by:**

University Facilities & Capital Planner  
Oregon Institute of Technology  
3201 Campus Drive  
Klamath Falls, OR 97601  
Project Manager: Ken Kiest  
Direct Phone: (541) 885-1225  
Cell Phone: (541) 539-0849

**ARCHITECT**

Oregon Architecture, Inc.  
221 W. 10th St.  
Medford, OR 97501  
Project Architect: Mark McKechnie, AIA  
Phone: (541) 772-4372  
Fax: (541) 499-6329

**SPECIFICATIONS CONSULTANT**

Paul Edlund, FCSI  
1643 Oak Street  
Eugene, OR 97401  
Proj. Consult.: Paul Edlund, FCSI/CCS/AIA Emeritus  
Phone: (541) 485-1941  
Fax: (541) 343-8466

**Date:** July 8, 2013



## **TABLE OF CONTENTS**

This Project Manual has been organized under the format of the Construction Specifications Institute (CSI). Section numbers are listed merely for identification, and may not be consecutive. The Contractor shall check the contents of this Manual against the Table of Contents to assure that this volume is complete.

### **DIVISION 5 – METALS**

05500 Miscellaneous Fabricated Steel

### **DIVISION 7 – MOISTURE PROTECTION**

07530 Single Ply Roofing

07620 Sheetmetal Flashing & Trim

END OF TABLE

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- PART 1 - GENERAL

- CONTRACT CONDITIONS

- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.

- ALTERNATES

- Refer to Bidding Documents for possible effect upon Work of this Section.

- ABBREVIATIONS

- **AISC:** American Institute of Steel Construction; One East Wacker Dr.; Suite 700; Chicago, IL 60601-1802; (866) 275-2472.

- **ANSI:** American National Standards Institute; 1819 L St. NW; 6<sup>th</sup> Floor; Washington DC 20036; (202) 293-8020.

- **ASTM:** American Society for Testing and Materials; 100 Barr Harbor Dr.; West Conshohocken, PA 19428; (610) 832-9585

- COORDINATION

- Coordinate with other Trades affecting or affected by Work of this Section.

- SHOP DRAWINGS

- Show locations, critical dimensions, required clearances, construction details, installation methods including any splices, attachments, and anchors.

- PRODUCT DELIVERY

- Include all required Bolts and other Fastening Devices.

- PRODUCT STORAGE & HANDLING

- Store Fabricated Steel above ground on Platforms, Skids, or other approved Supports.

- Store other Materials in weather-tight and dry locations.

- Store packaged Materials in original unbroken Containers.

- Protect against damage and discoloration.

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- PART 1 - GENERAL

- FIELD MEASUREMENTS

- Verify prior to fabrication.
- If field measurements differ slightly from Drawing dimensions modify Work as required for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.

- PART 2 - PRODUCTS

- STEEL PIPE

- Manufacturing Standard: ASTM A-53
- Type:
  - Where Exposed to View: S
  - Where Concealed from View: E
- Grade: A

- THREADED FASTENERS

- Manufacturing Standard:
  - Bolts & Nuts: ASTM A 307, Grade A
  - Washers: ANSI Standard B 27
- Size & Spacing: See Drawings
- Finish: Manufacturer's standard

- ANCHOR BOLTS

- Manufacturing Standard ASTM F-1554
- Grade: 36
- Size: See Drawings

- WELDING ELECTRODES

- Series: E-70
- Type: Satisfy conditions of use



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- PART 2 - PRODUCTS

- FABRICATION

- General:

- Punch and shear to leave clean Surfaces.
- Weld permanent Connections, and grind exposed Welds smooth; or at Contractor's option make Connections with Mechanically-fastened Unions. If and when Mechanical Fasteners are used, countersink Heads, draw up tight, and nick Threads to prevent loosening.
- Provide Holes and Connections for Work of other Trades.
- Cut abutting Members to fit with full bearing contact.
- Form Elbows and Bends to uniform radii, free from buckles and twists, and with finished Surfaces smooth.
- Miter and cope Member intersections within 2°, fit to within 0.02 inches, and weld all around.
- Where exposed to weather, form to exclude water; allow for expansion and contraction.

- Railings:

- 1-1/2 inch outside diameter, unless otherwise shown on Drawings.
- Fabricate to true lines.
- Close exposed Open Railing Ends with 3/16 inch Welded Plate or Prefabricated Fitting.

- FABRICATION TOLERANCES

- Maximum deviation of individual Members from dimensions shown on Drawings as follows:
  - Overall length of Members with both ends finished for compact bearing: 1/32 inch
  - Overall length of Members without finished ends:
    - For Members up to 30 ft. long: 1/16 inch
    - For Members over 30 ft. long: 1/8 inch
- Twists, Bends, & Kinks: Unacceptable

- SHOP TREATMENT

- Surface Preparation:

- Remove Grease, Oil, Dirt, loose Rust, loose Mill Scale, and any other bond-reducing Materials.
- Within 8 hours of Surface Preparation, apply the following:

- Finish Treatment:

- Material: Powder-coated Enamel
- Color: Selected by Owner after Contract award.

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- PART 3 - EXECUTION

- EXISTING CONDITIONS

- Verify that Surfaces and Structures to receive Fabricated Steel are accurately sized and located, square, plumb, true, rigid, secure, and otherwise properly prepared.
- Prior to starting Work, notify General Contractor about defects requiring correction.
- Do not start Work until conditions are satisfactory.

- PROTECTING WORK OF OTHER SECTIONS

- Protect against damage and discoloration caused by Work of this Section.

- INSTALLATION

- General:

- Follow approved Shop Drawings.
- Install to true lines, plumb and level, and as detailed or required for rigidity and permanence.

- Railings:

- Set true within 1/8 inch per 12 ft.; Brace as required.
- Secure as shown on Drawings

- TOUCH UP

- Touch up damaged Paint Surfaces with matching Paint. Apply in accordance with Paint Manufacturer's instructions.

- PRODUCT CLEANING & REPAIRING

- Including Work of other Trades, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.
- Remove Debris from Project Site upon Work completion, or sooner if directed.

END OF SECTION

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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- EXTENT OF WORK
- At both College Union Building & Library-Resource Center:
  - Remove existing Ballast and dispose on Campus where directed.
- At College Union Building where located on Drawings:
  - Remove and replace entire existing Roofing Assembly
  - Remove existing Roofing Assembly down to Insulation Board, and replace Roofing.
- At Library-Resource Center:
  - Remove existing Roofing Assembly down to Insulation Board, and replace Roofing.
- RELATED WORK SPECIFIED IN OTHER SECTIONS
- Sheetmetal Flashing & Trim: Section 07620
- ALTERNATES
- Refer to Bidding Documents for possible effect upon Work of this Section.
- REFERENCED SPECIFICATIONS
- Roofing:
  - Unless otherwise specified, comply with applicable portions of Recommended Performance Criteria for Elastomeric Single Ply Roof Membrane System document ME-20, published by Midwest Roofing Contractors Assn.; 1000 Power & Light Bldg.; Kansas City, MO 64105. Copies of Specification can be obtained from Association.
  - Wherever the word "should" appears it shall mean "shall".
- Thermal Roof Insulation:
  - Test Method for determining Aged Thermal Resistance Values (R) of Insulation: 15 year time-weighted Long Term Thermal Resistance (LTTR) average as stipulated in ASTM C-1289.

- 1 • PART 1 - GENERAL  
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4 • COORDINATION  
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6 • Coordinate with other Trades affecting or affected by Work of this Section.  
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9 • REGULATORY AGENCY REQUIREMENTS  
10  
11 • Comply with Wind Uplift and other Building Code requirements if more restrictive  
12 than those specified herein. Notify Architect about differences before starting work.  
13 • Comply with OSHA Fall Protection Requirements.  
14 • Label Products indicating compliance with U.L. fire-resistive requirements specified in  
15 Building Code.  
16  
17  
18 • LAYOUT DRAWINGS  
19  
20 • Submit three copies.  
21 • Include Roof outline, Splice locations, Penetrations, and Edge details.  
22 • Include Membrane Manufacturer's approval of Drawings.  
23  
24  
25 • MANUFACTURER'S INSTRUCTIONS  
26  
27 • Submit to Architect: 1 copy of Manufacturer's Installation Instructions  
28 • Submit to General Contractor for inclusion in Owner's Maintenance Manual:  
29 Manufacturer's Maintenance Instructions including recommended materials for flashing,  
30 splicing, and bonding.  
31  
32  
33 • MANUFACTURER'S CERTIFICATIONS  
34  
35 • Submit evidence of the following:  
36 • That Roofer is Manufacturer-trained and Manufacturer-approved to perform  
37 this Work:  
38 • To each General Contractor Bidder: With each Subbid Proposal.  
39 • To Architect: Prior to ordering Products.  
40 • That Manufacturer has reviewed and approves this Specification:  
41 • To Architect: Prior to ordering Products.  
42 • Immediately following Work completion, submit to Architect:  
43 • Certification that Manufacturer's Representative has inspected Work prior to,  
44 during, and after Work completion, and that Work complies with these  
45 Specifications and Manufacturer's instructions.  
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- 1 • PART 1 - GENERAL  
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- 4 • PRE-INSTALLATION MEETING  
5
- 6 • Prior to starting work, Roofer shall arrange meeting to clarify any questions about  
7 Specifications, details, and other application requirements.  
8 • Representatives of the following shall attend:  
9 • Roofing Contractor  
10 • Roofing Manufacturer  
11 • General Sheetmetal Subcontractor  
12  
13
- 14 • PRODUCT DELIVERY, STORAGE, & HANDLING  
15
- 16 • Deliver in unopened original packaging, with Manufacturer's legible labels thereon.  
17 • Protect against damage, discoloration, and moisture.  
18 • Do not cut, tear, or puncture Roofing.  
19 • Store under Protective Coverings and above ground on Pallets.  
20 • Store Adhesives and Flashing Materials between 60°F and 80°F for at least 4 hours  
21 immediately prior to installation.  
22 • Protect Foam Insulation against Fire and direct Sunlight exposure.  
23 • Protect Foam Insulation edges against crushing and breaking.  
24 • Do not stack Foam Insulation higher than 8 ft.  
25 • Maintain clear aisle space between Foam Insulation Stacks to facilitate Fire Suppression.  
26 • Weight Foam Insulation as required to prevent wind-induced damage.  
27 • Do not overload Building Structure with stored Materials.  
28  
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- 30 • WEATHER REQUIREMENTS  
31
- 32 • Comply with Manufacturer's recommendations.  
33  
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- 35 • FIELD MEASUREMENTS  
36
- 37 • Verify prior to fabrication.  
38 • If field measurements differ slightly from Drawing dimensions modify Work as required  
39 for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.  
40  
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- 42 • ADVANCE NOTICES  
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- 44 • Notify Architect and Roofing Manufacturer at least 2 working days before starting work.  
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- PART 1 - GENERAL
  
- WORK WARRANTY
  
- Roofing and Flashings are subject to 2 year Warranty called for in Supplementary Conditions.
- Roofer is responsible for proper placement of Metalwork, which has been provided by other Trades, and is in contact with Roofing.
  
- MAINTENANCE WARRANTY
  
- Prior to Final Project Acceptance submit in the proper format the following Warranties for inclusion in Owner's Maintenance Manual:
  - We, the undersigned, do hereby warrant Single Ply Roofing and related Roof Insulation and Flashing against failure under normal usage as may occur within the following time periods after Project Substantial Completion date, and defective Work will be repaired or replaced at no additional cost to Owner:

- 2 Years: Defective Labor, Materials and Workmanship including any resulting damage to Building Materials and/or Building Contents.

ROOFING CONTRACTOR \_\_\_\_\_  
By: \_\_\_\_\_

- 15 Years: Defective Materials and Workmanship, but not including any damaged Building Materials or Building Contents.

ROOFING MANUFACTURER: \_\_\_\_\_  
By: \_\_\_\_\_

ROOFING CONTRACTOR: \_\_\_\_\_  
By: \_\_\_\_\_

- ALTERNATE BID – 20 years: Defective Materials and Workmanship, but not including any damaged Building Materials or Building Contents.

ROOFING MANUFACTURER: \_\_\_\_\_  
By: \_\_\_\_\_

ROOFING CONTRACTOR: \_\_\_\_\_  
By: \_\_\_\_\_

- 1 • PART 2 - PRODUCTS
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- 4 • VAPOR RETARDER
- 5
- 6 • Owens Corning Permastop, Fortifiber Vaporstop 298, Reef Griffolyn, or approved.
- 7
- 8
- 9 • ROOF INSULATION
- 10
- 11 • Manufacturer & Brand: Contractor's choice
- 12 • Insulating Material: Extruded Polystyrene Foam
- 13 • Manufacturing Standard: ASTM C-578
- 14 • Type: HCFC-free with zero Ozone-depletion
- 15 • Minimum Compressive Strength: 15 psi
- 16 • Minimum Overall Thickness: 4 inches
- 17
- 18
- 19 • INSULATION PROTECTION BOARD
- 20
- 21 • Manufacturer & Brand: G-P DensDeck Prime Roof Board, JM Invinsa Roof Board, or
- 22 approved.
- 23 • Thickness: 1/2 inches
- 24 • Flame Spread Rating: 0
- 25 • Smoke Development Rating: 0
- 26 • Extent of Work: Provide over Thermal Insulation to receive Roofing.
- 27
- 28
- 29 • CRICKET FORMING BOARD
- 30
- 31 • Material: Polyisocyanurate Insulation Board, or approved.
- 32 • Manufacturer: Contractor's choice
- 33 • Minimum Density: 1-1/2 pcf
- 34 • Shape: Tapered 1/2 inch per ft., minimum.
- 35 • Extent of Work: Provide where necessary to form Roof Slope Crickets.
- 36
- 37
- 38 • ROOFING MEMBRANE
- 39
- 40 • Manufacturer & Brand: Carlisle Sure-Weld, Firestone UltraPly, JM UltraGuard,
- 41 Stevens EP, or approved.
- 42 • Material: Reinforced Thermoplastic Polyolefin (TPO)
- 43 • Manufacturing Standard: ASTM D-6878
- 44 • Minimum UL 790 Fire-resistiveness Class: A
- 45 • Color: White
- 46 • Minimum Solar Reflectance Index (SRI) after 3-years Weather Exposure: 0.74
- 47 • Thickness: 0.060 inches
- 48 • Attachment Method: Mechanically-attached

- 1 • PART 2 - PRODUCTS
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- 3
- 4 • ROOFING MEMBRANE (Cont.)
- 5
- 6 • Optional System:
- 7 • Contractor may at Contractor's option substitute the following:
- 8 • Manufacturer: Duro-Last, or approved.
- 9 • Material: PVC
- 10 • Manufacturing Standard: ASTM D-751
- 11 • Minimum UL 790 Fire-resistiveness Class: A
- 12 • Color: White
- 13 • Thickness: 0.050 inches
- 14 • Attachment Method: Mechanically-attached
- 15
- 16
- 17 • FLASHING MEMBRANE
- 18
- 19 • Material & Thickness: Recommended by Roofing Membrane Manufacturer for
- 20 conditions of use.
- 21 • Color: Match Roofing Membrane
- 22
- 23
- 24 • ADHESIVE, CEMENT, MASTIC, & SEALANT
- 25
- 26 • Furnished by Membrane Manufacturer.
- 27
- 28
- 29 • NAILING STRIPS, CURBS, & BLOCKING
- 30
- 31 • Materials: Recommended by Membrane Manufacturer for conditions of use
- 32 • Source: Furnished by Membrane Manufacturer
- 33
- 34
- 35 • FASTENERS
- 36
- 37 • Manufacturer & Type: Approved by Membrane Manufacturer
- 38 • Material: Non-corrosive
- 39 • Length: As required to satisfy conditions of use
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- 45 (Cont.)
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- 1 • PART 2 - PRODUCTS  
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4 • TRAFFIC PADS  
5  
6 • Manufacturer & Brand: Carlisle Walkway Pads, or approved.  
7 • Approximate Minimum Face Size: 30x30 inches  
8 • Extent of Work: Provide on Roof surface in 30 inch minimum wide strip around Roof-  
9 mounted Mechanical Equipment requiring maintenance and where necessary to connect  
10 Equipment with Roof Access Hatch where shown on Drawings.  
11  
12  
13 • OTHER MATERIALS  
14  
15 • Manufacturer & Type: Approved by Membrane Manufacturer  
16 • Extent of Work: Provide all required for complete weatherproof installation.  
17  
18  
19  
20 • PART 3 - EXECUTION  
21  
22  
23 • EXISTING CONDITIONS  
24  
25 • Verify that Surfaces to receive Roofing System are clean, smooth, sound, dry, and free  
26 of sharp edges, fins, grease, oil, water, ice, frost, foreign matter, and other conditions  
27 that could adversely affect Roofing execution and permanence, and are otherwise  
28 properly prepared.  
29 • Prior to starting Work notify Owner about defects requiring correction.  
30 • Do not start Work until conditions are satisfactory.  
31  
32  
33 • PROTECTION  
34  
35 • Protect other Work against damage and discoloration caused by Work of this Section.  
36 • Prevent Adhesive Solvent Fumes from being drawn into Building Ventilation System.  
37  
38  
39 • EXISTING ROOFING REMOVAL  
40  
41 • Before re-roofing, remove existing Roofing.  
42 • Disposition of Removed Existing Materials:  
43 • Removed Ballast: Collect and stockpile elsewhere on Campus where directed  
44 by Owner.  
45 • Other Materials: Remove from Campus, and lawfully dispose.  
46

(Cont.)

- 1 • PART 3 - EXECUTION  
2  
3  
4 • EXISTING ROOFING REMOVAL (Cont.)  
5  
6 • If repairs or replacement are required, Owner will issue Change Order authorizing Work  
7 to be performed, and Contract Sum and Contract Time will be adjusted accordingly.  
8 • If repairs or replacement are required, delay re-roofing until preparatory work is  
9 completed.  
10 • Allow no leaks into existing Building. If leaks should occur, repair or, when directed,  
11 replace any damaged Building Materials or Contents.  
12  
13  
14 • SURFACE PREPARATION  
15  
16 • Prior to roofing, remove from Materials to be reroofed, any oil, grease, debris,  
17 obstruction, snow, ice, moisture, or projections which could damage System.  
18  
19  
20 • VAPOR RETARDER INSTALLATION  
21  
22 • Apply, in accordance with Membrane Manufacturer's instructions, over Decks to  
23 receive Thermal Insulation.  
24 • Minimum Side Laps: 2 inches  
25 • Minimum End Laps: 6 inches  
26 • Seal Edge, Perimeter, and Penetration Laps with Adhesive.  
27  
28  
29 • INSULATION INSTALLATION  
30  
31 • General:  
32 • Apply in dry condition in accordance with Manufacturer's instructions and  
33 Regulatory Agency requirements.  
34 • Apply in 2 or more layers to specified overall thickness.  
35 • Stagger Joints between adjacent Insulation layers at least 8 inches.  
36 • Maximum Open Space between adjacent Insulation Sheets: 1/8 inch  
37 • Position long sides of Insulation Sheets with Continuous Joints. Stagger  
38 adjacent Transverse Joints.  
39 • Neatly cut and fit Insulation at Roof Edges and at any Vertical Projections  
40 through Insulation. Fill Open Spaces with Edge Expansion Strips.  
41 • Miter Insulation at any Ridges.  
42 • Do not damage Insulation edges or faces during installation.  
43 • At Sloping Insulation, if any, maintain the following:  
44 • 1/4 inch per ft. minimum slope.  
45 • Minimum specified thickness at Roof Drains.  
46 • Provide tapered Fiber Edge Strip at any exposed Insulation edges.  
47  
48 (Cont.)

- 1 • PART 3 - EXECUTION
- 2
- 3
- 4 • INSULATION INSTALLATION (Cont.)
- 5
- 6 • At Roof Drains:
- 7 • Taper top layer of Insulation for 24 inches around and downward toward Drain.
- 8
- 9
- 10 • INSULATION PROTECTION BOARD INSTALLATION
- 11
- 12 • Apply to Roof Insulation in accordance with Manufacturers' instructions.
- 13
- 14
- 15 • CRICKET BOARD INSTALLATION
- 16
- 17 • Form into shapes shown on Drawings, and apply to Roof Insulation in accordance with
- 18 Manufacturers' instructions.
- 19 • Maintain 1/2 inch per ft. minimum slope at Cricket Valleys.
- 20
- 21
- 22 • MEMBRANE INSTALLATION
- 23
- 24 • Follow Manufacturer's instructions using Mechanically Attached method.
- 25 • Place Sheet in final position without stretching.
- 26 • Allow Sheets to relax 30 minutes minimum before making splices or anchoring to Substrate.
- 27 • Overlap adjacent Sheets at least 3 inches for splicing.
- 28 • Remove any Wrinkles or Air Pockets.
- 29 • Secure Membrane as instructed by Membrane Manufacturer.
- 30 • Make Seams and Penetrations watertight.
- 31 • Check Seam sealing for continuity and integrity.
- 32 • Prior to end of each Working Day, seal exposed Seam edges with Sealant.
- 33 • Flash Membrane perimeter and penetrations as instructed by Membrane Manufacturer.
- 34
- 35
- 36 • TRAFFIC PAD INSTALLATION
- 37
- 38 • Space Pads 6 inches apart to permit Water-flow.
- 39 • Do not install directly over field-fabricated Roofing Seams.
- 40 • Secure to Roofing with Adhesive recommended by Roofing Manufacturer.
- 41
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- 48 (Cont.)

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- PART 3 - EXECUTION
  
- PROTECTING COMPLETED WORK

  - Prevent Water-flow beneath or behind any completed Work.
  - Notify General Contractor to protect completed Work against damage and discoloration caused by workmen of other Trades.
  - To any Roof-mounted Mechanical Equipment, conspicuously locate and apply brightly colored Decal, which warns Equipment Maintenance Workers against spilling Liquid Freon, Petroleum-based Products, and other Materials which can damage Roofing Membrane.

  
- WASTE MANAGEMENT

  - Collect Scrap Materials, and lawfully deposit where directed for recycling.

  
- CLEANING & REPAIRING

  - Including Work of other Sections, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.
  - Remove debris from Project Site upon Work completion, or sooner if directed.

END OF SECTION

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- PART 1 - GENERAL
- CONTRACT CONDITIONS
- Work of this Section is bound by the Contract Conditions and Division 1, bound herewith, in addition to this Specification and accompanying Drawings.
- EXTENT OF WORK
- Where practicable, reuse existing Sheetmetal. Where not practicable, provide new Sheetmetal as specified herein.
- RELATED WORK SPECIFIED IN OTHER SECTIONS
- Single-Ply Roofing: Section 07530
- ALTERNATES
- Refer to Bid Documents for possible effect upon Work of this Section.
- COORDINATION
- Coordinate with other Trades affecting or affected by Work of this Section.
- REGULATORY AGENCY REQUIREMENTS
- Comply with OSHA Fall Protection Requirements.
- SAMPLES
- Prior to starting Work and in accordance with Section 01330, submit two 12x12 inch samples of new Factory-painted Sheetmetal.
- Show color and thickness.

(Cont.)

- 1 • PART 1 - GENERAL
- 2
- 3
- 4 • PRODUCT DELIVERY, STORAGE, & HANDLING
- 5
- 6 • Package Factory-painted Materials with Non-sticking Paper or Strippable Film Coating
- 7 between adjacent Sheets.
- 8 • Protect against damage and discoloration.
- 9 • Do not bend, warp, or twist Sheets.
- 10 • Ventilate stored Sheets as required to prevent Condensation build-up between Sheets.
- 11 • Do not overload Roof Structure with Stored Materials.
- 12
- 13
- 14 • FIELD MEASUREMENTS
- 15
- 16 • Verify prior to fabrication.
- 17 • If field measurements differ slightly from Drawing dimensions modify Work as required
- 18 for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.
- 19
- 20
- 21 • MAINTENANCE WARRANTY
- 22
- 23 • Warrant Work for 2 years following Project Substantial Completion date, and repair or
- 24 replace without additional cost to Owner any water leaks and resulting damage to
- 25 Building Materials and/or Building Contents as may occur under normal usage within
- 26 Warranty Period.

27  
28 SHEETMETAL CONTRACTOR: \_\_\_\_\_  
29 By: \_\_\_\_\_

- 30
- 31 • Warrant for 25 years following Project Substantial Completion that Factory-applied
- 32 Enamel Coatings on Sheetmetal will not fade, chalk, craze, chip, crack, peel,
- 33 delaminate, or otherwise deteriorate.

34  
35 SHEETMETAL CONTRACTOR: \_\_\_\_\_  
36 By: \_\_\_\_\_

37  
38 SHEETMETAL MANUFACTURER: \_\_\_\_\_  
39 By: \_\_\_\_\_

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(Cont.)

- 1 • PART 2 - PRODUCTS
- 2
- 3
- 4 • GALVANIZED STEEL SHEETS
- 5
- 6 • Metal Manufacturing Standards: ASTM A-653
- 7 • Quality: Lock-forming
- 8 • Pattern: Smooth without texture
- 9 • Minimum Galvanizing Coating Designation: G-90
- 10 • Minimum Metal Thickness: Specified below
- 11 • Factory-applied Finish where exposed to Ground Level View:
  - 12 • Fluoropolymer Enamel with 70% minimum PVDF content
  - 13 • Minimum Dry Film Thickness: 1 mil
  - 14 • Color: Match existing adjacent Sheetmetal.
- 15
- 16
- 17 • NAILS
- 18
- 19 • Manufacturing Standard: Fed. Spec. FF-N-105B
- 20 • Type: Barbed, slating.
- 21 • Head: Flat
- 22 • Material: Hot-dip Galvanized Steel Wire
- 23 • Minimum Length: 1 inch
- 24
- 25
- 26 • SCREWS
- 27
- 28 • Manufacturing Standard: Fed. Spec. FF-S-107
- 29 • Type: Self-tapping
- 30 • Head: Pan
- 31 • Material: Cadmium-plated Steel
- 32 • Minimum Size: No. 7
- 33 • Minimum Length: 1 inch
- 34
- 35
- 36 • RIVETS
- 37
- 38 • Type: As required by conditions of use
- 39 • Material: Stainless Steel
- 40 • Minimum Diameter: 1/8 inch
- 41 • Length: Recommended by Rivet Manufacturer for conditions of use
- 42
- 43
- 44 • SEALANT
- 45
- 46 • Manufacturer & Brand: Dow 999-A, GE Silicone II, Mameco Vulkem 116, Ruscoe
- 47 Permanent Sealer, Sonneborn NP-1, Tremco Gutter Seal, or approved.
- 48 (Cont.)

- 1 • PART 2 - PRODUCTS
- 2
- 3
- 4 • ASPHALT PLASTIC CEMENT
- 5
- 6 • Manufacturing Standard: Fed. Spec. SS-C-153
- 7 • Type: I
- 8
- 9
- 10 • PRIME COATING & UNDERCOATING
- 11
- 12 • Material: Galvanized Primer
- 13
- 14
- 15 • ASPHALT COATING COMPOUND
- 16
- 17 • Manufacturing Standard: Fed. Spec. TT-C-494
- 18 • Type: II
- 19
- 20
- 21 • FABRICATION
- 22
- 23 • General:
- 24 • Form to shapes and dimensions shown with planes and lines in true alignment.
- 25 • Unless otherwise shown on Drawings or specified, fabricate with longest
- 26 practicable lengths.
- 27 • Form Openings Head and Sill Flashing with End Dams.
- 28 • Hem exposed edges.
- 29 • Angle bottom edges of vertical surfaces to form drip.
- 30 • Seams:
- 31 • Single Corner Seams: 3/4 inch finish width; 3-ply loose locked.
- 32 • Lap Seams: 3 inch finish width.
- 33 • Solder-Lap Seams: 1 inch finish width; sweat full with Solder.
- 34 • Cover Plate Seams:
- 35 • Space abutting Sheets 1/2 inch; cover Joint with 4 inch wide Cover and
- 36 Back-up Plates set in Sealant.
- 37 • Match Plates to Flashing profile.
- 38 • Secure Plates to Substrate with Screw installed through Open Space
- 39 between adjacent Flashing Sheets.
- 40 • Cleats:
- 41 • Same Material and thickness as adjacent Sheetmetal Sheets.
- 42
- 43
- 44
- 45
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(Cont.)



- 1 • PART 3 - EXECUTION  
2  
3  
4 • EXISTING CONDITIONS  
5  
6 • Verify that Surfaces to receive Sheetmetal are smooth, clean, and otherwise properly prepared.  
7 • Verify that Nailers to receive Sheetmetal are properly placed.  
8 • Prior to starting Work notify General Contractor of defects that require correction.  
9 • Do not start Work until conditions are satisfactory.  
10  
11  
12 • PROTECTING WORK OF OTHER SECTIONS  
13  
14 • Protect against damage and discoloration caused by Work of this Section.  
15  
16  
17 • INSTALLATION, GENERAL  
18  
19 • Install Work watertight, without waves, warps, buckles, tool marks, fastening stresses,  
20 distortion, or defects which impair strength or mar appearance.  
21 • Install planes and lines in true alignment.  
22 • Allow for Sheetmetal expansion and contraction.  
23  
24  
25 • CLEAT INSTALLATION  
26  
27 • Space 2 ft on center, unless continuous Cleats or other spacings are specified hereunder.  
28 • Secure spaced Cleats to Substrate with 2 Fasteners to prevent Cleat rotation.  
29 • Secure Continuous Cleats to Substrate with Fasteners spaced at 12 inch maximum  
30 centers.  
31 • Cover Fastener Heads with Cleat Tabs folded back over Fastener Head.  
32  
33  
34 • SOLDERING  
35  
36 • At Factory-painted Sheetmetal: Substitute Sealant in lieu of soldering.  
37 • Elsewhere:  
38 • Clean and flux Metals prior to soldering.  
39 • Sweat Solder completely through Seam widths.  
40  
41  
42 • SEALANT INSTALLATION  
43  
44 • Apply 1/4 inch diameter Bead, centered in full length of Joint.  
45  
46  
47  
48

(Cont.)

- 1 • PART 3 - EXECUTION  
2  
3  
4 • ASPHALT PLASTIC CEMENT INSTALLATION  
5  
6 • Trowel apply 1/8 inch thick.  
7  
8  
9 • PAINTING  
10  
11 • If and where Sheetmetal is to receive Field Painting, shop-apply Primer Coat.  
12 • Minimum Primer Coat Dry Film Thickness: 1-1/2 mils.  
13 • Protect Galvanized Steel against corrosion with Asphaltic Coating Compound.  
14 • Minimum Dry Film Thickness applied to each Contacting Face: 7-1/2 mils  
15  
16  
17 • COUNTER FLASHING  
18  
19 • Form of 24 ga. Galvanized Steel.  
20 • Overlap Base Flashing 4 inches minimum.  
21 • Install Bottom Edge spring-tight against Base Flashing, or at Contractor's option secure  
22 Bottom Edge with 1 inch wide Clips spaced no greater than 24 inch o.c. Attach Clips  
23 to Substrate with concealed Fasteners. Reinforce Clips by double-bending Clip 3/4  
24 inch back over bottom edge of Counter Flashing.  
25 • Lap-seam Vertical Joints, and apply Sealant.  
26 • Miter, Lap-seam, and close Corner Joints with Solder.  
27 • Provide where Roof abuts Vertical Surfaces, and elsewhere shown on Drawings.  
28  
29  
30 • COPINGS  
31  
32 • Form of 24 ga. Galvanized Steel.  
33 • Fabricate with Cover Plate Seams spaced approximately 10 ft. apart.  
34 • Miter and join Corners with Cover Plate Seams.  
35 • Lock Exterior Edges over Continuous Cleats secured to Substrate.  
36 • Lock Interior Edges over Spaced Cleats secured to Substrate.  
37 • Slope Coping top to drain toward Roof.  
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(Cont.)

- 1 • PART 3 - EXECUTION  
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4 • ROOF PENETRATION FLASHING  
5  
6 • General:  
7 • Form of 24 ga. Galvanized Steel.  
8 • Base Flashing:  
9 • Extend Flange onto Roof 8 inches minimum in all directions away from Penetration  
10 and upward around Penetration to position at least 2 inches above Roof surface.  
11 • Solder-lap Joints.  
12 • Furnish to Roofer for installation.  
13 • Counter Flashing:  
14 • Overlap Base Flashing at least 1 inch with Storm Collar sloped away from  
15 Penetration.  
16 • Secure to Penetration with Solder or with Draw Band and Sealant.  
17  
18  
19 • CLEANING & REPAIRING  
20  
21 • As Work progresses, neutralize excess flux with 5% to 10% Washing Soda Solution,  
22 and thoroughly rinse.  
23 • Immediately after installation remove Protective Covering from Factory Painted  
24 Sheetmetal.  
25 • Including Work of other Sections, clean, repair and touch-up, or replace when directed,  
26 Products which have been soiled, discolored, or damaged by Work of this Section.  
27 • Leave non-factory-painted surfaces ready for Field Painting.  
28 • Collect Cut-offs and Scrap, and place where directed for recycling.  
29 • Remove Debris from Project Site upon Work completion, or sooner if directed.  
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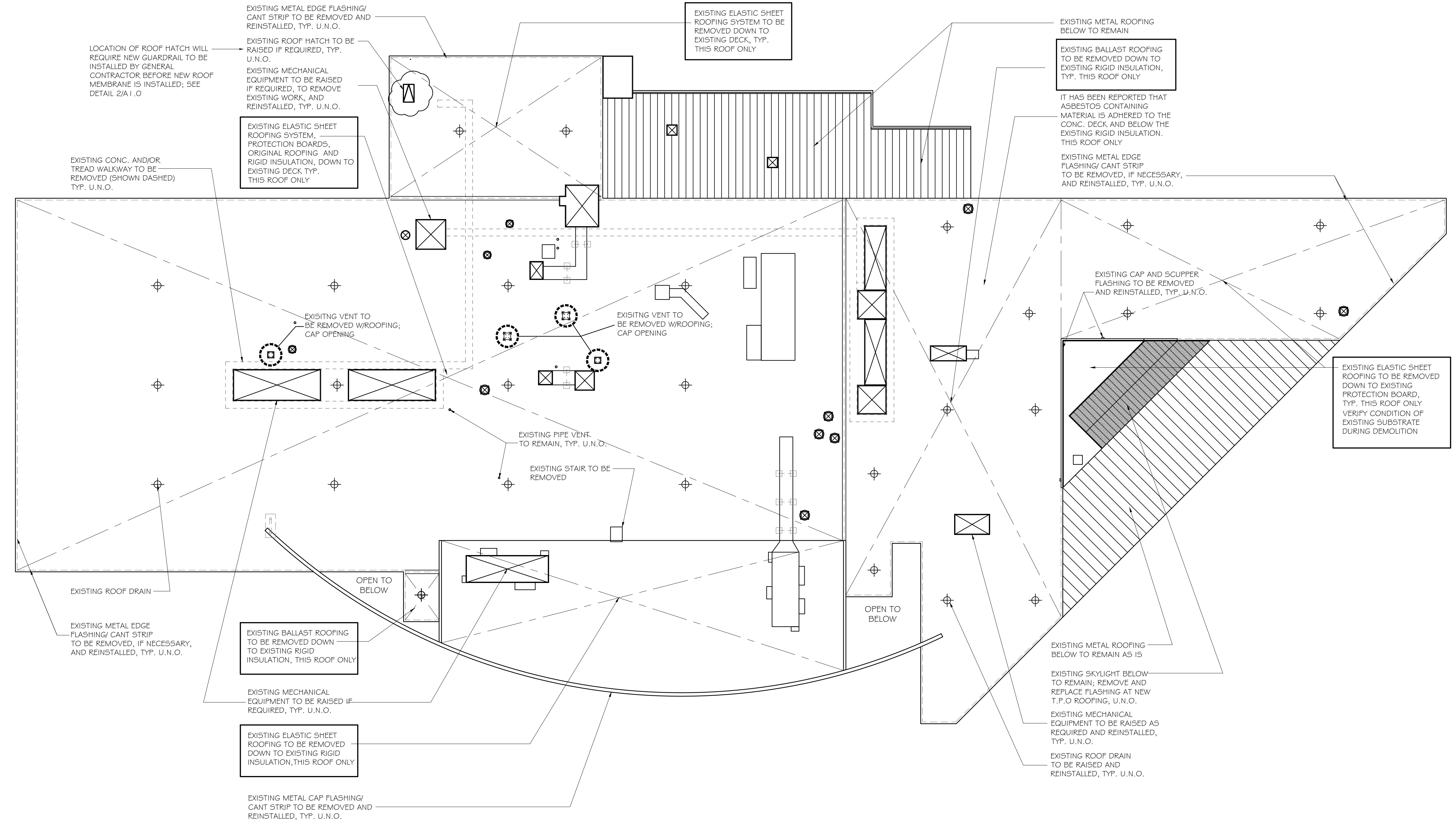
END OF SECTION

**SCOPE OF WORK**

- REMOVE BALLAST WHERE INDICATED; REMOVE EXISTING MEMBRANE THROUGHOUT; REMOVE EXISTING PROTECTION BOARD, WHERE INDICATED.; REMOVE EXISTING RIGID INSULATION DOWN TO ORIGINAL DECK, WHERE INDICATED.
- NEW ROOFING TO BE EITHER 60 MIL. TPO OR 50 MIL. PVC W/ASSOCIATED FABRICATED PIECES AND FLASHINGS OVER NEW 4" THICK RIGID INSULATION ON DECK, WHERE EXISTING REMOVED, AND OVER NEW OR EXISTING PROTECTION BOARD.
- INSTALL NEW POWDER COATED FALL PROTECTION GUARDRAIL AND SHIPS LADDER AS SHOWN ON RE-ROOFING PLAN (1/1A1.0).
- INSTALL NEW GALVANIZED FALL PROTECTION TIE-DOWN AS SHOW ON RE-ROOFING PLAN (1/1A1.0) 7-THUS.

**DEMOLITION NOTES**

- ALL EXISTING CONDITIONS TO BE FIELD VERIFIED PRIOR TO COMMENCEMENT OF ROOFING DEMOLITION.
- ALL EXISTING ELASTIC MEMBRANE ROOFING TO BE REMOVED DOWN TO EXISTING PROTECTION BOARD (OR INSULATION); PATCH AND/OR REPLACE ANY DAMAGED SUBSTRATE AS REQUIRED, AND PROVIDE 1/2" PROTECTION BOARD OVER AREAS THAT ARE EXPOSED AS INSULATION- ONLY, WHILE MAINTAINING ADEQUATE ROOF SLOPE FOR PROPER DRAINAGE.
- ALL EXISTING CAP AND ROOF EDGE FLASHINGS, PENETRATION, CURB AND DRAIN FLASHINGS SHALL BE REMOVED AND REINSTALLED.
- ALL EXISTING RAISED ELEMENTS AND/OR EQUIPMENT SHALL BE ADEQUATELY SUPPORTED AND PROTECTED FROM DAMAGE DURING THE REROOFING PROCESS.
- PATCH, REPAIR OR REPLACE ALL EXISTING ELEMENTS AND/OR EQUIPMENT THAT BECOMES DAMAGED DURING ANY ASPECT OF THE DEMOLITION OR REROOFING PROCESS.
- DETAILS SUPPLIED ARE FOR REFERENCE ONLY; CONDITIONS MAY OCCUR THAT COULD NOT BE DETERMINED PRIOR TO DEMOLITION. IF A DETAIL DOES NOT APPEAR TO ADDRESS A CERTAIN CONDITION ADEQUATELY, THE CONTRACTOR SHALL SUBMIT AN ALTERNATE DETAIL FOR ARCHITECT'S APPROVAL.



1 DEMOLITION PLAN - College Union  
SCALE: 1/16" = 1'-0"

TO VERIFY SCALES 0" 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH



**OREGON ARCHITECTURE**  
221 West Tenth Street  
Medford, Oregon 97501  
Phone: 541.772.4372 Fax: 541.499.6329

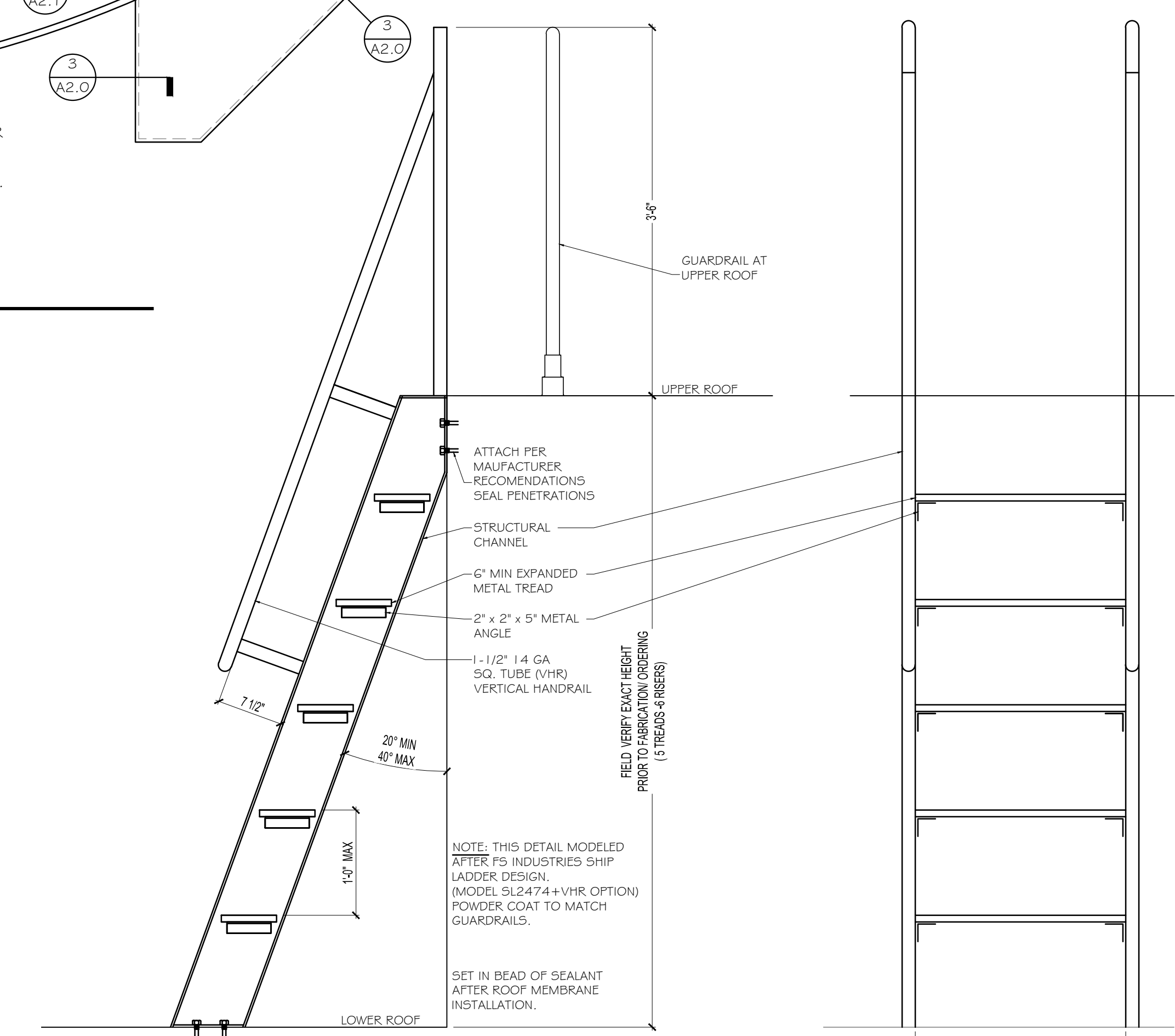
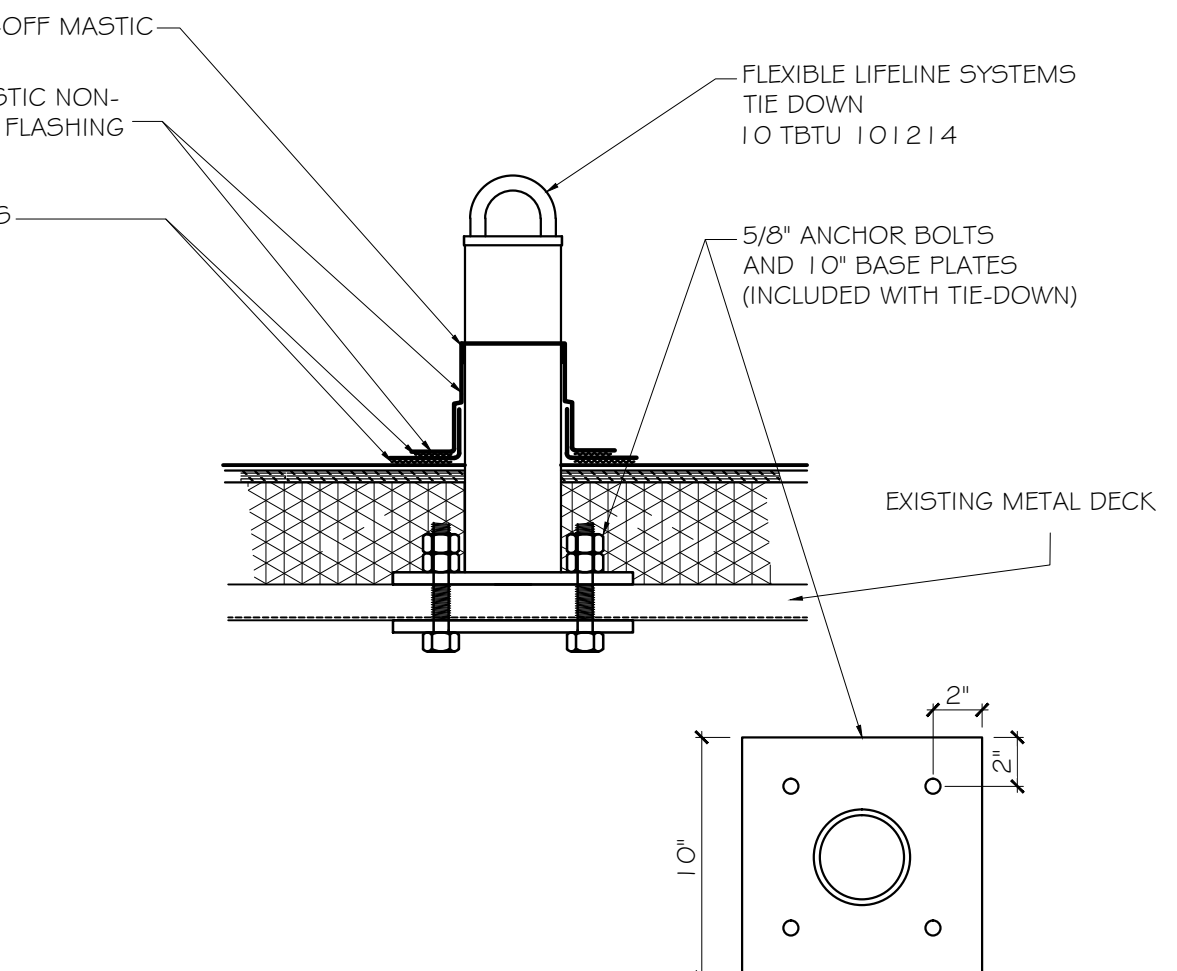
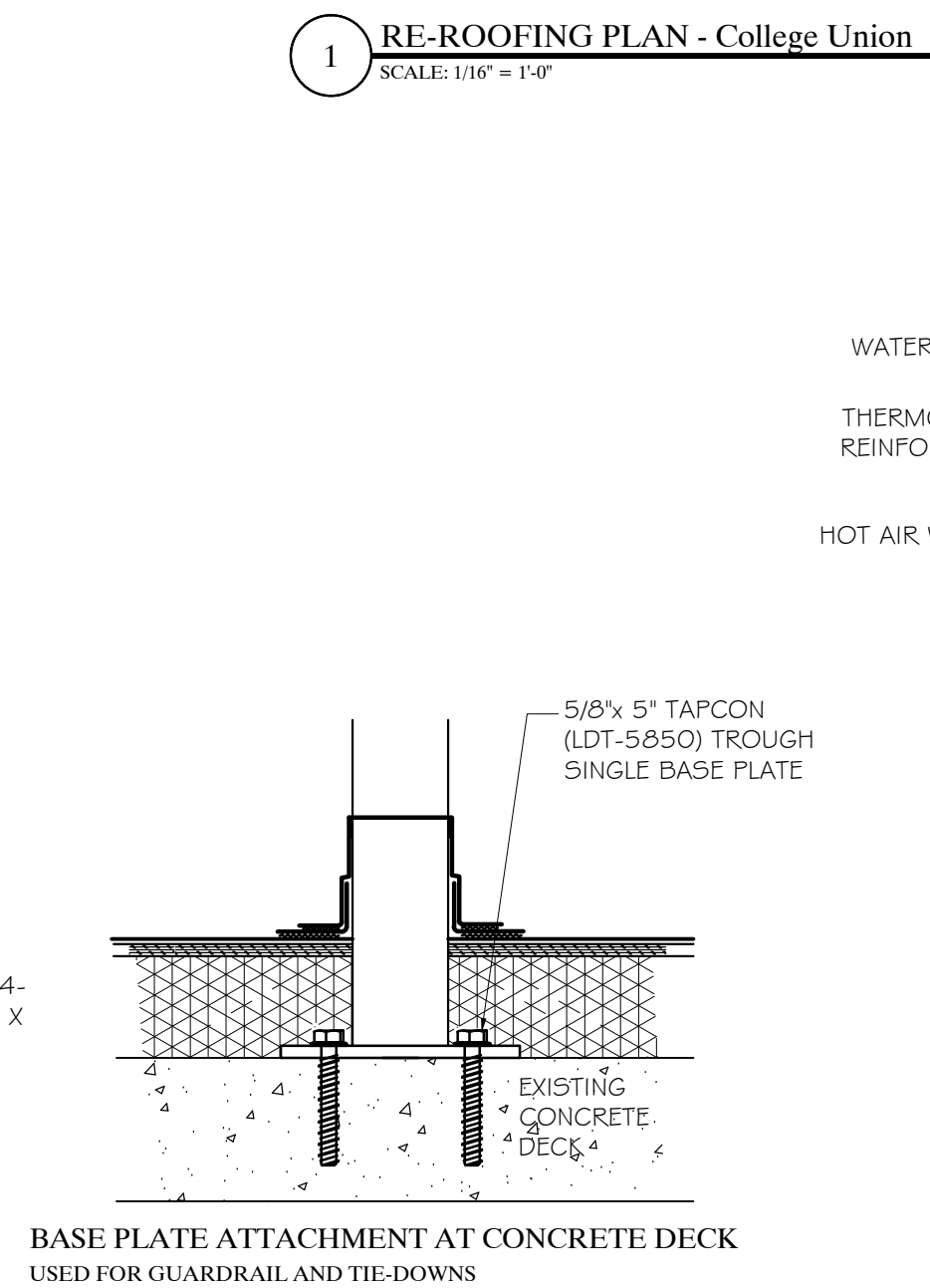
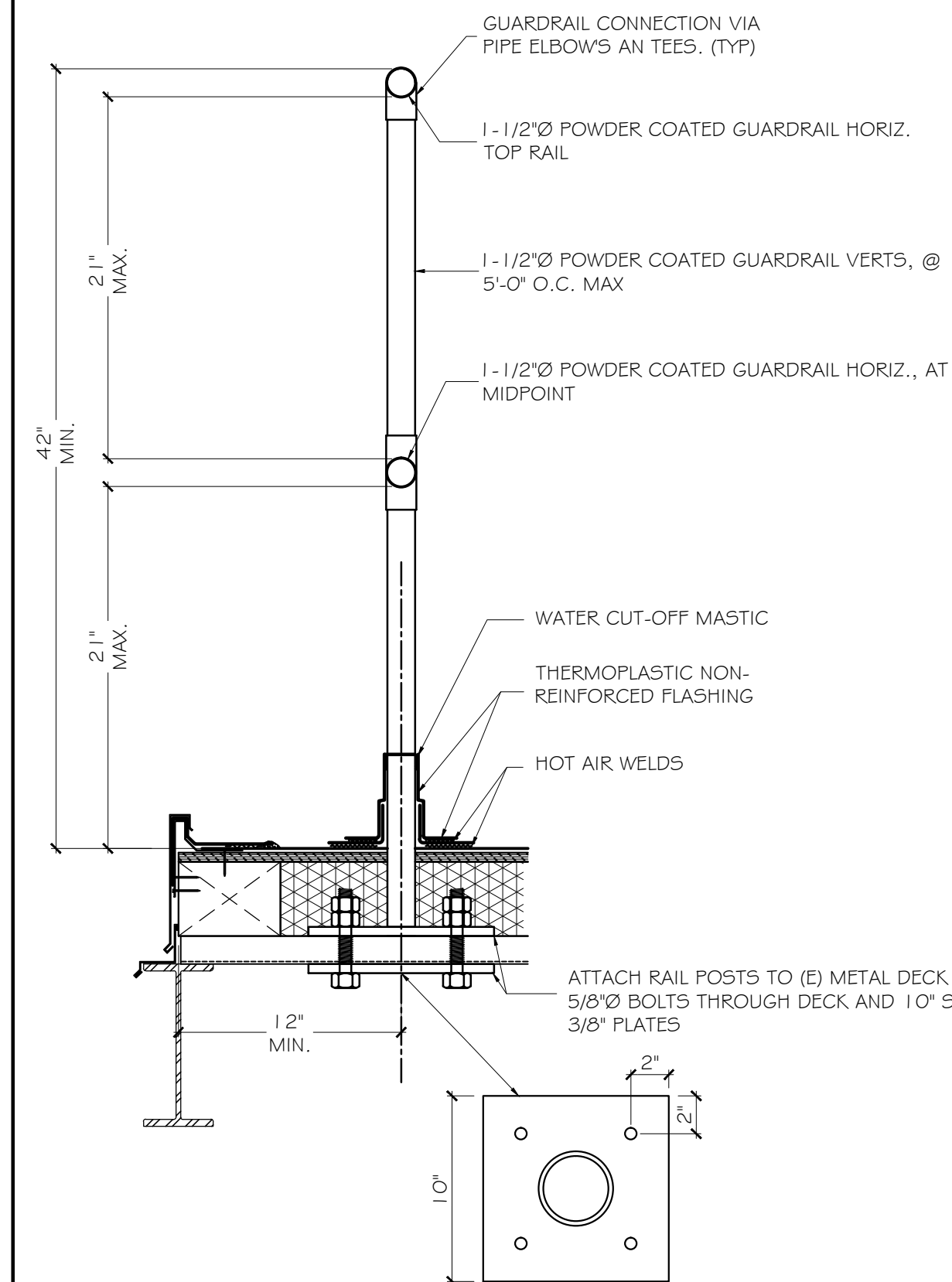
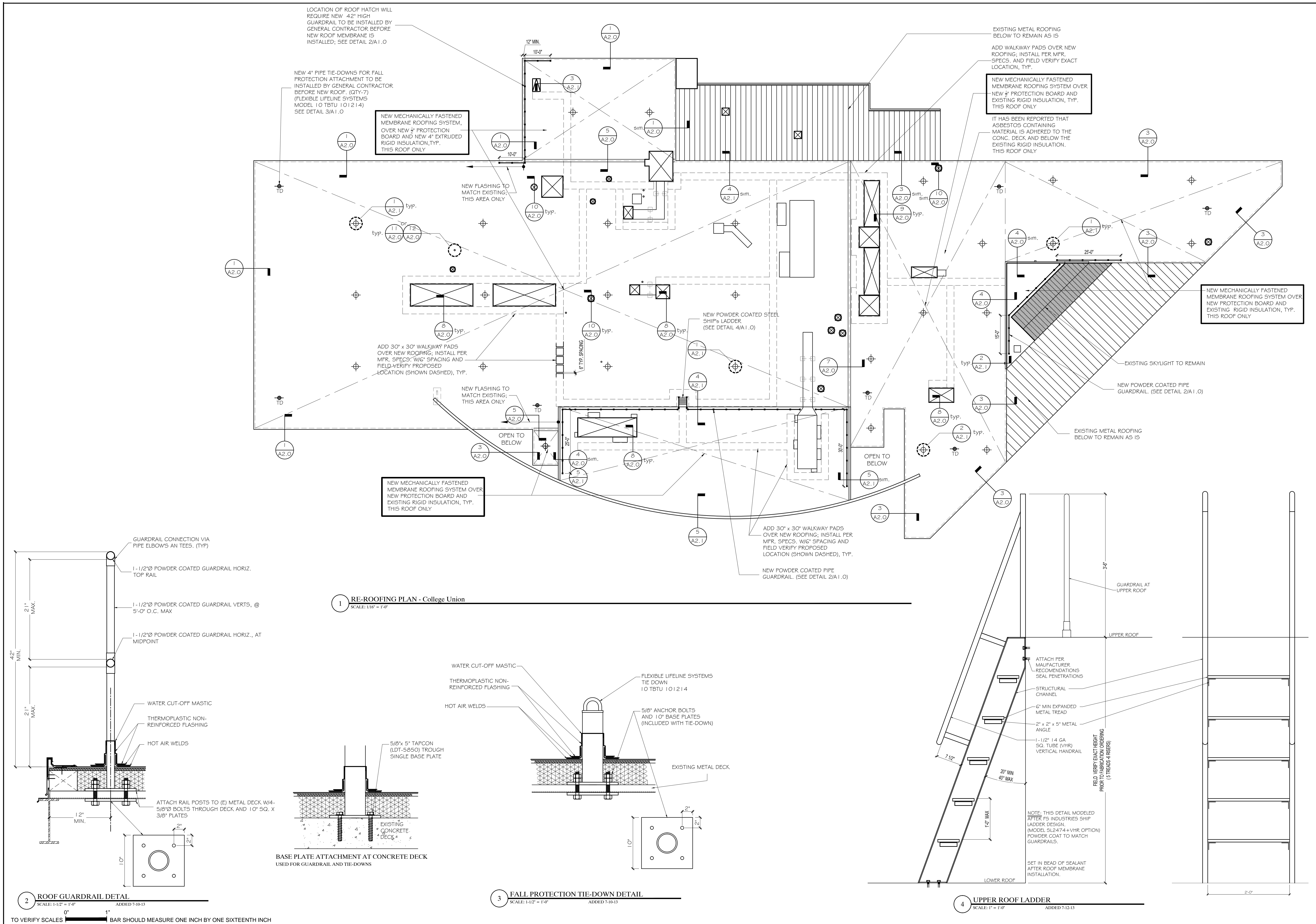
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Proposed College Union Reroofing for  
**Oregon Institute of Technology**  
Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 3889E000 LOT 04900

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

REVISIONS	BY

PLOT DATE:  
ISSUE DATE: 7/15/2013  
DRAWN BY: C.L.L.  
JOB NO.:  
SHEET  
**A0.0**  
DEMOLITION PLAN  
2 OF 5

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**2 ROOF GUARDRAIL DETAIL**  
 SCALE: 1-1/2" = 1'-0"  
 ADDED 7-10-13  
 TO VERIFY SCALES BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

**3 FALL PROTECTION TIE-DOWN DETAIL**  
 SCALE: 1-1/2" = 1'-0"  
 ADDED 7-10-13

**4 UPPER ROOF LADDER**  
 SCALE: 1" = 1'-0"  
 ADDED 7-12-13

**1 RE-ROOFING PLAN - College Union**  
 SCALE: 1/8" = 1'-0"

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**REGISTERED ARCHITECT**  
 Mark McKechnie  
 Medford, Oregon  
 97501  
 4666  
 STATE OF OREGON

**ARCHITECTURE**

221 West Tenth Street  
 Medford, Oregon 97501  
 Phone: 541.772.4372 Fax: 541.499.6329

---

Project Description:  
 Proposed College Union Renovation for  
**Oregon Institute of Technology**  
 Project Location:  
 3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
 MAP 3858E000 LOT 04800

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

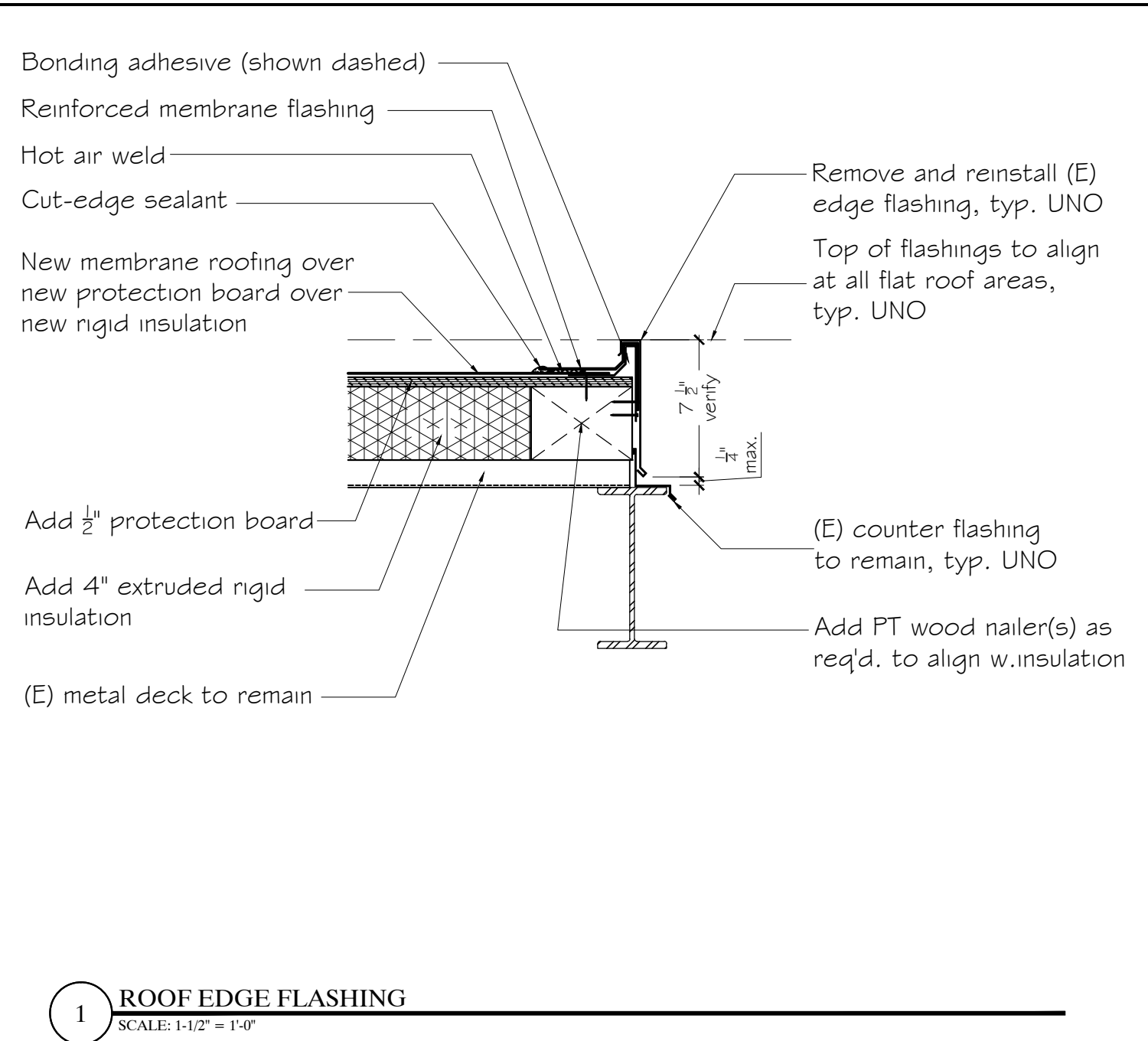
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PLOT DATE: \_\_\_\_\_  
 ISSUE DATE: 7/16/2013  
 DRAWN BY: C.L.L.  
 JOB NO.: \_\_\_\_\_  
 SHEET

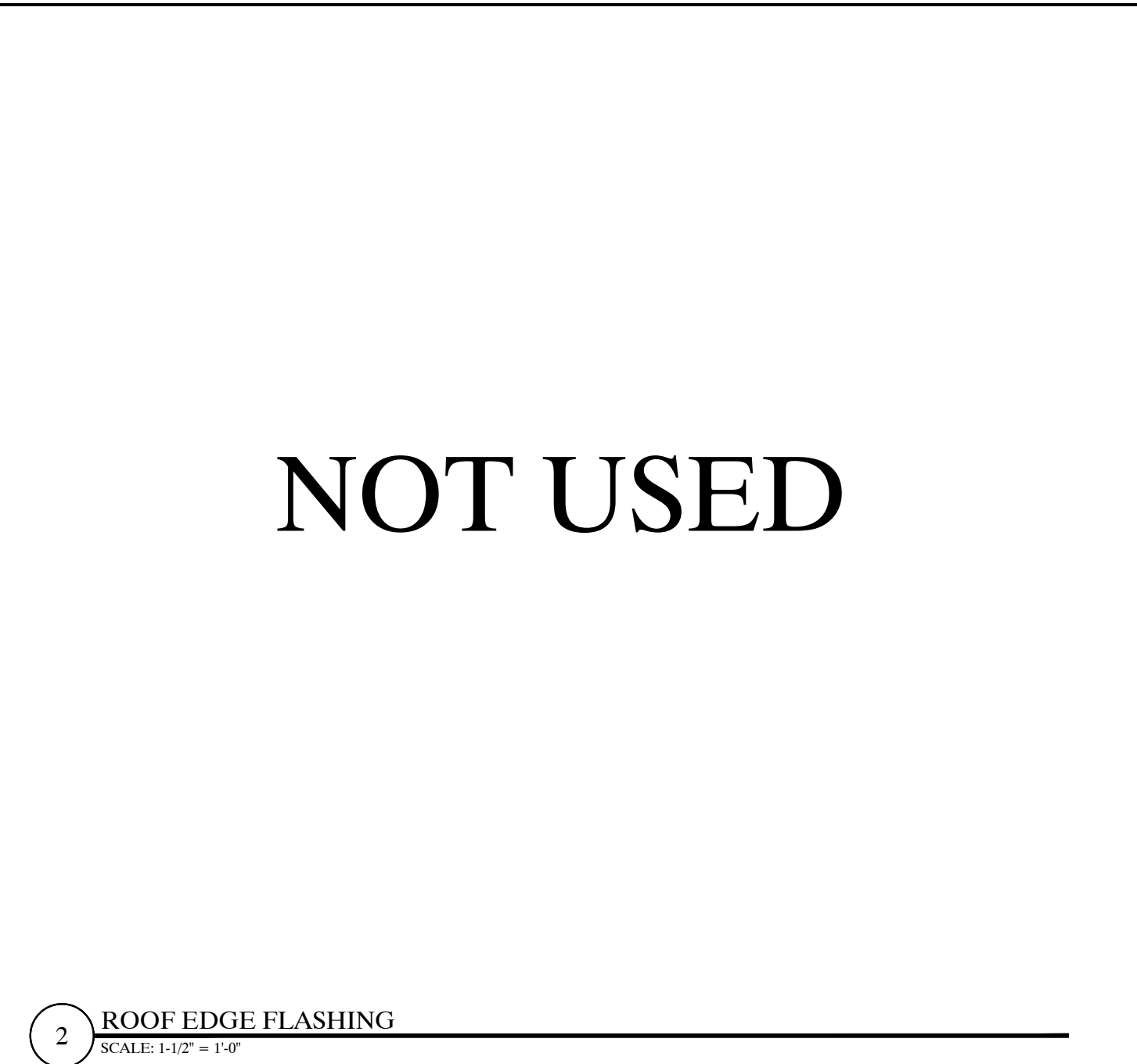
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RE-ROOFING PLAN

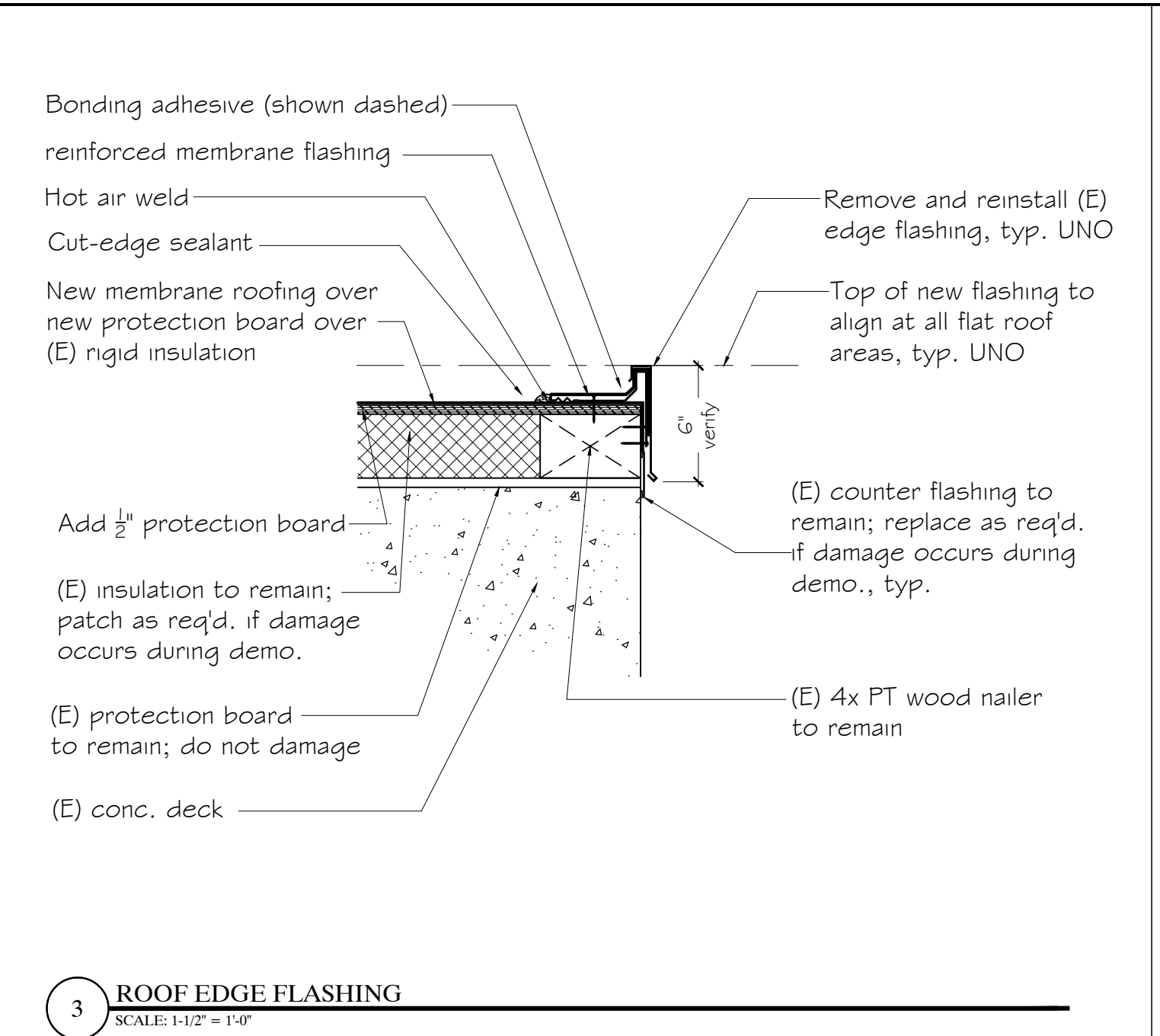
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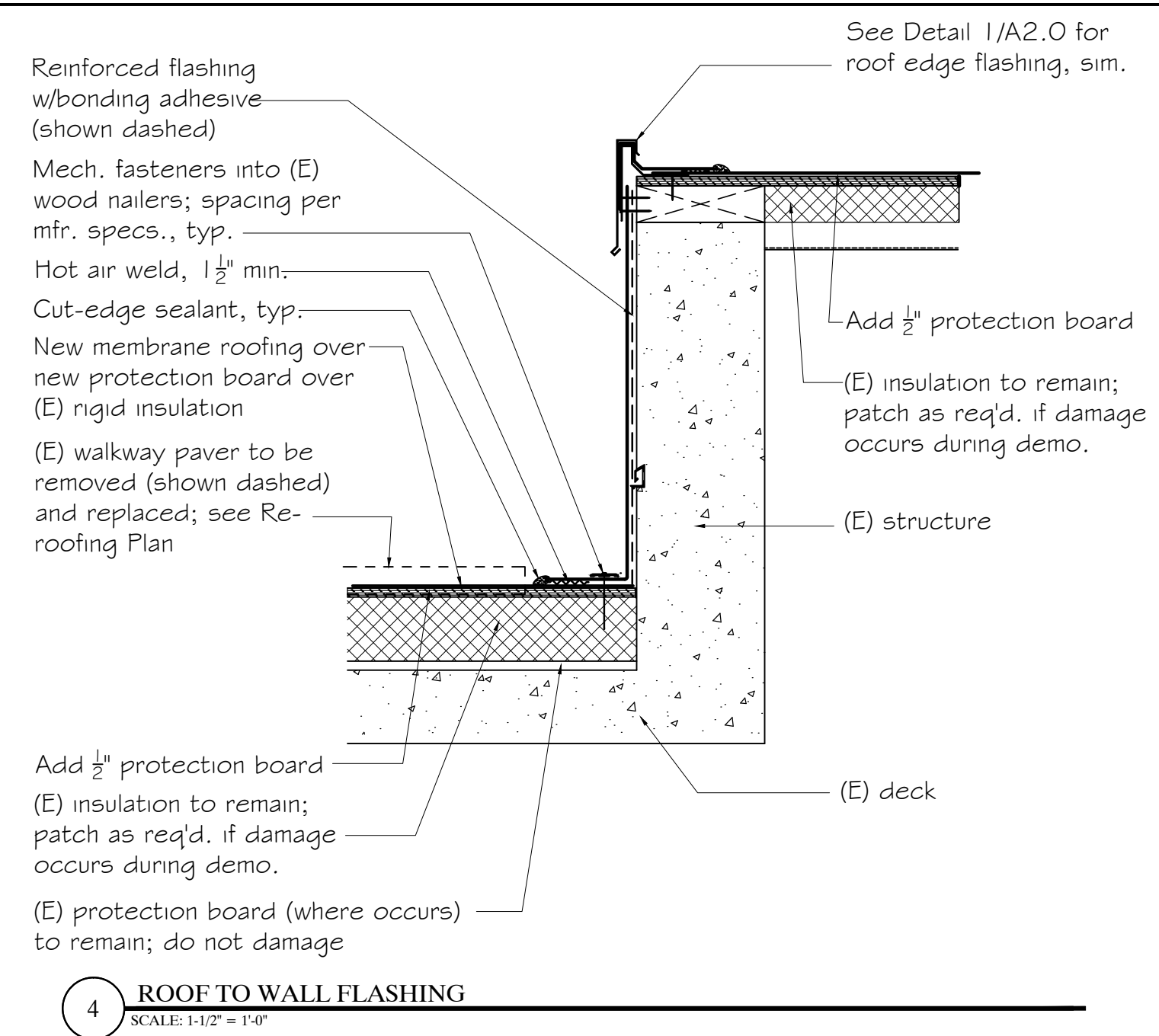
1 ROOF EDGE FLASHING  
SCALE: 1/12" = 1'-0"



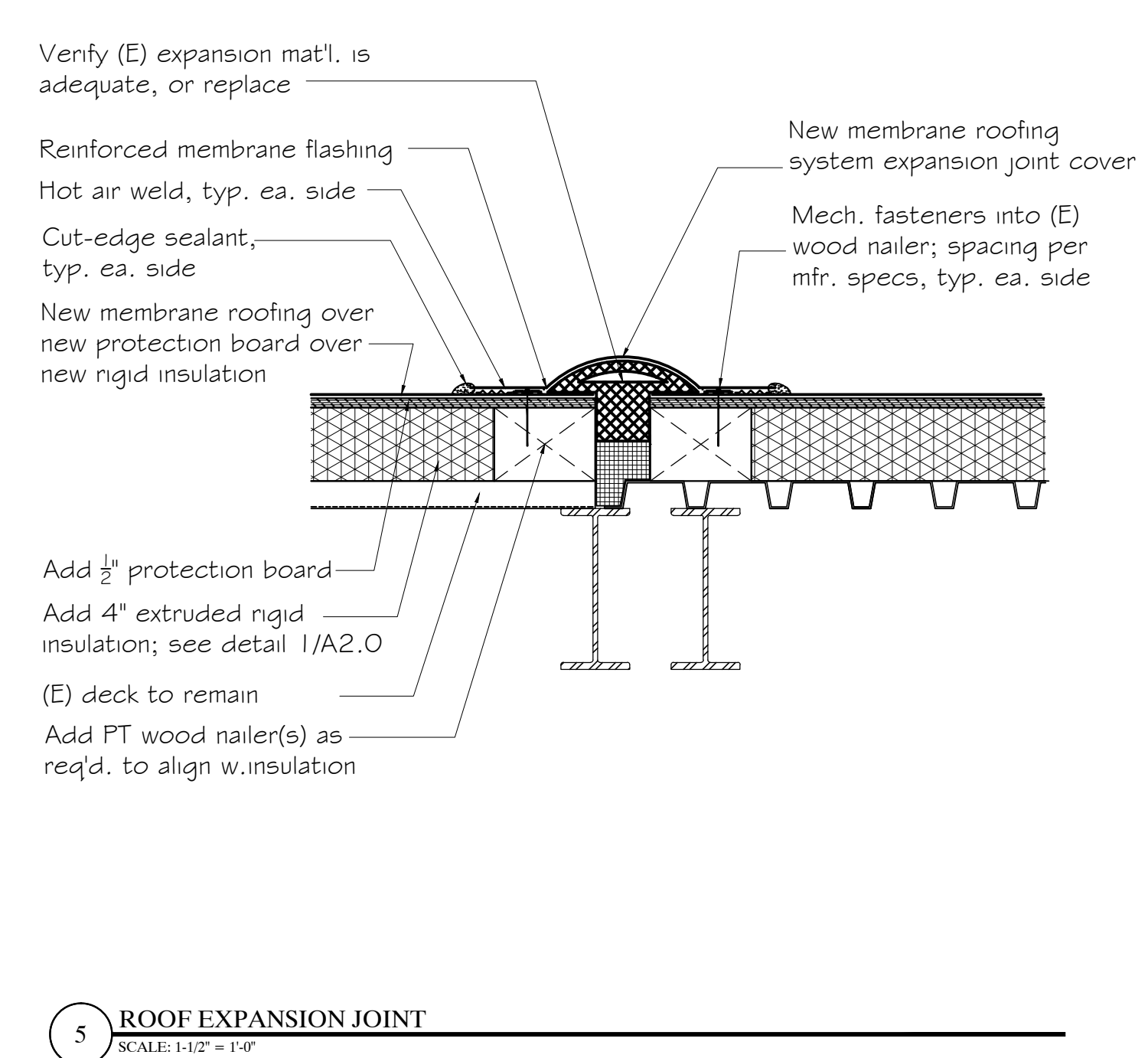
2 ROOF EDGE FLASHING  
SCALE: 1/12" = 1'-0"



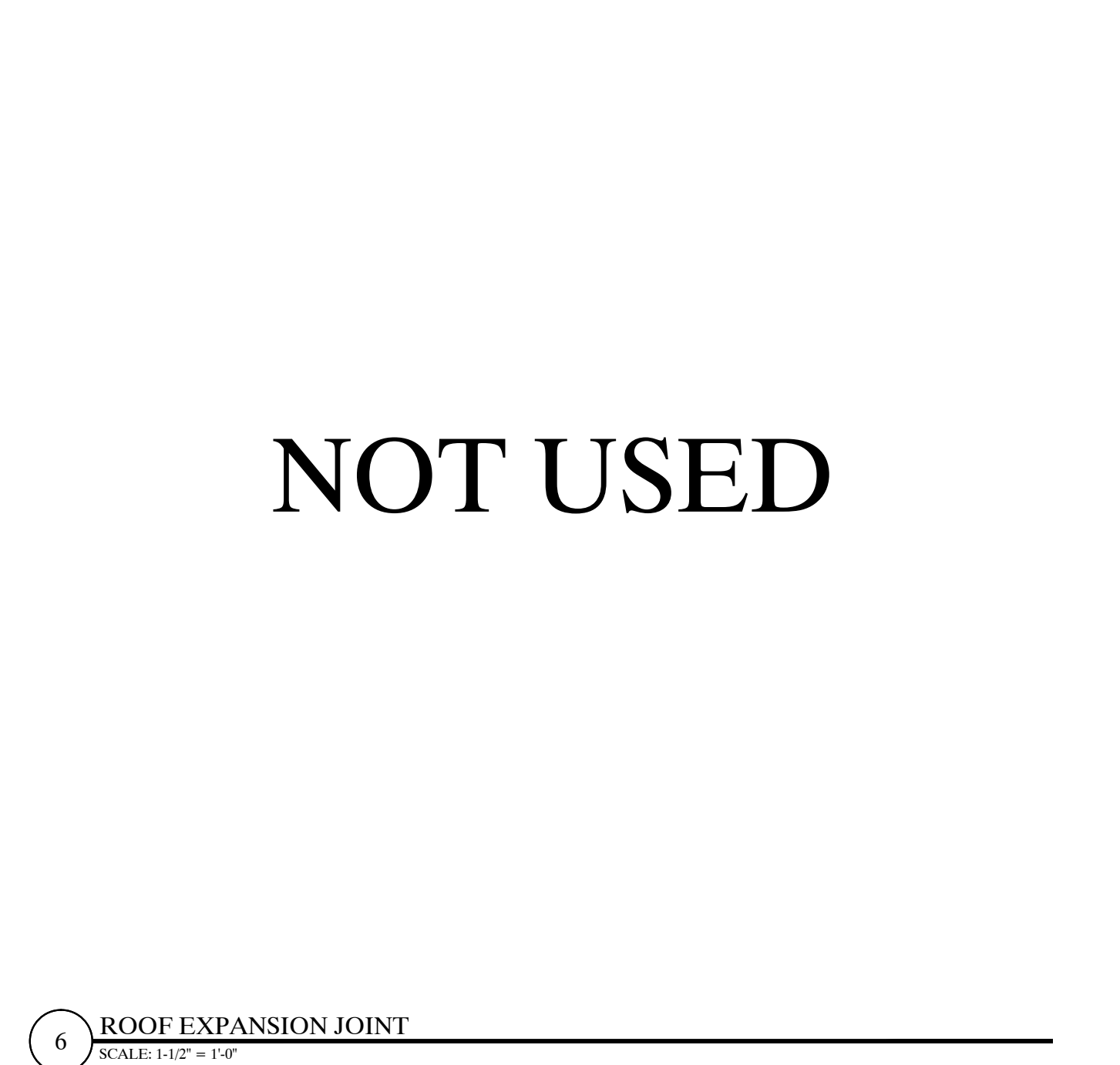
3 ROOF EDGE FLASHING  
SCALE: 1/12" = 1'-0"



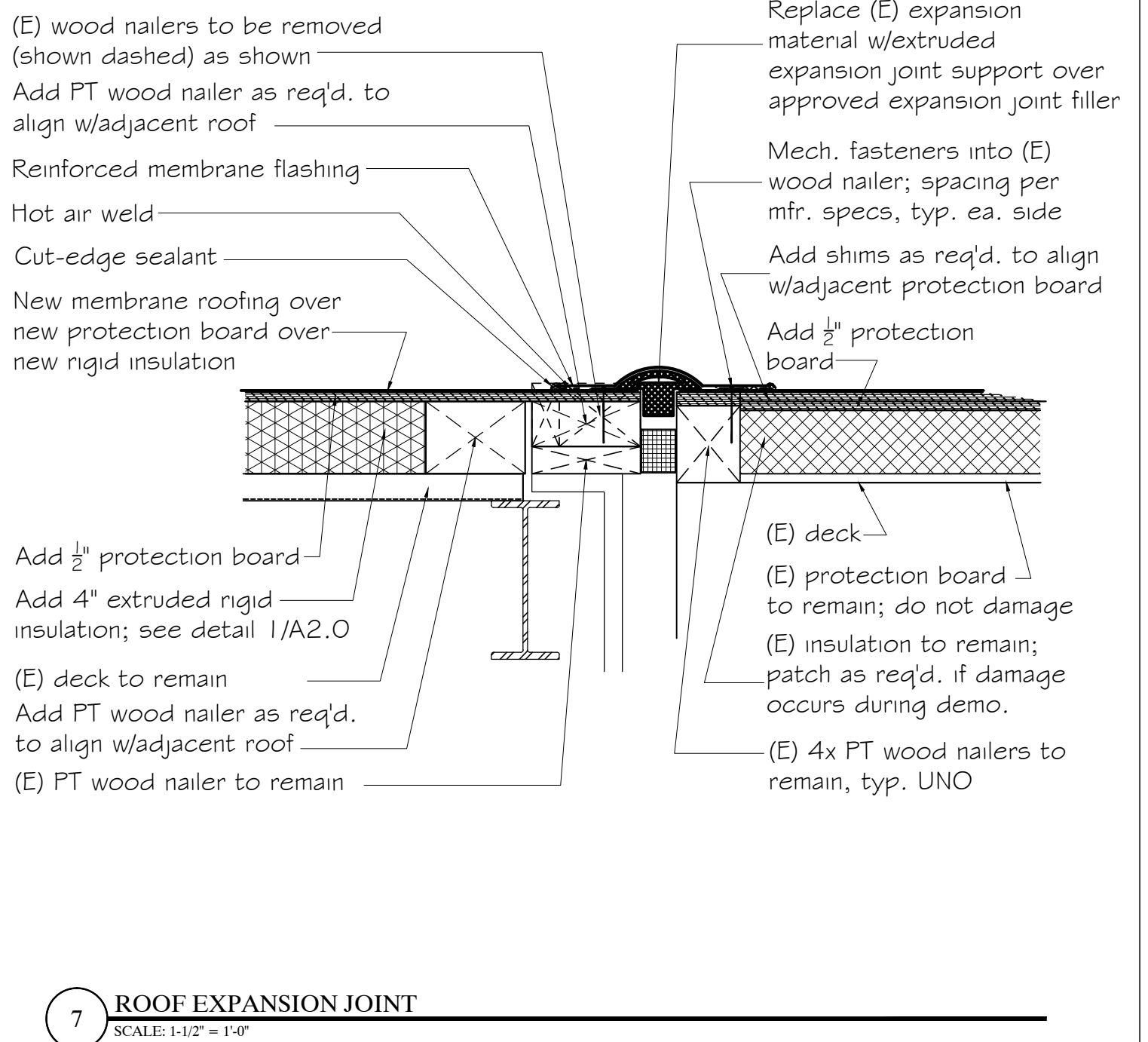
4 ROOF TO WALL FLASHING  
SCALE: 1/12" = 1'-0"



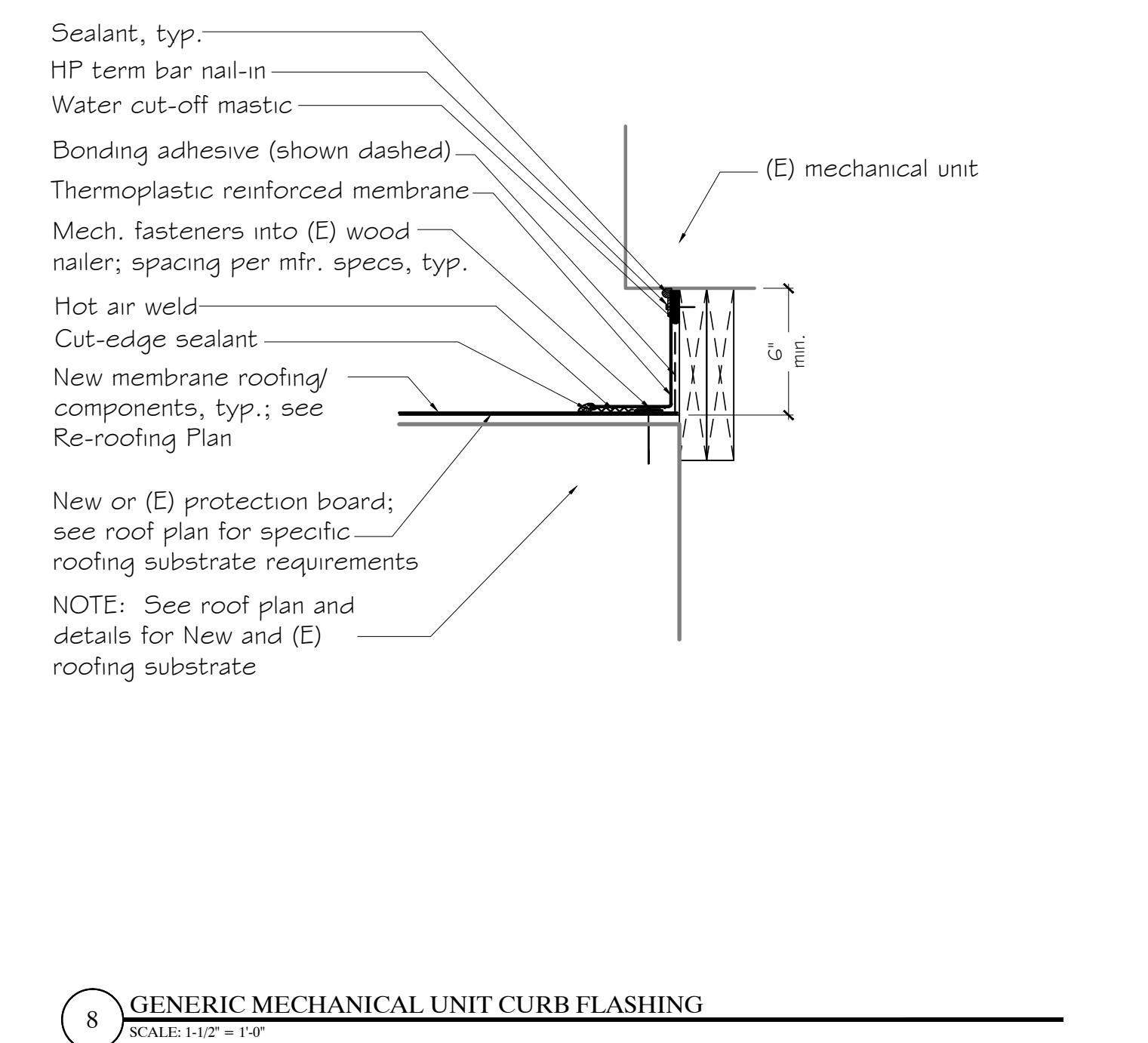
5 ROOF EXPANSION JOINT  
SCALE: 1/12" = 1'-0"



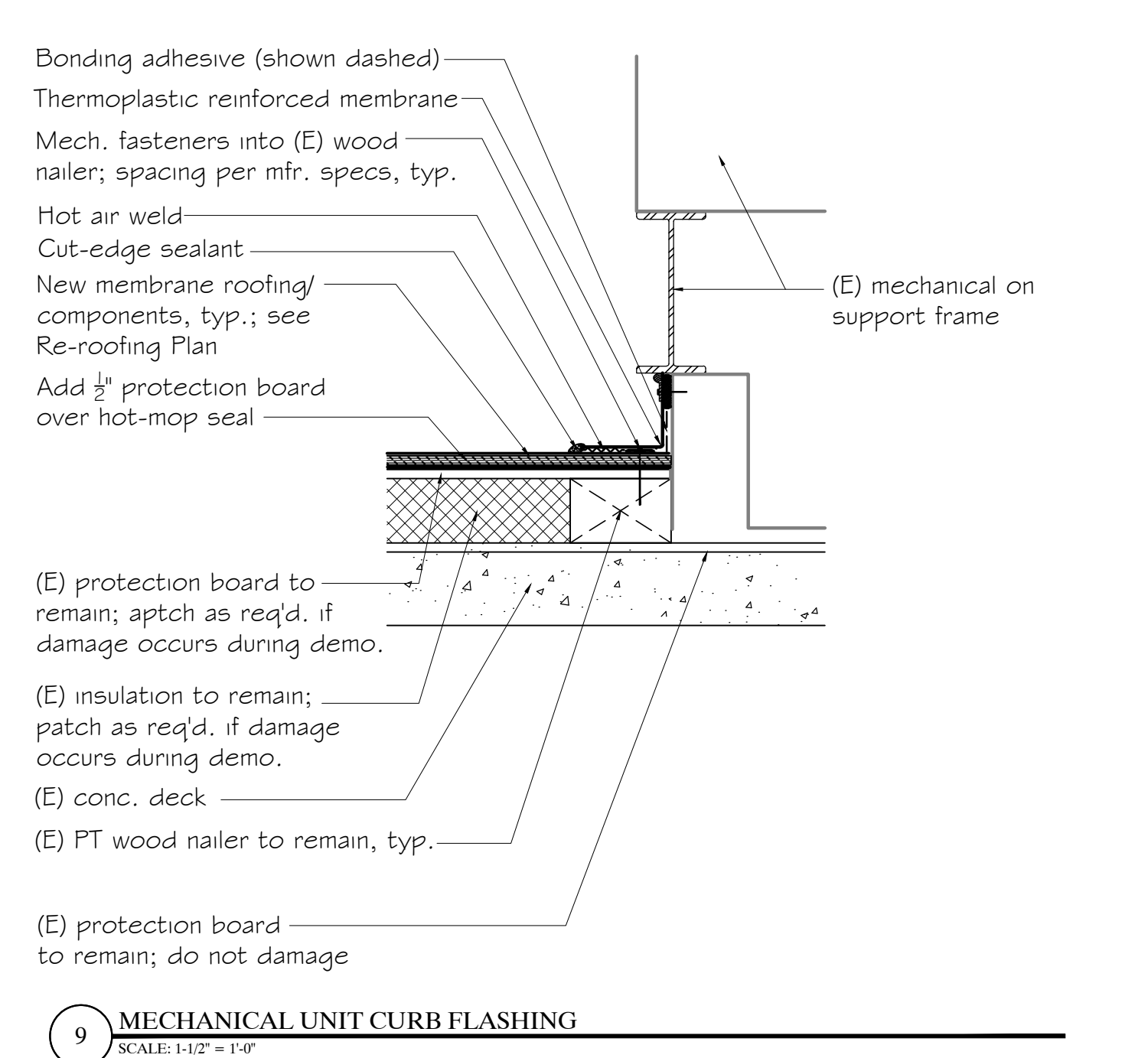
6 ROOF EXPANSION JOINT  
SCALE: 1/12" = 1'-0"



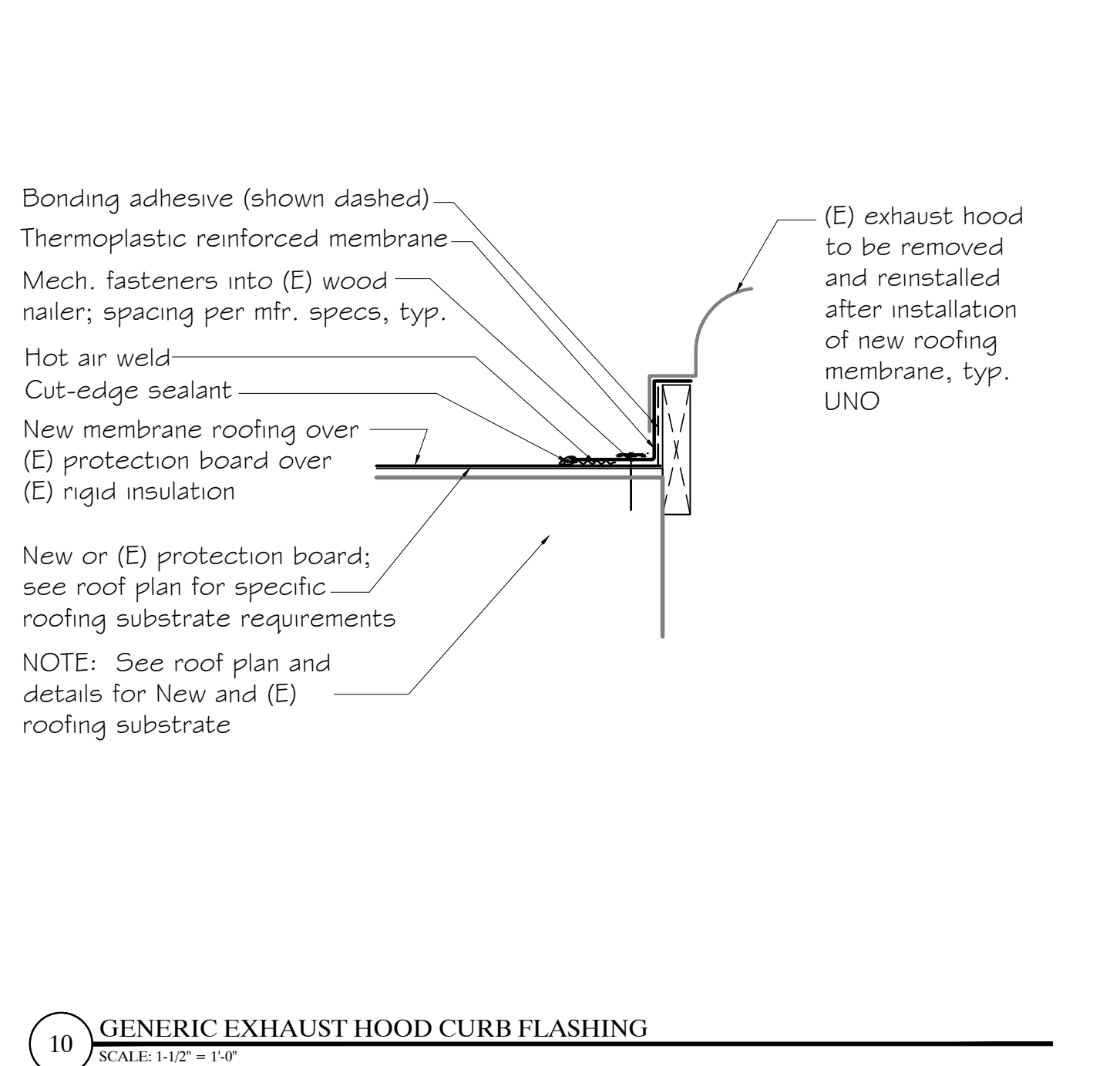
7 ROOF EXPANSION JOINT  
SCALE: 1/12" = 1'-0"



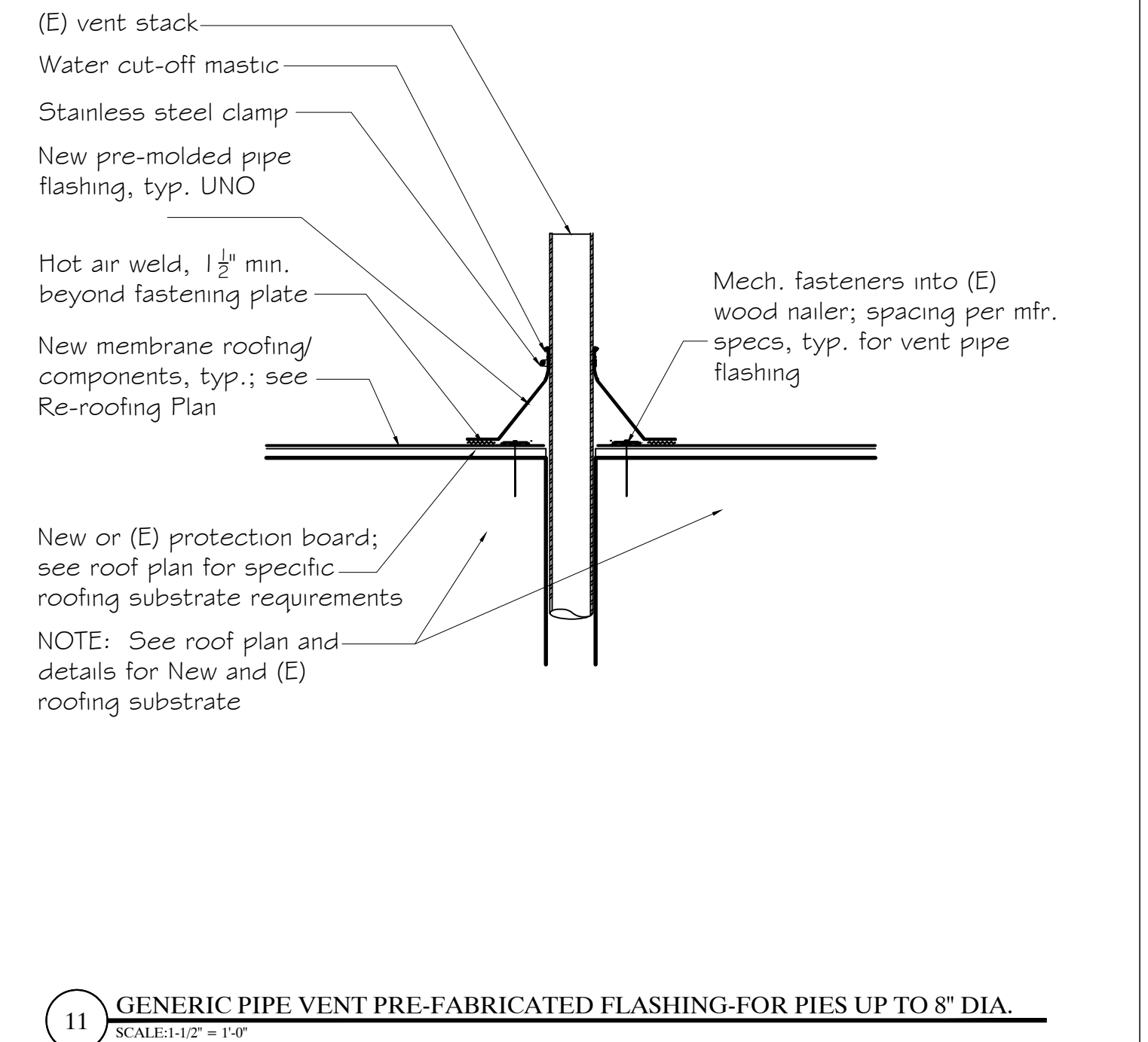
8 GENERIC MECHANICAL UNIT CURB FLASHING  
SCALE: 1/12" = 1'-0"



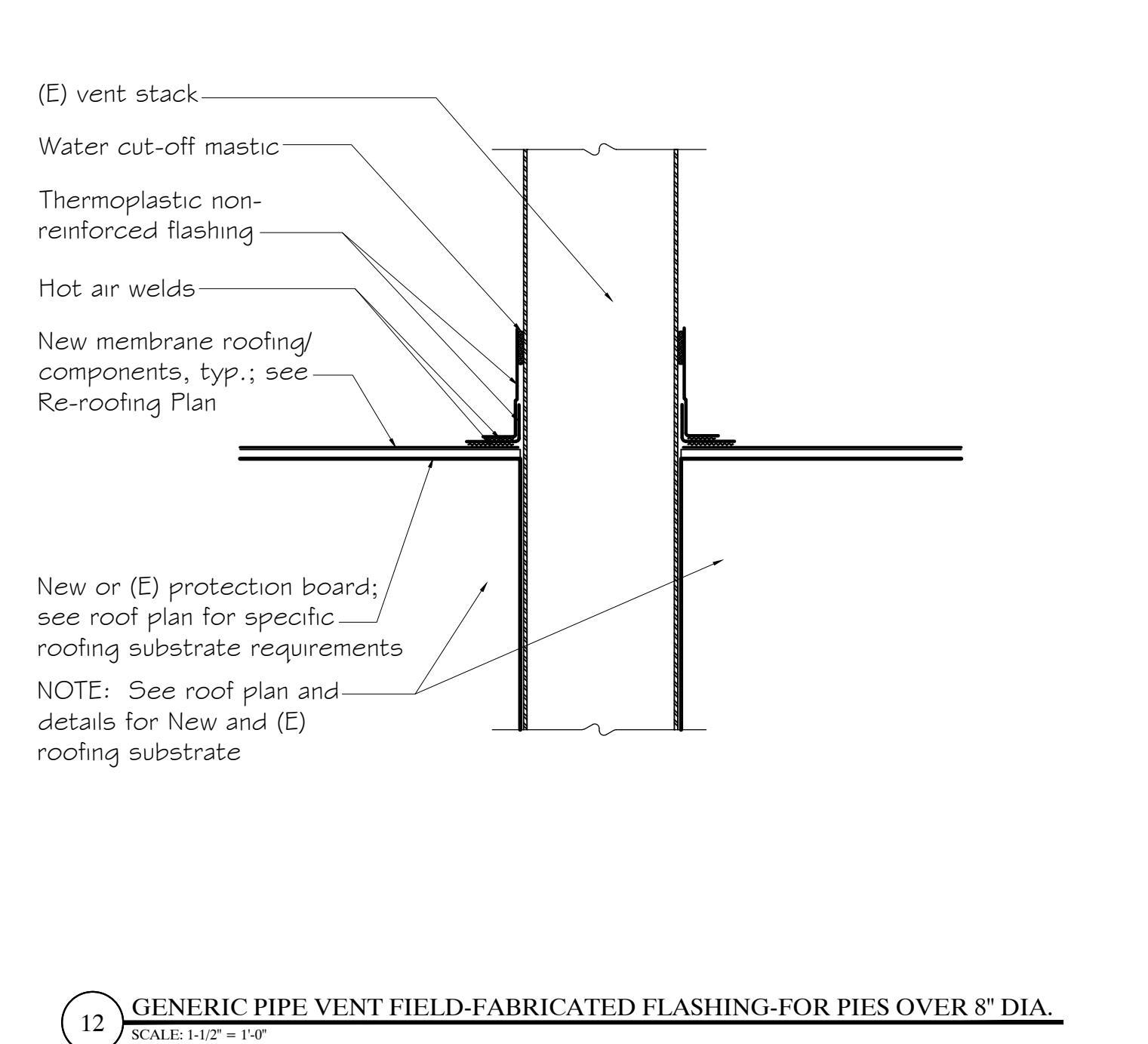
9 MECHANICAL UNIT CURB FLASHING  
SCALE: 1/12" = 1'-0"



10 GENERIC EXHAUST HOOD CURB FLASHING  
SCALE: 1/12" = 1'-0"



11 GENERIC PIPE VENT PRE-FABRICATED FLASHING-FOR PIES UP TO 8" DIA.  
SCALE: 1/12" = 1'-0"



12 GENERIC PIPE VENT FIELD-FABRICATED FLASHING-FOR PIES OVER 8" DIA.  
SCALE: 1/12" = 1'-0"

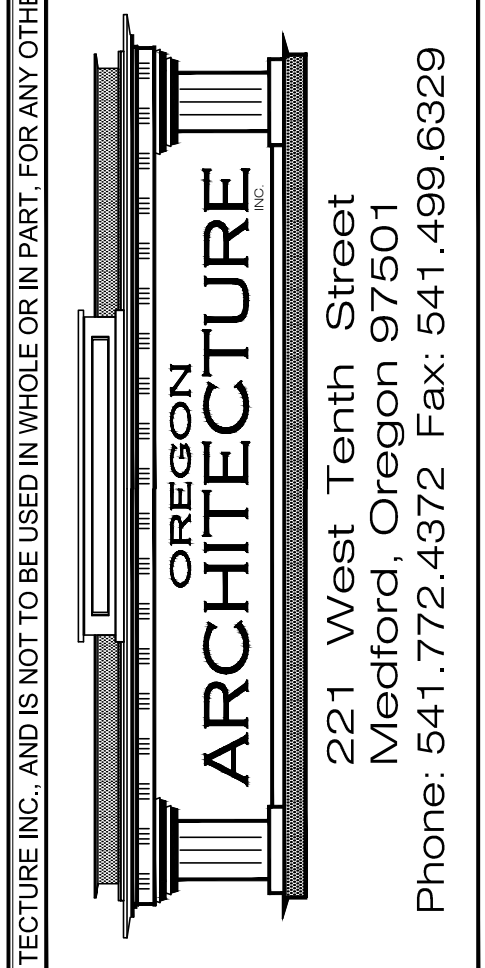
TO VERIFY SCALES 0" 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

NOT USED

NOT USED



REGISTERED ARCHITECT  
Mark McKechnie  
Medford, Oregon 97501  
4666  
STATE OF OREGON  
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Proposed College Union Reroofing for  
**Oregon Institute of Technology**  
Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 36S9E000 LOT 04900  
221 West Tenth Street  
Medford, Oregon 97501  
Phone: 541.772.4372 Fax: 541.499.6329

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

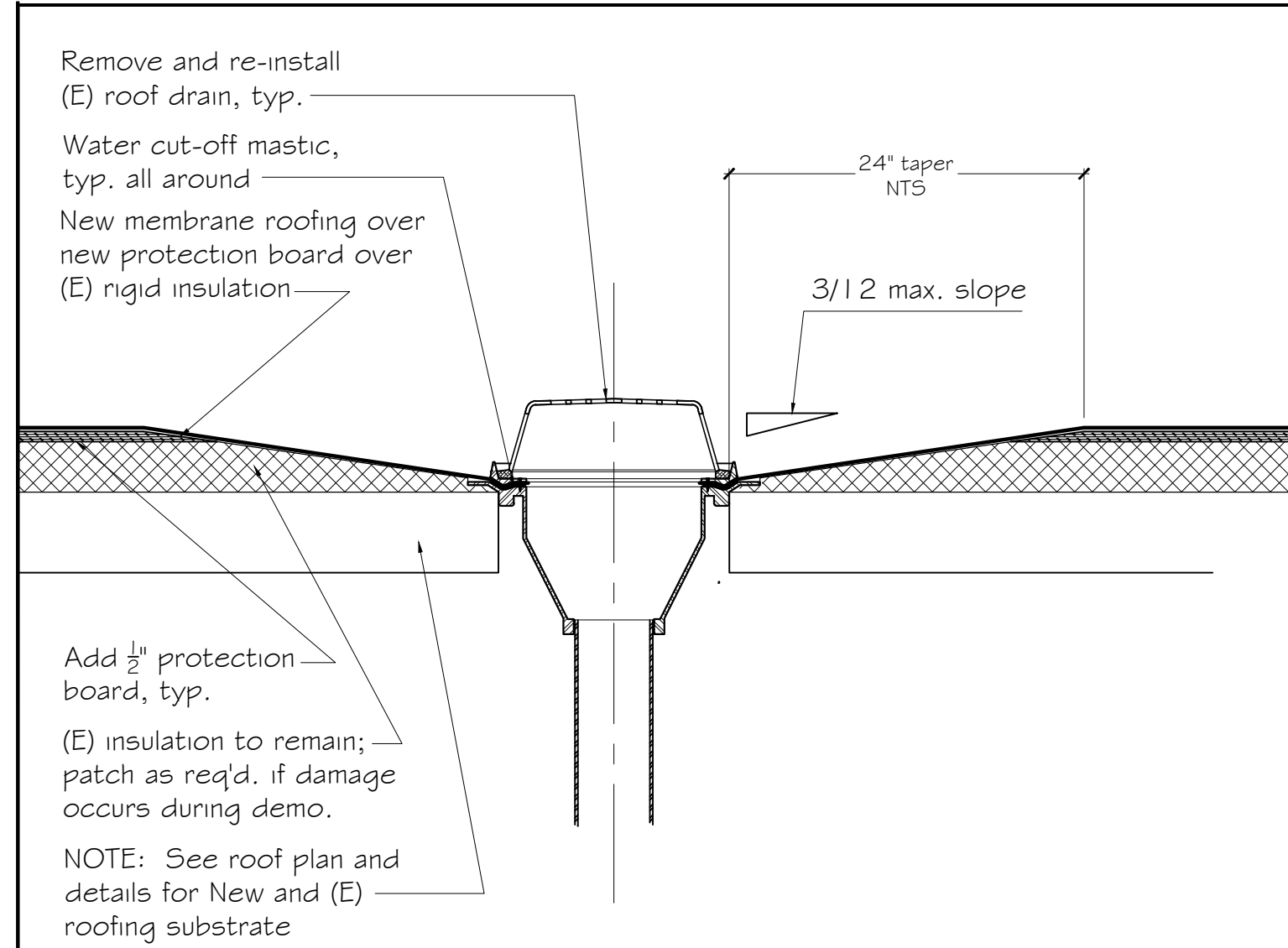
REVISIONS	BY

PLOT DATE: \_\_\_\_\_  
ISSUE DATE: 7/9/2013  
DRAWN BY: C.L.L.  
JOB NO.: \_\_\_\_\_  
SHEET \_\_\_\_\_

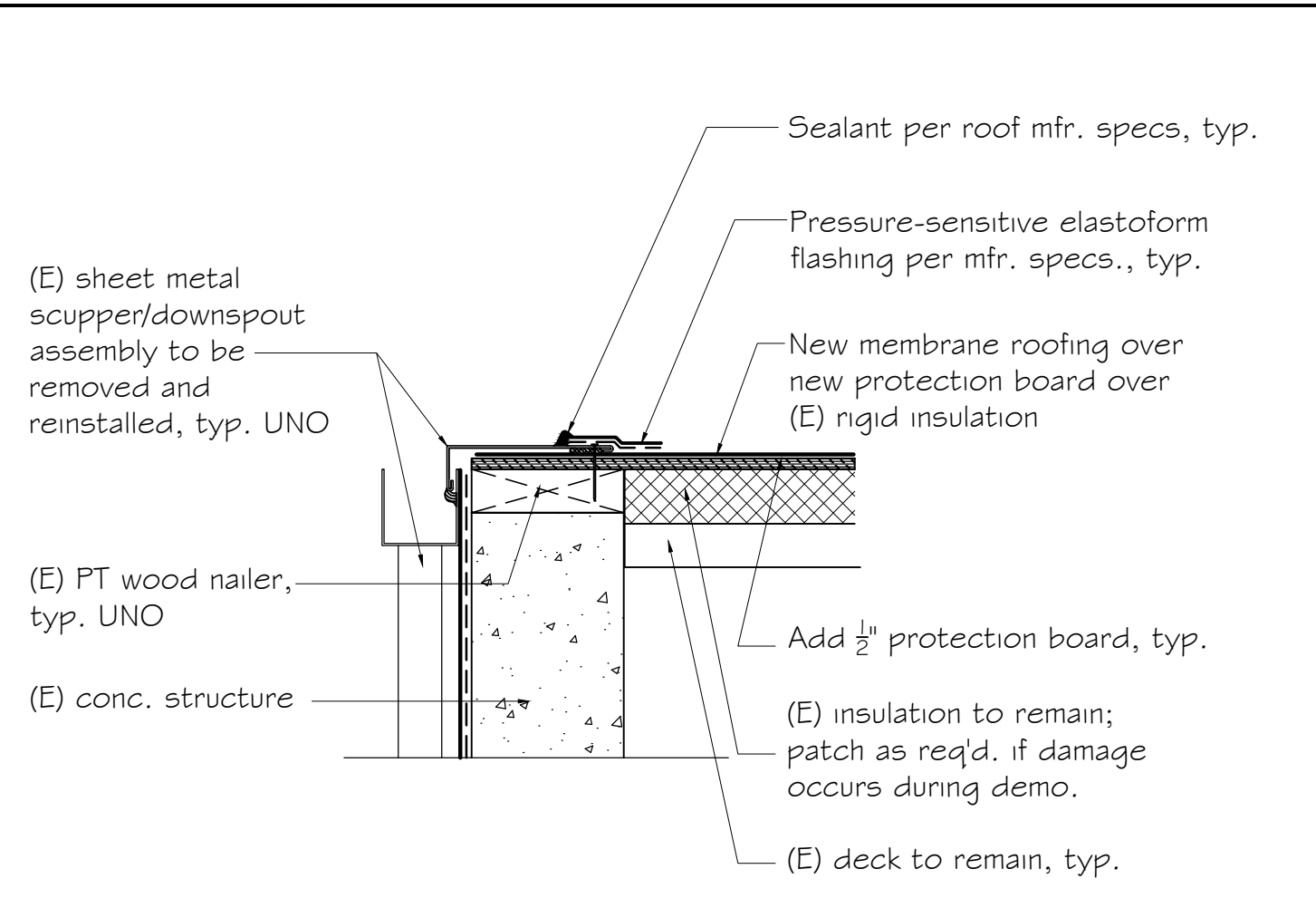
**A2.0**  
DETAILS

4 OF 5

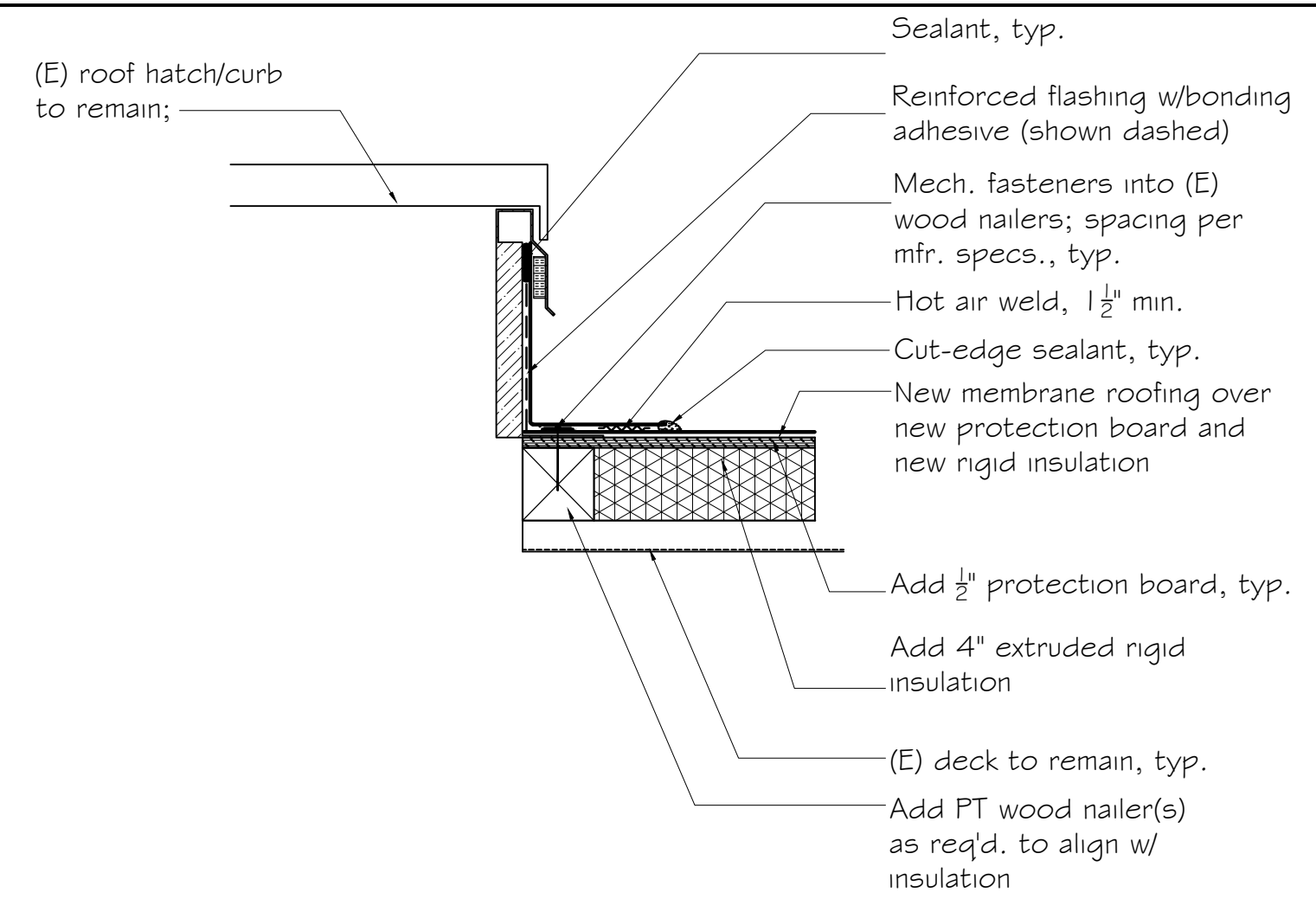
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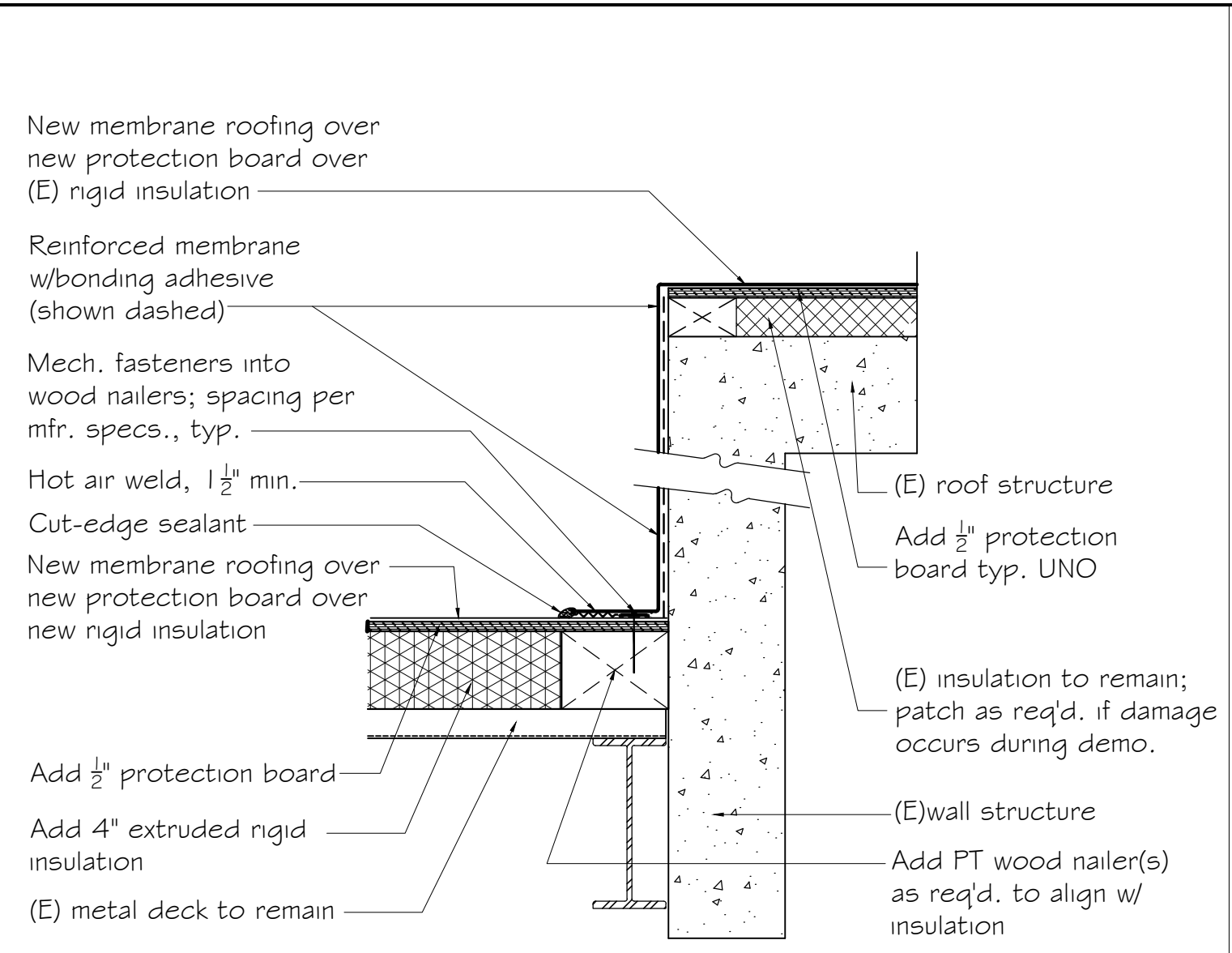
1 GENERIC ROOF DRAIN FLASHING  
SCALE: 1/12" = 1'-0"



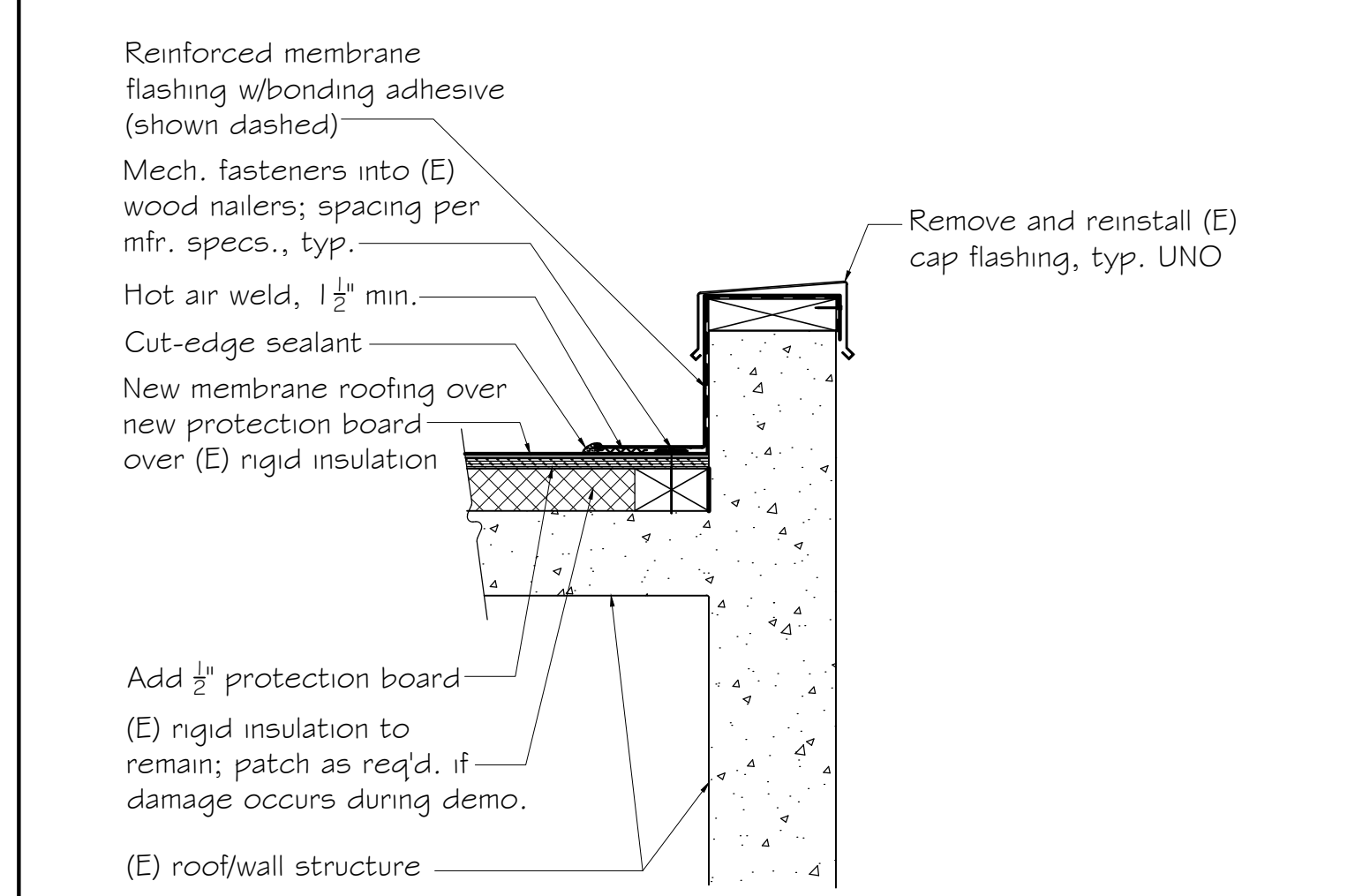
2 GENERIC SCUPPER AT DECK FLASHING  
SCALE: 1/12" = 1'-0"



3 ROOF HATCH FLASHING  
SCALE: 1/12" = 1'-0"



4 ROOF TO WALL FLASHING  
SCALE: 1/12" = 1'-0"



5 CAP FLASHING  
SCALE: 1/12" = 1'-0"

TO VERIFY SCALES 0" 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH



Project Description:  
Proposed College Union Reroofing for  
**Oregon Institute of Technology**

Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 36S8E000 LOT 04800

221 West Tenth Street  
Medford, Oregon 97501  
Phone: 541.772.4372 Fax: 541.499.6329

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

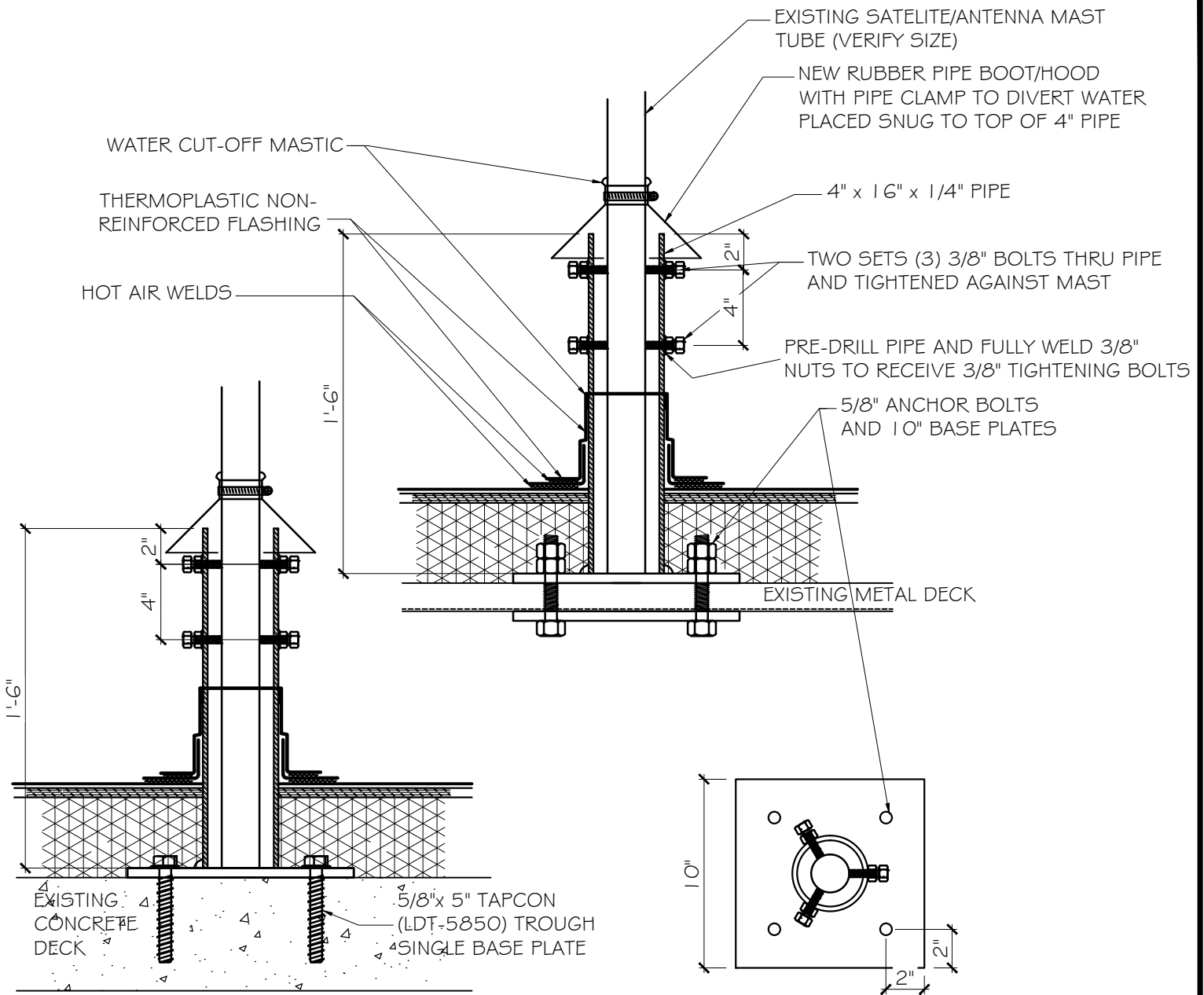
REVISIONS	BY

PLOT DATE: \_\_\_\_\_  
ISSUE DATE: 7/9/2013  
DRAWN BY: C.L.L.  
JOB NO.: \_\_\_\_\_  
SHEET

**A2.1**  
DETAILS

5 OF 5

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## CONCRETE DECK OPTION

### 1 SUPPLEMENTAL SATELITE MOUNTING DETAIL

1" = 1'-0"

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221 West Tenth Street  
Medford, Oregon 97501  
Phone: 541.772.4372 Fax: 541.499.6329

Sheet Name:  
**ASI-1.0**

Reference Drawing :

Drawn By:

Reviewed / Approved By:

Issued:

Date:

Date:

Project Name:

**COLLEGE UNION RE-ROOFING**

Implementation :

- Supplemental Instruction
- Change Order
- Revisions
- Corrections or Clarifications
- As-Built
- For Review / Approval

Project Location:

3201 CAMPUS DRIVE  
KLAMATH FALLS, OREGON 97601

Project Owner:

**Oregon TECH**



# ABBREVIATIONS

<b>A</b>	Anchor Bolt	<b>L</b>	Laminate
A.B.	Air Conditioning	LAV.	Lavatory
ACT.	Acoustical Ceiling Tile	LB.	Pounds
A.D.	Area Drain	LF.	Linear Feet
A.D.A.	American Disability Act	LT.	Light
ADJ.	Adjustable	LTR.	Lighting
AFF.	Above Finish Floor	LVS.	Lower
AGGR.	Aggregate	<b>M</b>	Machine
ALUM.	Aluminum	MACH.	Machine
ALT.	Alternate	MATL.	Material
ANOD.	Anodized	MAX.	Maximum
AP.	Access Panel	MECH.	Mechanical
APPROX.	Approximate	MEMB.	Membrane
ARCH.	Architect/Architectural	MFR.	Manufacturer
<b>B</b>	Board	MIN.	Minimum
BLDG.	Building	MIS.	Miscellaneous
BLKG.	Blocking	MTD.	Mounted
BM.	Beam	WTL.	Wall
BOT.	Bottom	WTR.L.A.	Water
BRG.	Bearing	MEZZ.B.	Mezzanine
BRK.	Break	<b>N</b>	North
BRZ.	Bronze	NA.	Not Applicable
B/S.	Building Standard	NC.	Not in Contract
BSMT.	Basement	NG.	Number
B.U.	Built Up	NOM.	Nominal
<b>C</b>	Cabinet	N.T.S.	Not to Scale
CEM.	Cement	<b>O</b>	Overall
C.G.	Corner Guard	O.A.	On Center
CJ.	Control Joint	O.C.	Outside Diameter
CL.	Center Line	O.D.	Outside Diameter
C.L.	Clear	O.F.R.D.	Overflow Roof Drain
CLG.	Ceiling	P.T.D.	Paper Towel Dispenser
CLOS.	Closet	OPNG.	Opening
C.M.U.	Concrete Masonry Unit	OPP.	Opposite
CONC.	Concrete	O.S.	Overflow Sopper
COL.	Column	<b>P</b>	Plastic Laminate
CONST.	Construction	PL.	Plate
CONT.	Continuous	P.L.	Property Line
COBR.	Control	PL.WD.	Plywood
CPT.	Carpet	PR.	Pair
CT.	Ceramic Tile	P.S.F.	Pounds per Square Foot
C.U.F.T.	Cubic Feet	P.S.I.	Pounds per Square Inch
C.U.YD.	Cubic Yard	P.T.D.	Paper Towel Dispenser
C.W.L.	Cold Water Line	P.T.R.	Paper Towel Rack/Plate
<b>D</b>	Demolition	PMT.	Panic Hardware
DET.	Detail	<b>Q</b>	Quantity
D.F.	Drinking Foundation	QTY.	Quantity
DN.	Down	<b>R</b>	Return Air
DN.	Down	R.A.	Return Air
D.O.	Door	R.B.	Rubber Base
D.S.	Down spout	R.D.	Roof Drain
D.W.	Dishwasher	RAD.	Radius
DWG.	Drawing	REFR.	Refrigerator
<b>E</b>	East	REIN.	Reinforcing
EA.	Each	REFL.	Reflected
(E)	Existing	REGR.	Regrout
Ext.	Existing	RM.	Room
EJ.	Expansion Joint	R.O.	Rough Opening
ELEC.	Electrical	RES.	Resilient
EL.	Elevation (Height)	REV.	Revision / Reverse
ELEV.	Elevation (View) / Elevator	RT.	Resilient Tile
EQ.	Equipment	<b>S</b>	South
EQUIP.	Equipment	S.C.	Solid Core
EXST.	Existing	SCHED.	Schedule
EXP.	Expansion	SECTN.	Section
EXT.	Exterior	SHT.	Sheet
<b>F</b>	Floor Drain	SHTG.	Sheathing
F.D.	Floor Drain	SIM.	Similar
FDN.	Foundation	S.O.G.	Set on Grade
F.E.	Fire Extinguisher	SPEC.	Specification
F.E.C.	Fire Extinguisher Cabinet	SQ.	Square
F.F.	Finish Face	SQ.FT.	Square Feet
FN.	Finish	STL.	Steel
FLUOR.	Fluorescent	STD.	Standard
FLR.	Floor	STOR.	Storage
F.O.S.	Face of Stud	STRUCT.	Structure / Structural
F.O.C.	Face of Concrete	SUSP.	Suspended
F.O.F.	Face of Finish	SYM.	Symmetrical
F.O.M.	Face of Masonry	<b>T</b>	Tread
FP.	Fingertproof	T.B.	Towel Bar
FT.	Foot / Feet	TEL.	Telephone
F.R.T.	Fire Retardant Treated	TEMP.	Tempered
FURN.	Furniture	THK.	Thick
<b>G</b>	Garage	T & G	Tongue and Groove
GA.	Garage	T.O.S.	Top of Slab
G.A.	Gauge	T.P.D.	Toilet Paper Dispenser
G.B.	Grab Bar	TYP.	Typical
G.F.R.C.	Glass Fiber Rein. Conc.	<b>U</b>	Unless Noted Otherwise
GL.	Glass / Glazing	UR.	Urinal
G.W.B.	Gypsum Wall Board	UTIL.	Utility
GYP.	Gypsum	<b>V</b>	Vinyl
<b>H</b>	Hollow Core	VB.	Vinyl Base
H.C.	Hollow Core	V.C.T.	Vinyl Composition Tile
H.B.	Hose Bib	VENT.	Ventilation
HDCP.	Hardcopy	VERT.	Vertical
HDR.	Header	VEST.	Vestibule
H.V.A.C.	Heating/Ventilation/Air-Conditioning	V.W.C.	Vinyl Wall Covering
HDWR.	Hardware	<b>W</b>	Web
HOWR.	Hardwood	W.	West
HM.	Hollow Metal	W.O.	Without
HORIZ.	Horizontal	WC.	Water Closet
HR.	Hour	WO.	Wood
HT.	Height	WP.	Waterproofing
HC.	Handicapped	WWF.	Welded wire fabric
<b>I</b>	Inside Diameter	<b>J</b>	Joint
IN.	Inch / Inches	J.F.	Joint Filler
INCAN.	Incandescent	JT.	Joint
INCL.	Include	JST.	Joint
INSUL.	Insulation	<b>K</b>	Kiln
INT.	Interior	<b>L</b>	Laminate
<b>J</b>	Joint	<b>LAV.</b>	Lavatory
JAN.	Janitor	<b>LB.</b>	Pounds
JF.	Joint Filler	<b>LF.</b>	Linear Feet
JT.	Joint	<b>LT.</b>	Light
JST.	Joint	<b>LTR.</b>	Lighting
<b>K</b>	Kiln	<b>LVS.</b>	Lower
<b>L</b>	Laminate	<b>M</b> <td>Machine</td>	Machine
<b>LAV.</b>	Lavatory	<b>MACH.</b>	Machine
<b>LB.</b>	Pounds	<b>MATL.</b>	Material
<b>LF.</b>	Linear Feet	<b>MAX.</b>	Maximum
<b>LT.</b>	Light	<b>MECH.</b>	Mechanical
<b>LTR.</b>	Lighting	<b>MEMB.</b>	Membrane
<b>LVS.</b>	Lower	<b>MFR.</b>	Manufacturer
<b>M</b> <td>Machine</td> <td><b>MIN.</b></td> <td>Minimum</td>	Machine	<b>MIN.</b>	Minimum
<b>MACH.</b>	Machine	<b>MIS.</b>	Miscellaneous
<b>MATL.</b>	Material	<b>MTD.</b>	Mounted
<b>MAX.</b>	Maximum	<b>WTL.</b>	Wall
<b>MECH.</b>	Mechanical	<b>WTR.L.A.</b>	Water
<b>MEMB.</b>	Membrane	<b>MEZZ.B.</b>	Mezzanine
<b>MFR.</b>	Manufacturer	<b>N</b> <td>North</td>	North
<b>MIN.</b>	Minimum	<b>NA.</b>	Not Applicable
<b>MIS.</b>	Miscellaneous	<b>NC.</b>	Not in Contract
<b>MTD.</b>	Mounted	<b>NG.</b>	Number
<b>WTL.</b>	Wall	<b>NOM.</b>	Nominal
<b>WTR.L.A.</b>	Water	<b>N.T.S.</b>	Not to Scale
<b>MEZZ.B.</b>	Mezzanine	<b>O</b> <td>Overall</td>	Overall
<b>N</b> <td>North</td> <td><b>O.A.</b></td> <td>On Center</td>	North	<b>O.A.</b>	On Center
<b>NA.</b>	Not Applicable	<b>O.C.</b>	Outside Diameter
<b>NC.</b>	Not in Contract	<b>O.D.</b>	Outside Diameter
<b>NG.</b>	Number	<b>O.F.R.D.</b>	Overflow Roof Drain
<b>NOM.</b>	Nominal	<b>P.T.D.</b>	Paper Towel Dispenser
<b>N.T.S.</b>	Not to Scale	<b>OPNG.</b>	Opening
<b>O</b> <td>Overall</td> <td><b>OPP.</b></td> <td>Opposite</td>	Overall	<b>OPP.</b>	Opposite
<b>O.A.</b>	On Center	<b>O.S.</b>	Overflow Sopper
<b>O.C.</b>	Outside Diameter	<b>P</b> <td>Plastic Laminate</td>	Plastic Laminate
<b>O.D.</b>	Outside Diameter	<b>PL.</b>	Plate
<b>O.F.R.D.</b>	Overflow Roof Drain	<b>P.L.</b>	Property Line
<b>P.T.D.</b>	Paper Towel Dispenser	<b>PL.WD.</b>	Plywood
<b>OPNG.</b>	Opening	<b>PR.</b>	Pair
<b>OPP.</b>	Opposite	<b>P.S.F.</b>	Pounds per Square Foot
<b>O.S.</b>	Overflow Sopper	<b>P.S.I.</b>	Pounds per Square Inch
<b>P</b> <td>Plastic Laminate</td> <td><b>P.T.D.</b></td> <td>Paper Towel Dispenser</td>	Plastic Laminate	<b>P.T.D.</b>	Paper Towel Dispenser
<b>PL.</b>	Plate	<b>P.T.R.</b>	Paper Towel Rack/Plate
<b>P.L.</b>	Property Line	<b>PMT.</b>	Panic Hardware
<b>PL.WD.</b>	Plywood	<b>Q</b> <td>Quantity</td>	Quantity
<b>PR.</b>	Pair	<b>QTY.</b>	Quantity
<b>P.S.F.</b>	Pounds per Square Foot	<b>R</b> <td>Return Air</td>	Return Air
<b>P.S.I.</b>	Pounds per Square Inch	<b>R.A.</b>	Return Air
<b>P.T.D.</b>	Paper Towel Dispenser	<b>R.B.</b>	Rubber Base
<b>P.T.R.</b>	Paper Towel Rack/Plate	<b>R.D.</b>	Roof Drain
<b>PMT.</b>	Panic Hardware	<b>RAD.</b>	Radius
<b>Q</b> <td>Quantity</td> <td><b>REFR.</b></td> <td>Refrigerator</td>	Quantity	<b>REFR.</b>	Refrigerator
<b>QTY.</b>	Quantity	<b>REIN.</b>	Reinforcing
<b>R</b> <td>Return Air</td> <td><b>REFL.</b></td> <td>Reflected</td>	Return Air	<b>REFL.</b>	Reflected
<b>R.A.</b>	Return Air	<b>REGR.</b>	Regrout
<b>R.B.</b>	Rubber Base	<b>RM.</b>	Room
<b>R.D.</b>	Roof Drain	<b>R.O.</b>	Rough Opening
<b>RAD.</b>	Radius	<b>RES.</b>	Resilient
<b>REFR.</b>	Refrigerator	<b>REV.</b>	Revision / Reverse
<b>REIN.</b>	Reinforcing	<b>RT.</b>	Resilient Tile
<b>REFL.</b>	Reflected	<b>S</b> <td>South</td>	South
<b>REGR.</b>	Regrout	<b>S.C.</b>	Solid Core
<b>RM.</b>	Room	<b>SCHED.</b>	Schedule
<b>R.O.</b>	Rough Opening	<b>SECTN.</b>	Section
<b>RES.</b>	Resilient	<b>SHT.</b>	Sheet
<b>REV.</b>	Revision / Reverse	<b>SHTG.</b>	Sheathing
<b>RT.</b>	Resilient Tile	<b>SIM.</b>	Similar
<b>S</b> <td>South</td> <td><b>S.O.G.</b></td> <td>Set on Grade</td>	South	<b>S.O.G.</b>	Set on Grade
<b>S.C.</b>	Solid Core	<b>SPEC.</b>	Specification
<b>SCHED.</b>	Schedule	<b>SQ.</b>	Square
<b>SECTN.</b>	Section	<b>SQ.FT.</b>	Square Feet
<b>SHT.</b>	Sheet	<b>STL.</b>	Steel
<b>SHTG.</b>	Sheathing	<b>STD.</b>	Standard
<b>SIM.</b>	Similar	<b>STOR.</b>	Storage
<b>S.O.G.</b>	Set on Grade	<b>STRUCT.</b>	Structure / Structural
<b>SPEC.</b>	Specification	<b>SUSP.</b>	Suspended
<b>SQ.</b>	Square	<b>SYM.</b>	Symmetrical
<b>SQ.FT.</b>	Square Feet	<b>T</b> <td>Tread</td>	Tread
<b>STL.</b>	Steel	<b>T.B.</b>	Towel Bar
<b>STD.</b>	Standard	<b>TEL.</b>	Telephone
<b>STOR.</b>	Storage	<b>TEMP.</b>	Tempered
<b>STRUCT.</b>	Structure / Structural	<b>THK.</b>	Thick
<b>SUSP.</b>	Suspended	<b>T &amp; G</b>	Tongue and Groove
<b>SYM.</b>	Symmetrical	<b>T.O.S.</b>	Top of Slab
<b>T</b> <td>Tread</td> <td><b>T.P.D.</b></td> <td>Toilet Paper Dispenser</td>	Tread	<b>T.P.D.</b>	Toilet Paper Dispenser
<b>T.B.</b>	Towel Bar	<b>TYP.</b>	Typical
<b>TEL.</b>	Telephone	<b>U</b> <td>Unless Noted Otherwise</td>	Unless Noted Otherwise
<b>TEMP.</b>	Tempered	<b>UR.</b>	Urinal
<b>THK.</b>	Thick	<b>UTIL.</b>	Utility
<b>T &amp; G</b>	Tongue and Groove	<b>V</b> <td>Vinyl</td>	Vinyl
<b>T.O.S.</b>	Top of Slab	<b>VB.</b>	Vinyl Base
<b>T.P.D.</b>	Toilet Paper Dispenser	<b>V.C.T.</b>	Vinyl Composition Tile
<b>TYP.</b>	Typical	<b>VENT.</b>	Ventilation
<b>U</b> <td>Unless Noted Otherwise</td> <td><b>VERT.</b></td> <td>Vertical</td>	Unless Noted Otherwise	<b>VERT.</b>	Vertical
<b>UR.</b>	Urinal	<b>VEST.</b>	Vestibule
<b>UTIL.</b>	Utility	<b>V.W.C.</b>	Vinyl Wall Covering
<b>V</b> <td>Vinyl</td> <td><b>W</b> <td>Web</td> </td>	Vinyl	<b>W</b> <td>Web</td>	Web
<b>VB.</b>	Vinyl Base	<b>W.</b>	West
<b>V.C.T.</b>	Vinyl Composition Tile	<b>W.O.</b>	Without
<b>VENT.</b>	Ventilation	<b>WC.</b>	Water Closet
<b>VERT.</b>	Vertical	<b>WO.</b>	Wood
<b>VEST.</b>	Vestibule	<b>WP.</b>	Waterproofing
<b>V.W.C.</b>	Vinyl Wall Covering	<b>WWF.</b>	Welded wire fabric
<b>W</b> <td>Web</td> <td><b>X</b> <td>Exterior</td> </td>	Web	<b>X</b> <td>Exterior</td>	Exterior
<b>W.</b> <td>West</td> <td><b>Y</b> <td>Yield</td> </td>	West	<b>Y</b> <td>Yield</td>	Yield
<b>W.O.</b> <td>Without</td> <td><b>Z</b> <td>Zone</td> </td>	Without	<b>Z</b> <td>Zone</td>	Zone
<b>WC.</b> <td>Water Closet</td> <td><b>AA</b> <td>Architectural</td> </td>	Water Closet	<b>AA</b> <td>Architectural</td>	Architectural
<b>WO.</b> <td>Wood</td> <td><b>BB</b> <td>Building</td> </td>	Wood	<b>BB</b> <td>Building</td>	Building
<b>WP.</b> <td>Waterproofing</td> <td><b>CC</b> <td>Construction</td> </td>	Waterproofing	<b>CC</b> <td>Construction</td>	Construction
<b>WWF.</b> <td>Welded wire fabric</td> <td><b>DD</b> <td>Demolition</td> </td>	Welded wire fabric	<b>DD</b> <td>Demolition</td>	Demolition
<b>X</b> <td>Exterior</td> <td><b>EE</b> <td>Electrical</td> </td>	Exterior	<b>EE</b> <td>Electrical</td>	Electrical
<b>Y</b> <td>Yield</td> <td><b>FF</b> <td>Finish</td> </td>	Yield	<b>FF</b> <td>Finish</td>	Finish
<b>Z</b> <td>Zone</td> <td><b>GG</b> <td>Glazing</td> </td>	Zone	<b>GG</b> <td>Glazing</td>	Glazing
<b>AA</b> <td>Architectural</td> <td><b>HH</b> <td>Hardware</td> </td>	Architectural	<b>HH</b> <td>Hardware</td>	Hardware
<b>BB</b> <td>Building</td> <td><b>II</b> <td>Insulation</td> </td>	Building	<b>II</b> <td>Insulation</td>	Insulation
<b>CC</b> <td>Construction</td> <td><b>JJ</b> <td>Joint</td> </td>	Construction	<b>JJ</b> <td>Joint</td>	Joint
<b>DD</b> <td>Demolition</td> <td><b>KK</b> <td>Kiln</td> </td>	Demolition	<b>KK</b> <td>Kiln</td>	Kiln
<b>EE</b> <td>Electrical</td> <td><b>LL</b> <td>Laminate</td> </td>	Electrical	<b>LL</b> <td>Laminate</td>	Laminate
<b>FF</b> <td>Finish</td> <td><b>MM</b> <td>Machining</td> </td>	Finish	<b>MM</b> <td>Machining</td>	Machining
<b>GG</b> <td>Glazing</td> <td><b>NN</b> <td>Non-slip</td> </td>	Glazing	<b>NN</b> <td>Non-slip</td>	Non-slip
<b>HH</b> <td>Hardware</td> <td><b>OO</b> <td>Opening</td> </td>	Hardware	<b>OO</b> <td>Opening</td>	Opening
<b>II</b> <td>Insulation</td> <td><b>PP</b> <td>Paving</td> </td>	Insulation	<b>PP</b> <td>Paving</td>	Paving
<b>JJ</b> <td>Joint</td> <td><b>QQ</b> <td>Quantity</td> </td>	Joint	<b>QQ</b> <td>Quantity</td>	Quantity
<b>KK</b> <td>Kiln</td> <td><b>RR</b> <td>Roofing</td> </td>	Kiln	<b>RR</b> <td>Roofing</td>	Roofing
<b>LL</b> <td>Laminate</td> <td><b>SS</b> <td>Staircase</td> </td>	Laminate	<b>SS</b> <td>Staircase</td>	Staircase
<b>MM</b> <td>Machining</td> <td><b>TT</b> <td>Tiling</td> </td>	Machining	<b>TT</b> <td>Tiling</td>	Tiling
<b>NN</b> <td>Non-slip</td> <td><b>UU</b> <td>Utility</td> </td>	Non-slip	<b>UU</b> <td>Utility</td>	Utility
<b>OO</b> <td>Opening</td> <td><b>VV</b> <td>Ventilation</td> </td>	Opening	<b>VV</b> <td>Ventilation</td>	Ventilation
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<b>QQ</b> <td>Quantity</td> <td><b>XX</b> <td>Waterproofing</td> </td>	Quantity	<b>XX</b> <td>Waterproofing</td>	Waterproofing
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<b>SS</b> <td>Staircase</td> <td><b>ZZ</b> <td>Waterproofing</td> </td>	Staircase	<b>ZZ</b> <td>Waterproofing</td>	Waterproofing
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<b>UU</b> <td>Utility</td> <td><b>BBB</b> <td>Waterproofing</td> </td>	Utility	<b>BBB</b> <td>Waterproofing</td>	Waterproofing
<b>VV</b> <td>Ventilation</td> <td><b>CCC</b> <td>Waterproofing</td> </td>	Ventilation	<b>CCC</b> <td>Waterproofing</td>	Waterproofing
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<b>YY</b> <td>Waterproofing</td> <td><b>FFF</b> <td>Waterproofing</td> </td>	Waterproofing	<b>FFF</b> <td>Waterproofing</td>	Waterproofing
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<b>CCC</b> <td>Waterproofing</td> <td><b>LLL</b> <td>Waterproofing</td> </td>	Waterproofing	<b>LLL</b> <td>Waterproofing</td>	Waterproofing
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<b>FFF</b> <td>Waterproofing</td> <td><b>OOO</b> <td>Waterproofing</td> </td>	Waterproofing	<b>OOO</b> <td>Waterproofing</td>	Waterproofing
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<b>III</b> <td>Waterproofing</td> <td><b>RRR</b> <td>Waterproofing</td> </td>	Waterproofing	<b>RRR</b> <td>Waterproofing</td>	Waterproofing
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<b>NNN</b> <td>Waterproofing</td> <td><b>UUU</b> <td>Waterproofing</td> </td>	Waterproofing	<b>UUU</b> <td>Waterproofing</td>	Waterproofing
<b>OOO</b> <td>Waterproofing</td> <td><b>VVV</b> <td>Waterproofing</td> </td>	Waterproofing	<b>VVV</b> <td>Waterproofing</td>	Waterproofing
<b>PPP</b> <td>Waterproofing</td> <td><b>WWW</b> <td>Waterproofing</td> </td>	Waterproofing	<b>WWW</b> <td>Waterproofing</td>	Waterproofing
<b>QQQ</b> <td>Waterproofing</td> <td><b>XXX</b> <td>Waterproofing</td> </td>	Waterproofing	<b>XXX</b> <td>Waterproofing</td>	Waterproofing
<b>RRR</b> <td>Waterproofing</td> <td><b>YYY</b> <td>Waterproofing</td> </td>	Waterproofing	<b>YYY</b> <td>Waterproofing</td>	Waterproofing
<b>SSS</b> <td>Waterproofing</td> <td><b>ZZZ</b> <td>Waterproofing</td> </td>	Waterproofing	<b>ZZZ</b> <td>Waterproofing</td>	Waterproofing
<b>TTT</b> <td>Waterproofing</td> <td><b>AAA</b> <td>Waterproofing</td> </td>	Waterproofing	<b>AAA</b> <td>Waterproofing</td>	Waterproofing
<b>UUU</b> <td>Waterproofing</td> <td><b>BBB</b> <td>Waterproofing</td> </td>	Waterproofing	<b>BBB</b> <td>Waterproofing</td>	Waterproofing
<b>VVV</b> <td>Waterproofing</td> <td><b>CCC</b> <td>Waterproofing</td> </td>	Waterproofing	<b>CCC</b> <td>Waterproofing</td>	Waterproofing
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<b>XXX</b> <td>Waterproofing</td> <td><b>EEE</b> <td>Waterproofing</td> </td>	Waterproofing	<b>EEE</b> <td>Waterproofing</td>	Waterproofing
<b>YYY</b> <td>Waterproofing</td> <td><b>FFF</b> <td>Waterproofing</td> </td>	Waterproofing	<b>FFF</b> <td>Waterproofing</td>	Waterproofing
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<b>AAA</b> <td>Waterproofing</td> <td><b>HHH</b> <td>Waterproofing</td> </td>	Waterproofing	<b>HHH</b> <td>Waterproofing</td>	Waterproofing
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<b>DDD</b> <td>Waterproofing</td>	Waterproofing		

**SCOPE OF WORK**

- Remove existing ballast membrane roofing, protection board, older membrane roofing, and original protection board. Original insulation to remain.
- New roof to be either 60 mil. TPO or 50 mil. PVC with associated fabricated pieces and flashings over new or existing protection board.

**DEMOLITION NOTES**

- All existing conditions to be field verified prior to commencement of roofing demolition.
- All existing cap and roof edge flashings, penetration, curb and drain flashings shall be retained. Notify Architect of any flashing that needs to be replaced.
- All existing raised elements and/or equipment shall be adequately supported and protected from damage during the re-roofing process.
- Patch, repair or replace all existing elements and/or equipment that becomes damaged during any aspect of the demolition or re-roofing process.

EXISTING BALLAST ROOFING, PROTECTION BOARDS AND OLD LAYERS OF ROOFING TO BE REMOVED DOWN TO ORIGINAL RIGID INSULATION, TYP. U.N.O.

EXISTING METAL CAP FLASHING/ CANT STRIP TO BE REMOVED AND REINSTALLED, TYP. U.N.O.

EXISTING MECHANICAL EQUIPMENT TO BE RAISED IF REQUIRED, TO REMOVE EXISTING WORK, AND REINSTALLED TYP. U.N.O.

EXISTING ROOF HATCH TO BE RAISED, IF REQUIRED TO REMOVE EXISTING WORK, AND REINSTALLED, TYP. U.N.O.

REMOVE EXISTING BALLAST ROOFING SYSTEM DOWN TO ORIGINAL RIGID INSULATION, TYP. U.N.O.; SEE SCOPE OF WORK

EXISTING METAL ROOFING BELOW TO REMAIN

EXISTING PIPE VENT

EXISTING MECHANICAL EQUIPMENT TO BE RAISED IF REQUIRED, TO REMOVE EXISTING WORK, AND REINSTALLED, TYP. U.N.O.

EXISTING MECHANICAL VENT


EXISTING ROOF DRAIN

EXISTING CONC. WALKWAY TO BE REMOVED (SHOWN DASHED)

EXISTING SCUPPER

EXISTING METAL CAP FLASHING/ CANT STRIP TO BE REMOVED AND REINSTALLED, TYP. U.N.O.

CONTRACTOR TO RELOCATE EXISTING SEWER VENT BEFORE NEW MEMBRANE INSTALLATION. COORDINATE NEW LOCATION WITH OWNER.

TO VERIFY SCALES  BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

1 DEMOLITION PLAN - Library/Learning Center  
SCALE: 3/32" = 1'-0"



**OREGON ARCHITECTURE**  
221 West Tenth Street  
Medford, Oregon 97501  
Phone: 541.772.4372 Fax: 541.499.6329

**Oregon Institute of Technology**  
Proposed Library/Learning Center Re-roofing for  
Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 3858E000 LOT 04900

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

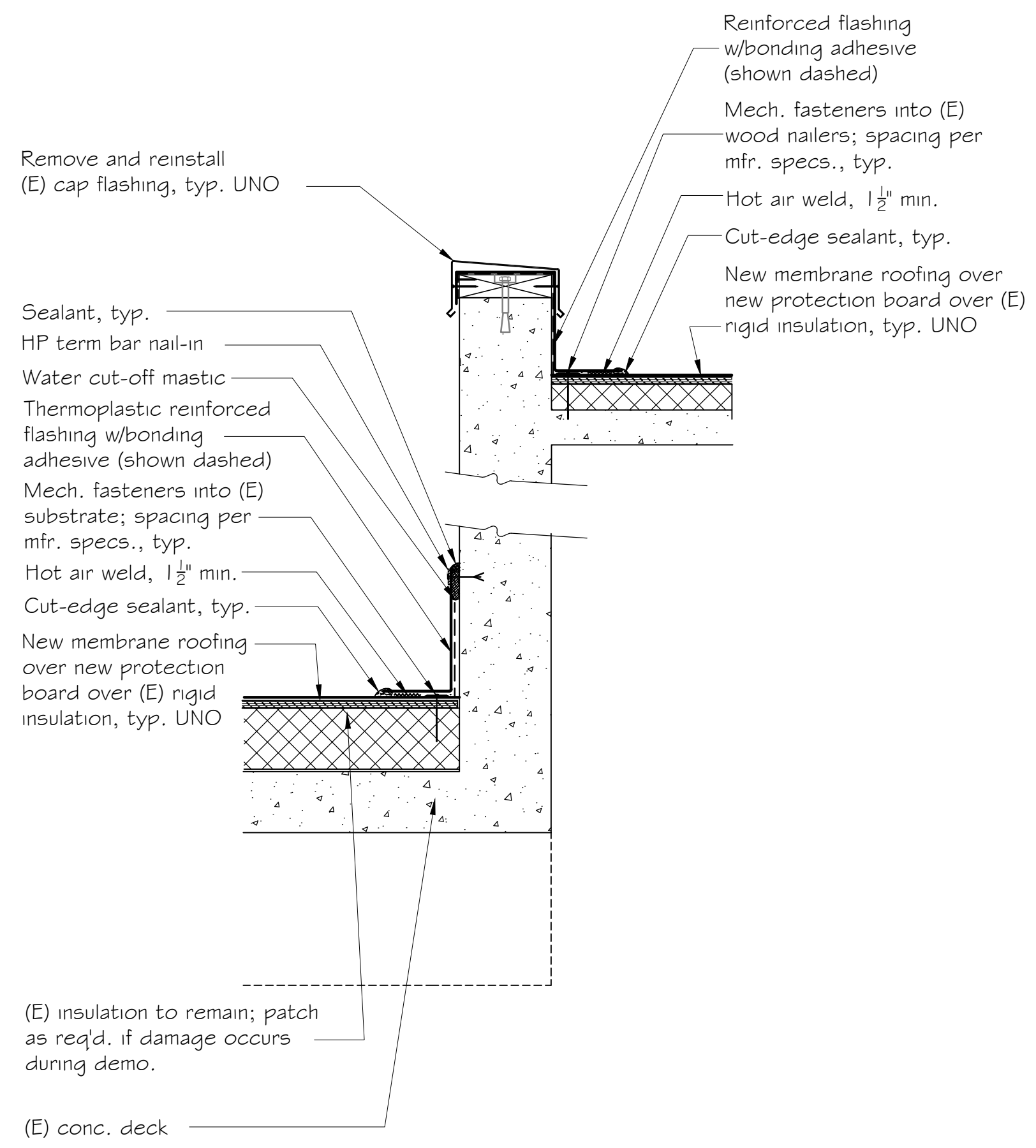
REVISIONS	BY

PLOT DATE: \_\_\_\_\_  
ISSUE DATE: 7/12/2013  
DRAWN BY: C.L.L.  
JOB NO.: \_\_\_\_\_  
SHEET

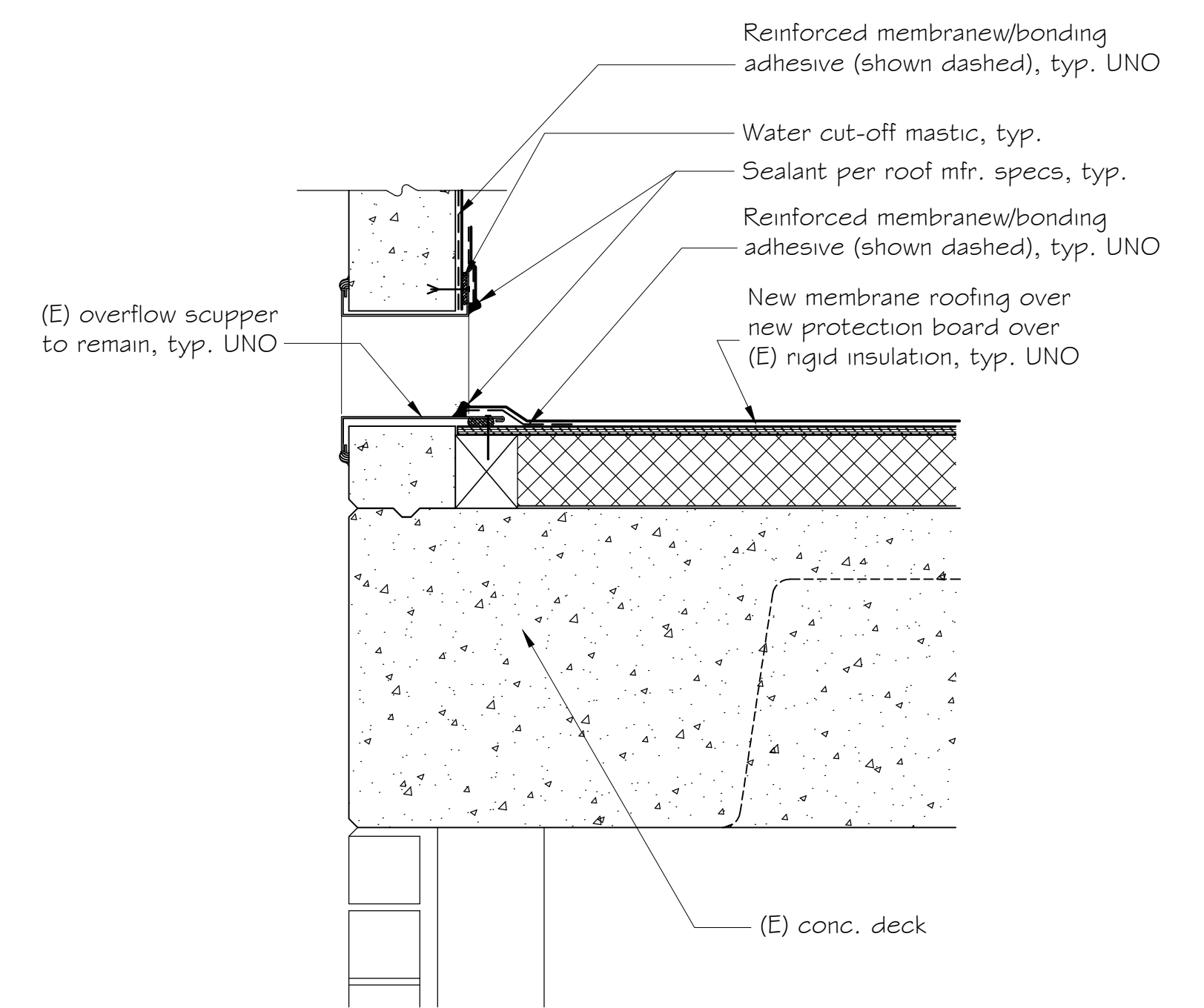
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DEMOLITION PLAN

2 OF 4

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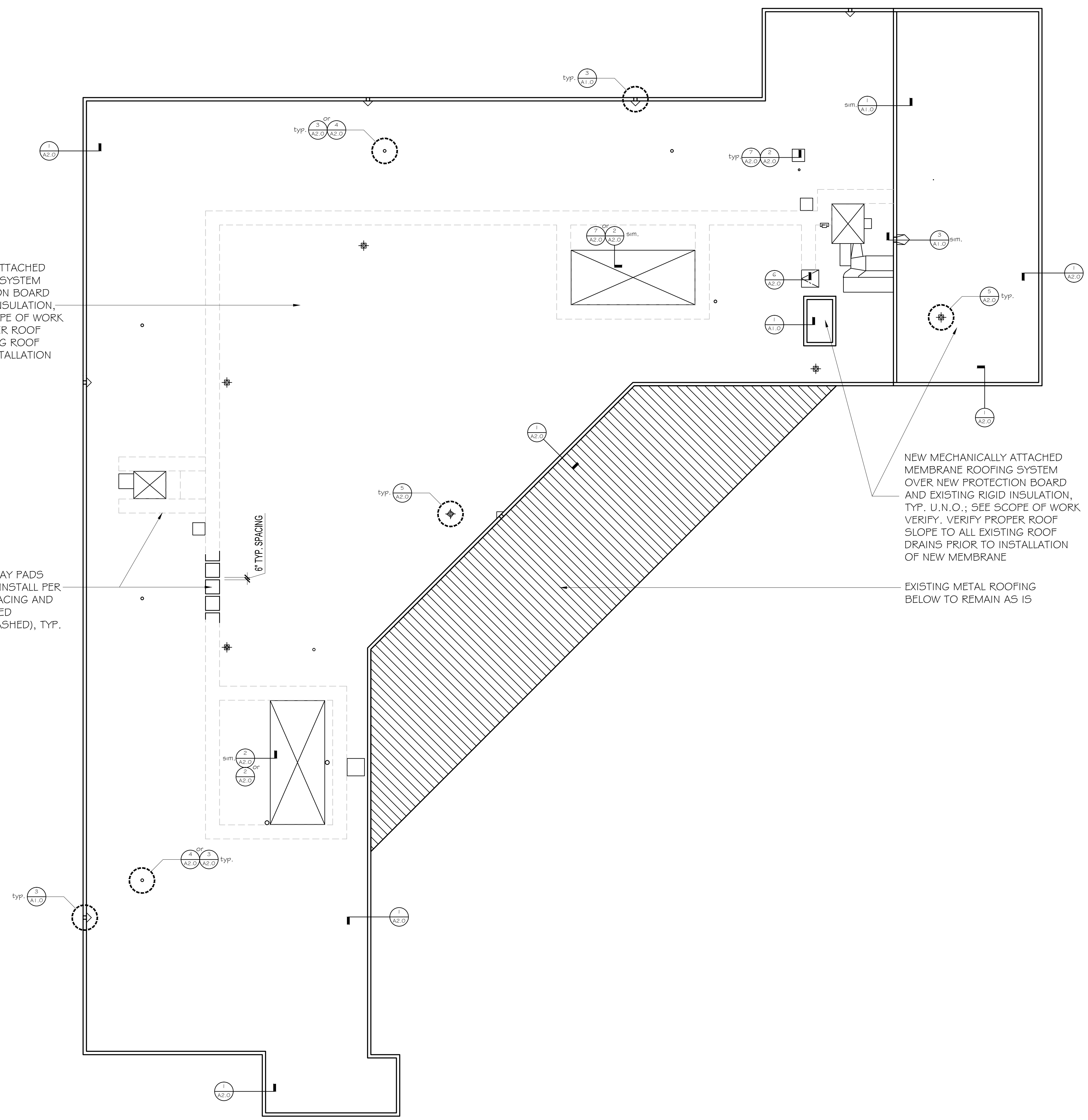
**2 ELEVATOR SHAFT FLASHING TERMINATIONS**  
SCALE: 1-1/2" = 1'-0"



**3 SCUPPER AT DECK FLASHING**  
SCALE: 1-1/2" = 1'-0"

NEW MECHANICALLY ATTACHED MEMBRANE ROOFING SYSTEM OVER NEW PROTECTION BOARD AND EXISTING RIGID INSULATION, TYP. U.N.O.; SEE SCOPE OF WORK VERIFY. VERIFY PROPER ROOF SLOPE TO ALL EXISTING ROOF DRAINS PRIOR TO INSTALLATION OF NEW MEMBRANE

ADD 30" x 30" WALKWAY PADS OVER NEW ROOFING; INSTALL PER MFR. SPECS. W/G SPACING AND FIELD VERIFY PROPOSED LOCATION (SHOWN DASHED), TYP.



**1 RE-ROOFING PLAN - Library/Learning Center**  
SCALE: 3/32" = 1'-0"



**ARCHITECTURE**  
OREGON ARCHITECTURE  
221 West Tenth Street  
Medford, Oregon 97501  
Phone: 541.772.4372 Fax: 541.499.6329

Proposed Library/Learning Center Re-roofing for  
**Oregon Institute of Technology**  
Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 38S9E000 LOT 04900

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

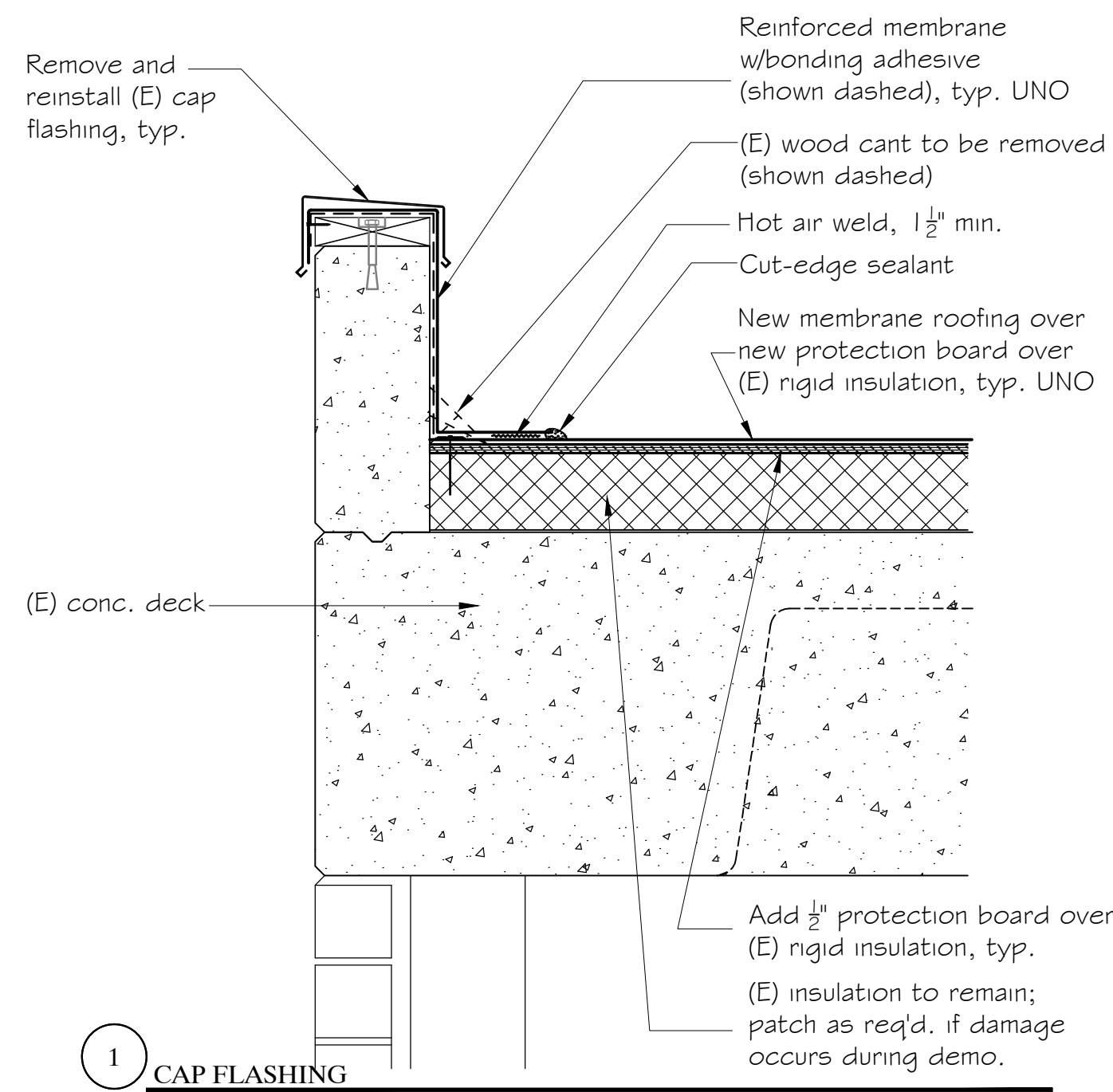
REVISIONS	BY

PLOT DATE: \_\_\_\_\_  
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JOB NO.: \_\_\_\_\_  
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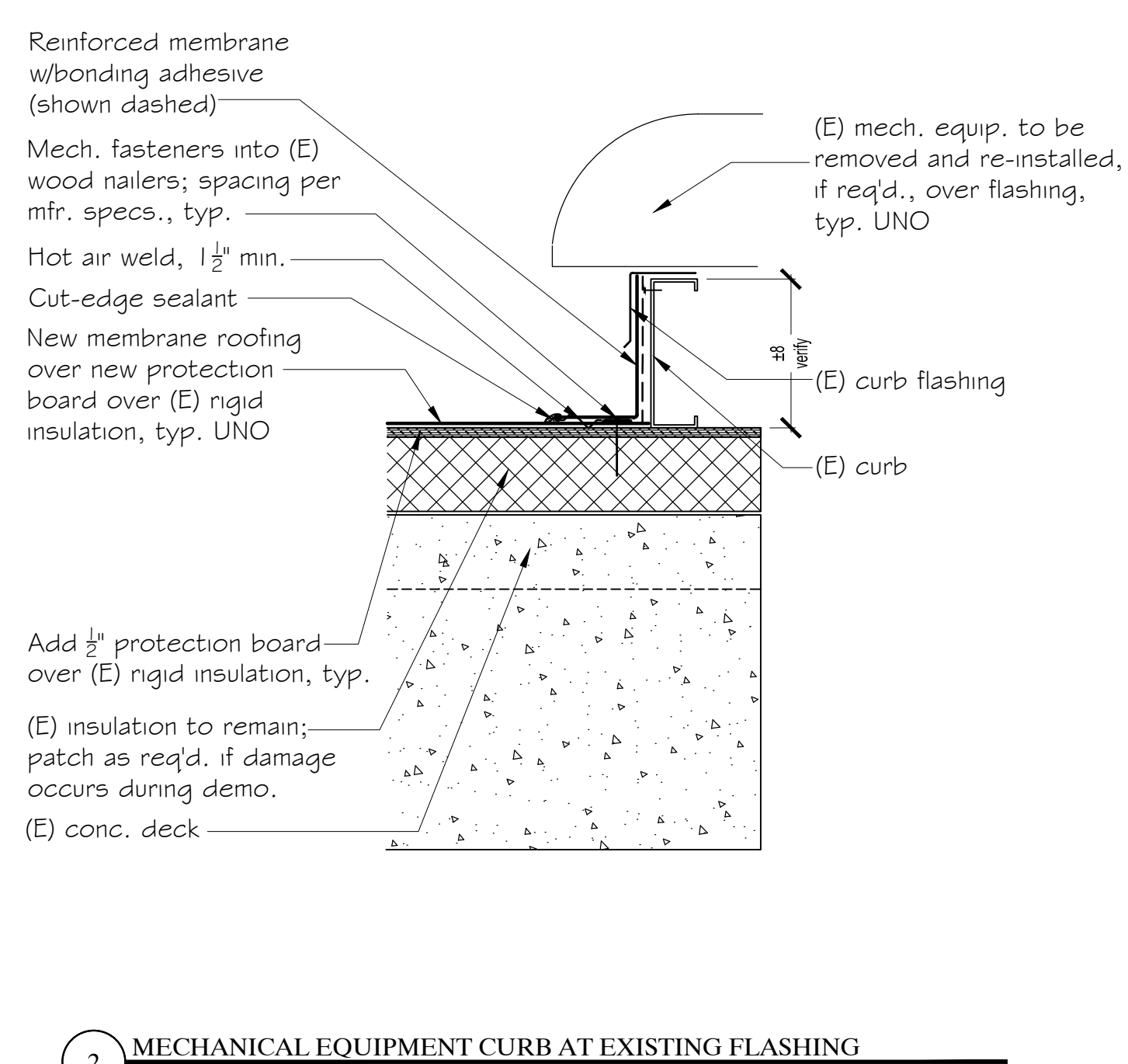
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ROOF PLAN  
3 OF 4

TO VERIFY SCALES 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

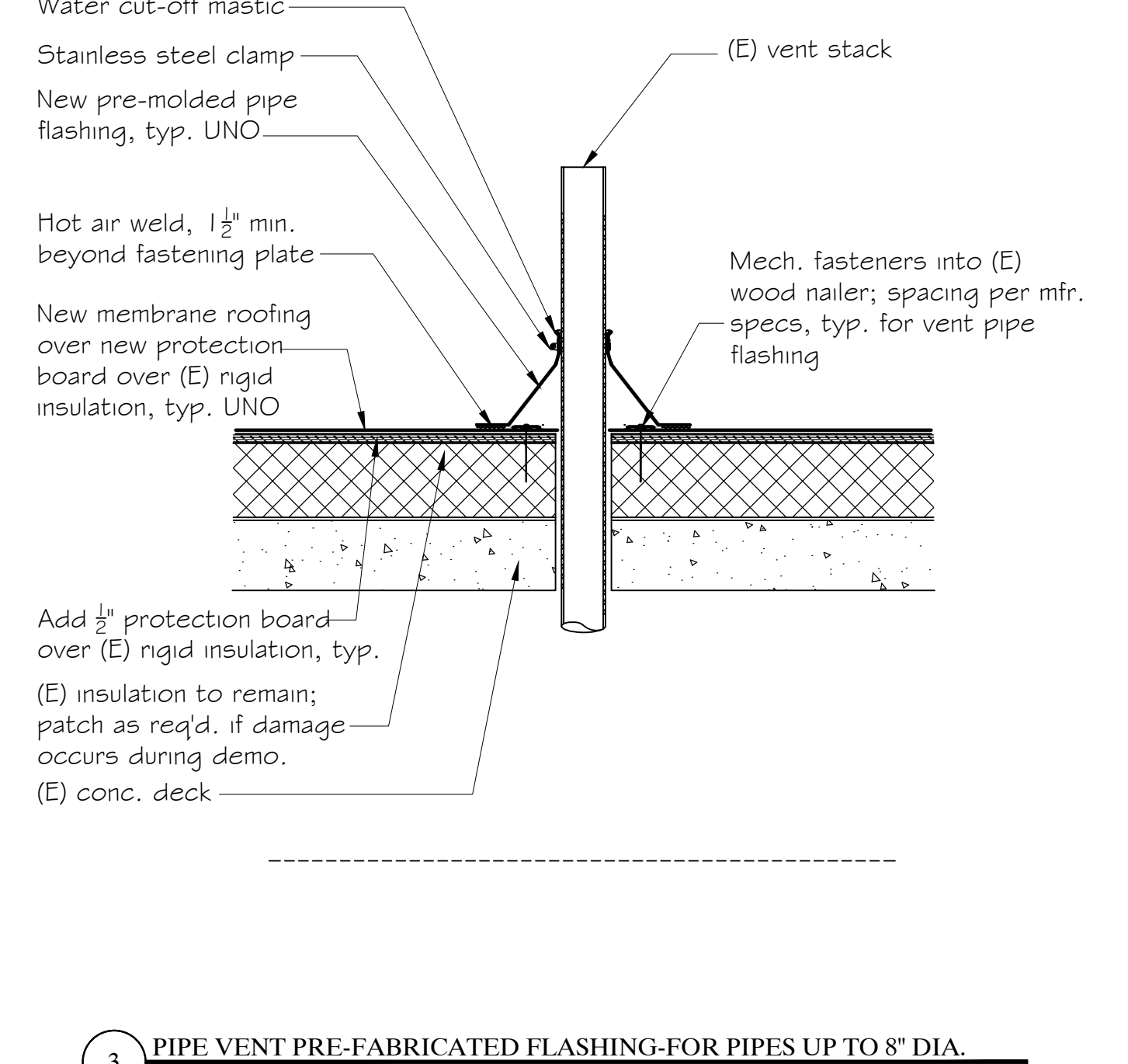
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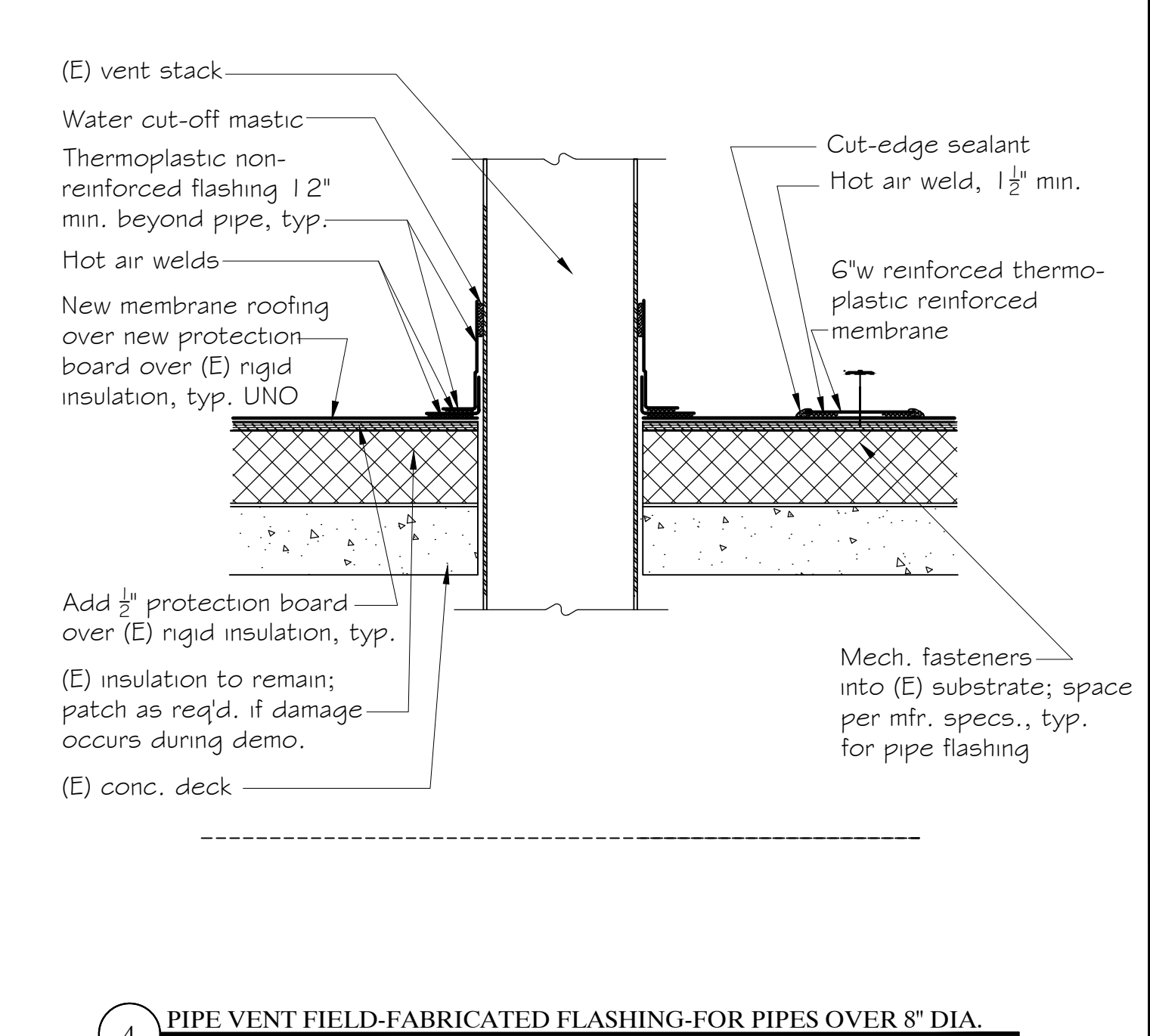
1 CAP FLASHING  
SCALE: 1-1/2" = 1'-0"



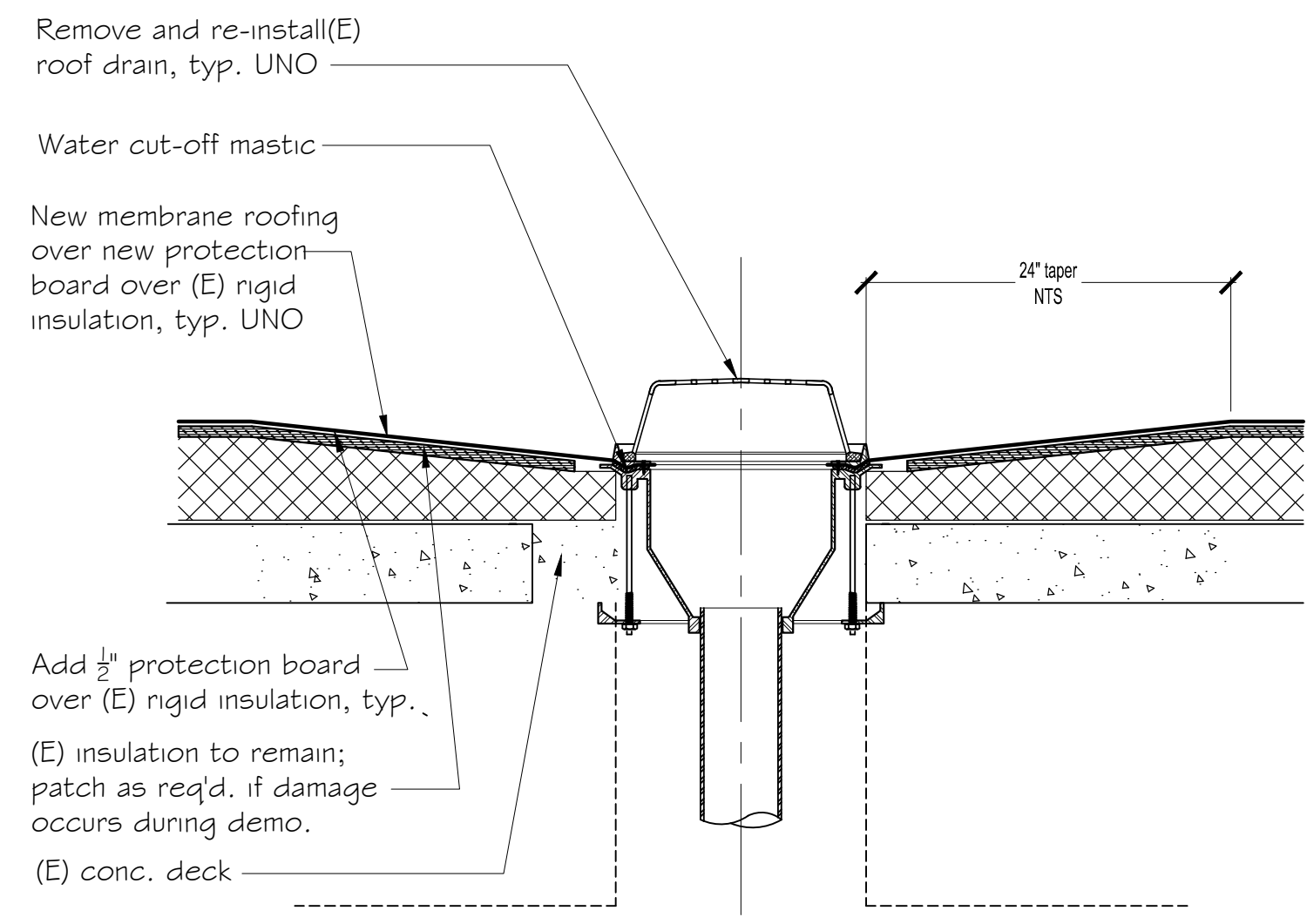
2 MECHANICAL EQUIPMENT CURB AT EXISTING FLASHING  
SCALE: 1-1/2" = 1'-0"



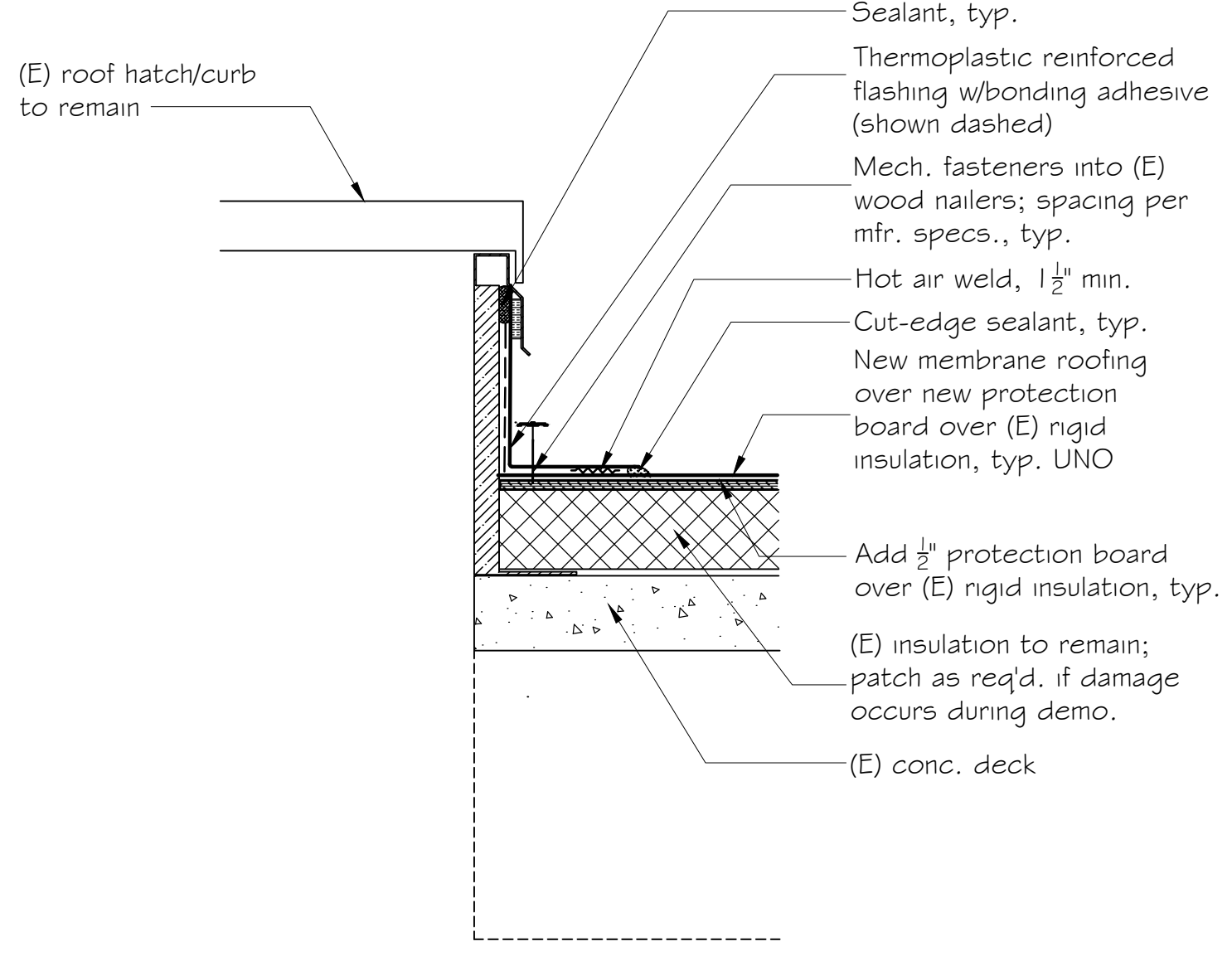
3 PIPE VENT PRE-FABRICATED FLASHING-FOR PIPES UP TO 8\"/>



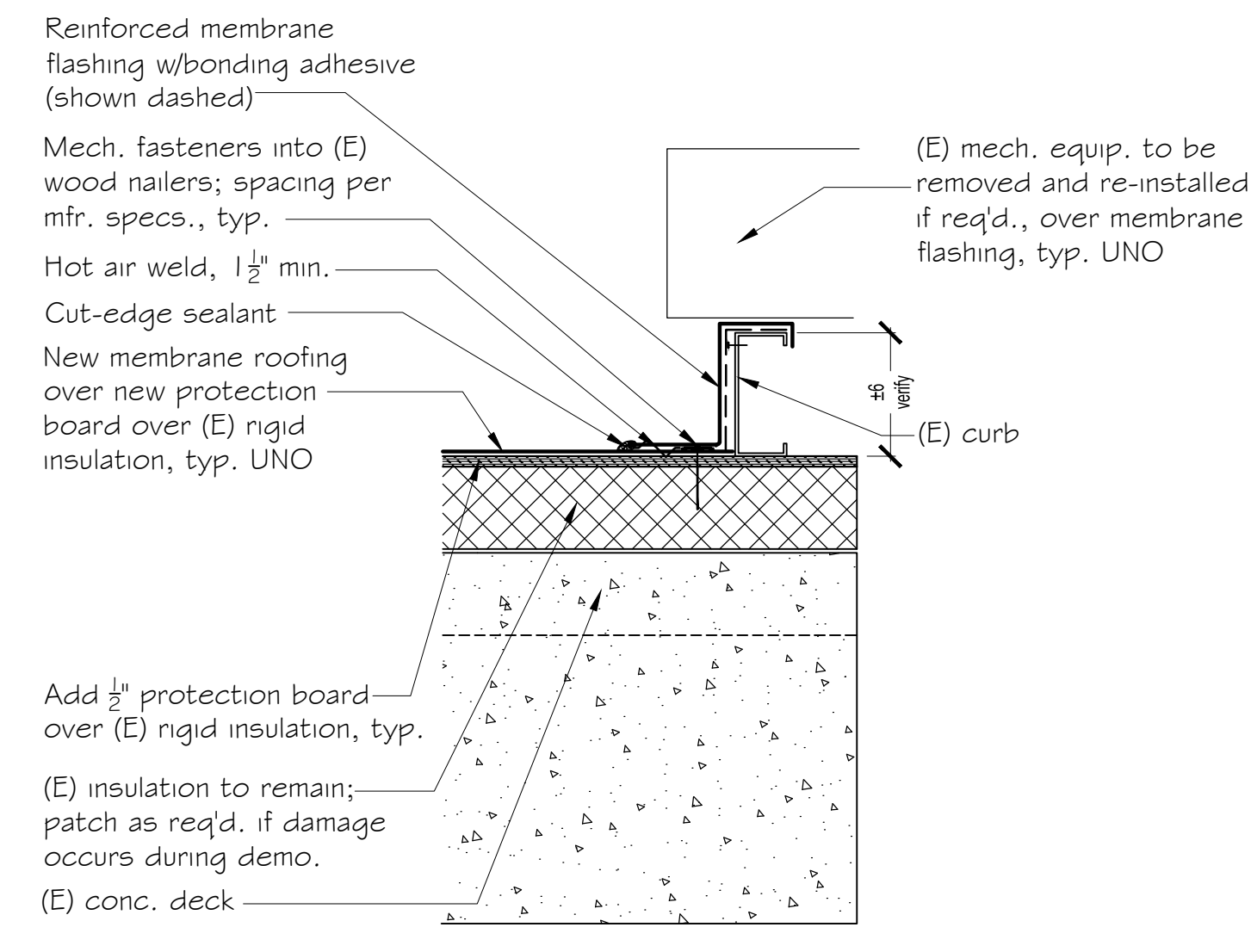
4 PIPE VENT FIELD-FABRICATED FLASHING-FOR PIPES OVER 8\"/>



5 ROOF DRAIN FLASHING  
SCALE: 1-1/2" = 1'-0"




6 ROOF HATCH FLASHING  
SCALE: 1-1/2" = 1'-0"




7 MECHANICAL EQUIPMENT CURBAT MEMBRANE FLASHING  
SCALE: 1-1/2" = 1'-0"

TO VERIFY SCALES 0" 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

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Mark McKechnie  
Medford, Oregon  
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Phone: 541.772.4372 Fax: 541.499.6329

Project Description:  
Proposed Library/Learning Center Re-roofing for  
**Oregon Institute of Technology**  
Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 38S9E000 LOT 04900

Approved for the Owner By: _____ Date: _____	
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PLOT DATE: _____	
ISSUE DATE: 7/8/2013	
DRAWN BY: C.L.L.	
JOB NO.: _____	
SHEET _____	

A2.0

ROOF DETAILS

4 OF 4



**SCOPE OF WORK**

- Remove existing ballast membrane roofing, protection board, older membrane roofing, and original protection board. Original insulation to remain.
- New roof to be either 60 mil. TPO or 50 mil. PVC with associated fabricated pieces and flashings over new or existing protection board.

**DEMOLITION NOTES**

- All existing conditions to be field verified prior to commencement of roofing demolition.
- All existing cap and roof edge flashings, penetration, curb and drain flashings shall be retained. Notify Architect of any flashing that needs to be replaced.
- All existing raised elements and/or equipment shall be adequately supported and protected from damage during the re-roofing process.
- Patch, repair or replace all existing elements and/or equipment that becomes damaged during any aspect of the demolition or re-roofing process.

EXISTING BALLASTED MEMBRANE ROOFING TO BE REMOVED DOWN TO EXISTING INSULATION, TYP. U.N.O.

EXISTING SEISMIC JOINT (SHOWN DASHED), TYP. U.N.O.

EXISTING VENT PIPE TO REMAIN, TYP. U.N.O.

EXISTING CONDUIT PLATFORMS TO BE REMOVED (SHOWN DASHED), TYP. U.N.O.

EXISTING CABLING TO BE RAISED AND REINSTALLED, TYP. U.N.O.

EXISTING FIBERGLASS ROOF EDGE FLASHING TO BE REMOVED AND REPLACED, TYP. U.N.O.

EXISTING SKYLIGHT, TYP.

EXISTING SKYLIGHT TO BE RAISED AND REINSTALLED IF NECESSARY, TYP. U.N.O.

EXISTING ROOF DRAIN TYP.

EXISTING CAP FLASHING TO BE REMOVED AND REPLACED

OPEN TO COURTYARD BELOW

EXISTING FIREPLACE FLUES/FLASHING PAN TO BE RAISED AND REINSTALLED IF NECESSARY

EXISTING FIREPLACE FLUES/FLASHING PAN TO BE RAISED AND REINSTALLED, IF NECESSARY

EXISTING ELEVATOR SHAFT ENCLOSURE; REMOVE EXISTING ROOFING DOWN TO EXISTING INSULATION

EXISTING ROOF-TO-WALL FLASHING TO BE REMOVED, TYP. U.N.O.

EXISTING ROOF HATCH TO BE RAISED AND REINSTALLED IF NECESSARY, TYP. U.N.O.

EXISTING CONDUIT TO BE RAISED, FOR DEMO., AND RESEATED ON NEW STAND-OFF SUPPORTS, TYP. U.N.O.

EXISTING CONDUIT PLATFORMS (SHOWN DASHED) TO BE REMOVED TYP. U.N.O.

EXISTING MECHANICAL VENT TO BE RAISED AND REINSTALLED IF NECESSARY, TYP. U.N.O.

EXISTING SEISMIC JOINT (SHOWN DASHED) TYP. U.N.O.

EXISTING VENT PIPE TO REMAIN, TYP. U.N.O.

EXISTING FIBERGLASS ROOF EDGE FLASHING TO BE REMOVED AND REPLACED, TYP. U.N.O.

TO VERIFY SCALES 0" 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

1 DEMOLITION PLAN -Residence Hall SCALE: 3/32" = 1'-0"



Proposed College Union Renofing for  
**Oregon Institute of Technology**  
 Project Location:  
 3201CAMPUS DRIVE KLAMATH FALLS, OREGON  
 MAP 38S9E000 LOT 04900

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

REVISIONS	BY

PLOT DATE: \_\_\_\_\_  
 ISSUE DATE: 7/8/2013  
 DRAWN BY: C.L.L.  
 JOB NO.: \_\_\_\_\_  
 SHEET \_\_\_\_\_

**A0.0**  
 DEMOLITION PLAN  
 1 OF 4

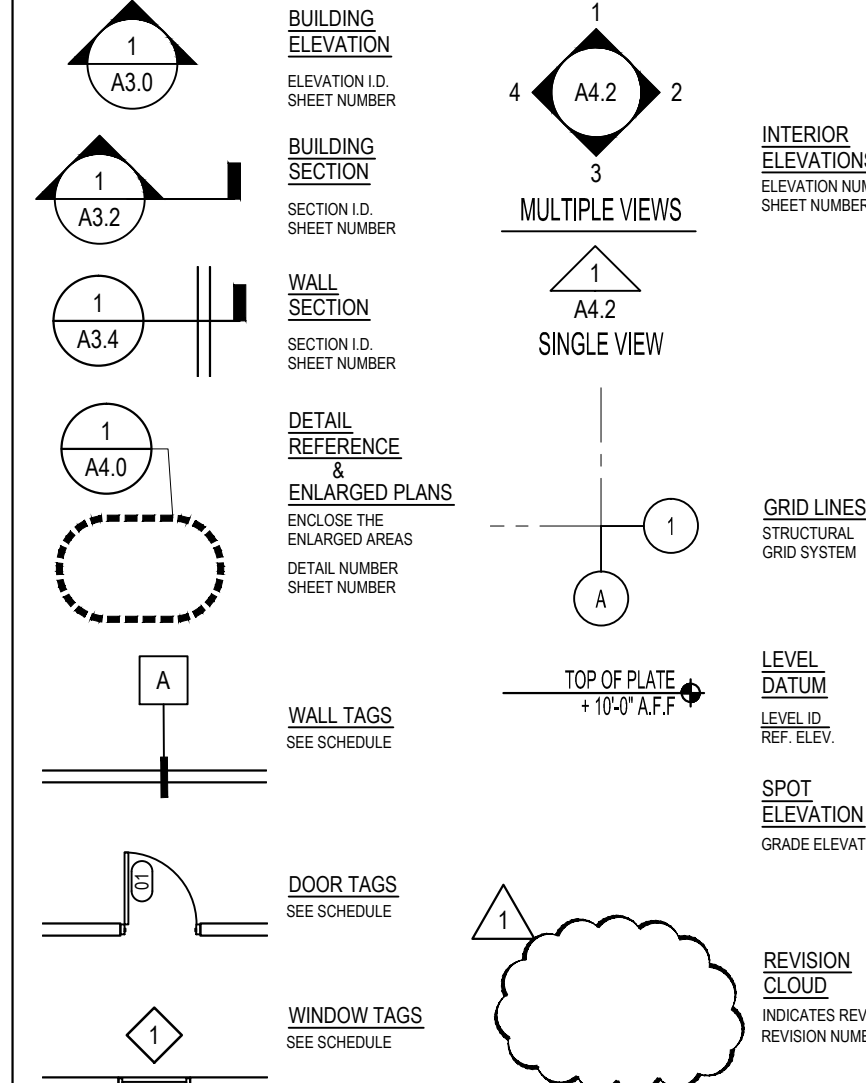
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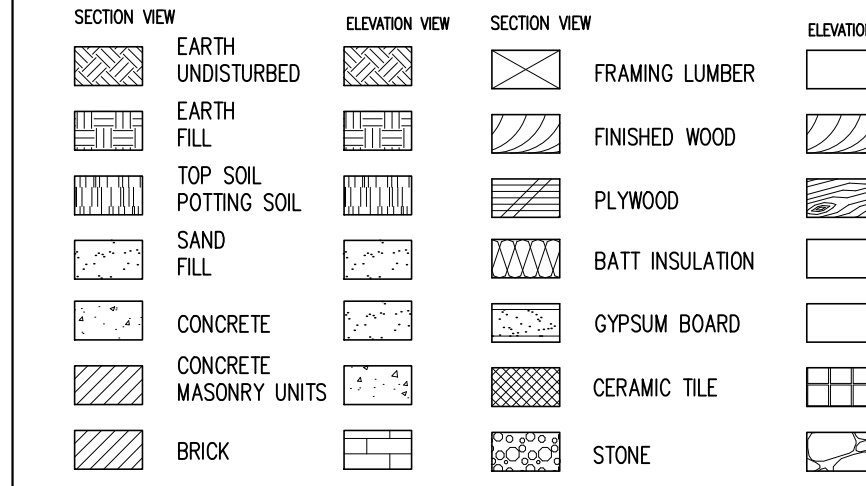
# ABBREVIATIONS

<b>A</b>	Anchor Bolt	<b>L</b>	Laminate
A.C.	Air Conditioning	LAV.	Lavatory
ACT.	Acoustical Ceiling Tile	LB.	Linear Foot
A.D.	Area Drain	L.F.	Linear Foot
A.D.A.	American Disability Act	L.T.	Light
ADJ.	Adjustable	L.T.R.	Lighting
AFF.	Above Finish Floor	L.V.R.	Lower
AGGR.	Aggregate		
ALUM.	Aluminum	<b>M</b>	Machine
ALT.	Alternate	MACH.	Machine
ANOD.	Anodized	MAL.	Material
AP.	Access Panel	MAX.	Maximum
APPROX.	Approximate	MECH.	Mechanical
ARCH.	Architectural	MEMB.	Membrane
		MFR.	Manufacturer
		MH.	Manhole
		MN.	Minimum
		MISC.	Miscellaneous
		MTD.	Mounted
		MTR.	Material
		MEZZ.B.	Mechanized
		<b>N</b>	North
		N.A.	Not Applicable
		NIC.	Not in Contract
		NO.	Number
		NOM.	Nominal
		N.T.S.	Not to Scale
		<b>O</b>	Overall
		O.C.	On Center
		O.D.	Outside Diameter
		O.F.R.D.	Overflow Roof Drain
		OPNG.	Opening
		OPP.	Opposite
		O.S.	Overflow Scupper
		<b>P</b>	Plastic Laminate
		PLAM.	Plastic Laminate
		PL.	Plate
		P.L.	Property Line
		PLYWD.	Plywood
		PR.	Pair
		P.S.F.	Pounds per Square Foot
		P.S.I.	Pounds per Square Inch
		PT.	Plant
		P.T.D.	Paper Towel Dispenser
		P.T.R.	Paper Towel Recycle
		PANT.	Panment
		P.H.	Plastic Hardware
		<b>Q</b>	Quantity
		QTY.	Quantity
		<b>R</b>	Return Air
		R.A.	Return Air
		R.B.	Rubber Base
		R.D.	Roof Drain
		RAD.	Radius
		REFR.	Refrigerator
		REINF.	Reinforcing
		REFL.	Reflective
		REQD.	Required
		RM.	Room
		R.O.	Rough Opening
		RES.	Resistant
		REV.	Revision / Reverse
		R.T.	Resistant Tile
		<b>S</b>	South
		S.C.	Solid Core
		SCHED.	Schedule
		SECTN.	Section
		SHT.	Sheet
		SHTG.	Sheathing
		SM.	Similar
		S.O.G.	Slab on Grade
		SPEC.	Specification
		SQ.	Square
		SQ.FT.	Square Feet
		S.S.	Stainless Steel
		STL.	Steel
		STD.	Standard
		STR.	Storage
		STRUCT.	Structure / Structural
		SUSP.	Suspended
		SYM.	Symmetrical
		<b>T</b>	Tread
		T.B.	Towel Bar
		TEL.	Telephone
		TEMP.	Tempered
		THK.	Thick
		T & G	Tongue and Groove
		T.O.S.	Top of Slab
		T.P.D.	Towel Paper Dispenser
		TRYP.	Typical
		<b>U</b>	Unless Noted Otherwise
		UR.	Urinal
		UTL.	Utility
		<b>V</b>	Vinyl
		V.B.	Vinyl Base
		V.C.T.	Vinyl Composition Tile
		VENT.	Ventilation
		VERT.	Vertical
		VEST.	Vestibule
		V.W.C.	Vinyl Wall Covering
		<b>W</b>	With
		W.	West
		WC.	Water Closet
		WD.	Wood
		WP.	Waterproofing
		WWF.	Welded wire fabric
		<b>X</b>	X-ray
		X.F.	Joint Filler
		JT.	Joint
		JST.	Joint

# GRAPHIC SYMBOLS



# MATERIAL PATTERNS



# CONSTRUCTION DOCUMENTS FOR RESIDENCE HALL RE-ROOFING



3201 CAMPUS DRIVE  
KLAMATH FALLS, OR 97601

# DRAWING INDEX

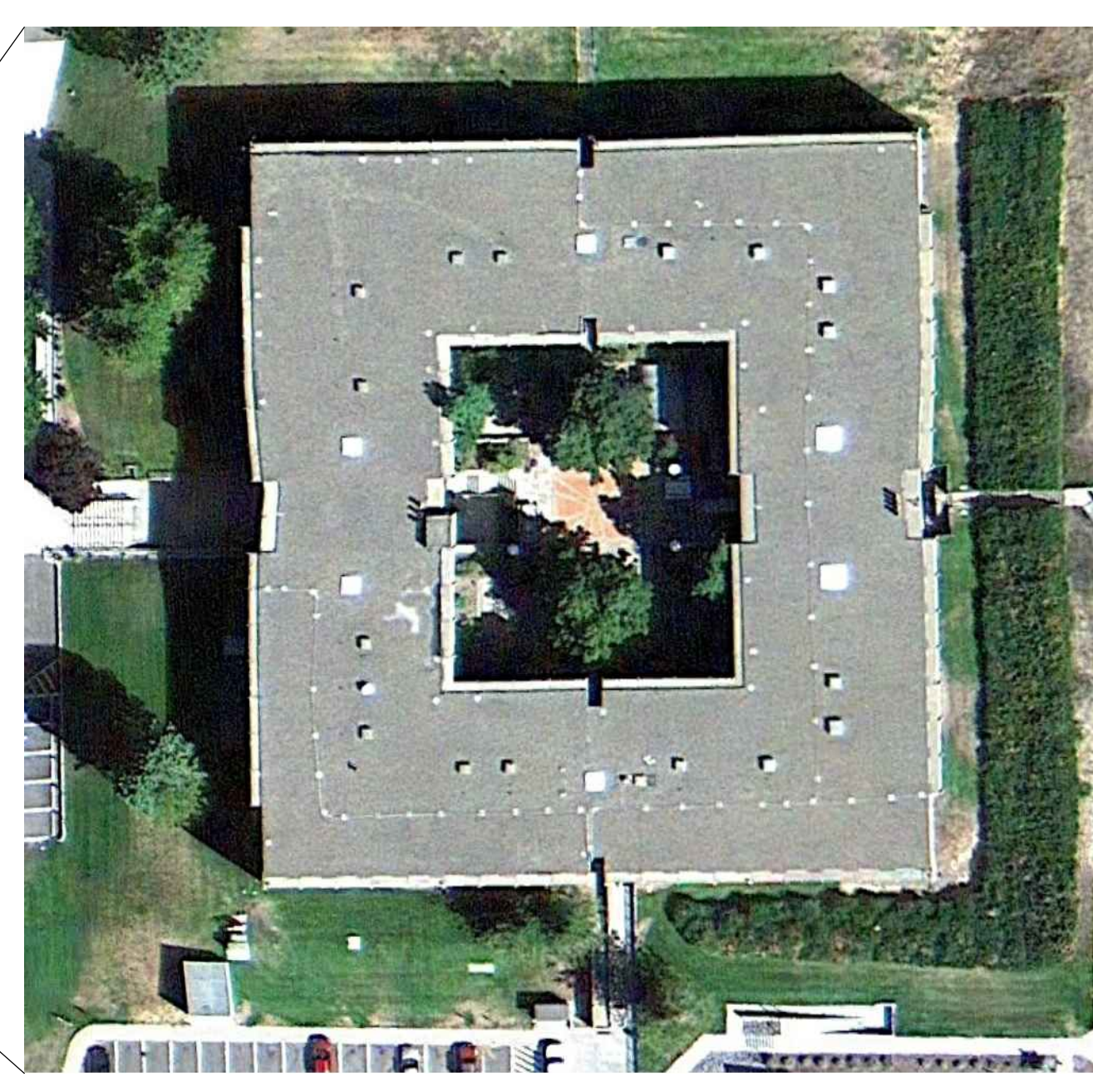
**GENERAL**  
G0.0 COVER SHEET, PROJECT DATA, DRAWING INDEX, ABBREVIATIONS AND

**ARCHITECTURAL**  
A0.0 DEMOLITION PLAN AND GENERAL NOTES  
A1.0 RE-ROOFING PLAN AND DETAILS  
A2.0 DETAILS

# PROJECT DESCRIPTION

Proposed Re-Roofing for:  
**RESIDENCE HALL**  
OREGON INSTITUTE OF TECHNOLOGY  
3201 CAMPUS DRIVE - KLAMATH FALLS, OREGON 97601

# VICINITY MAP/PROJECT LOCATION

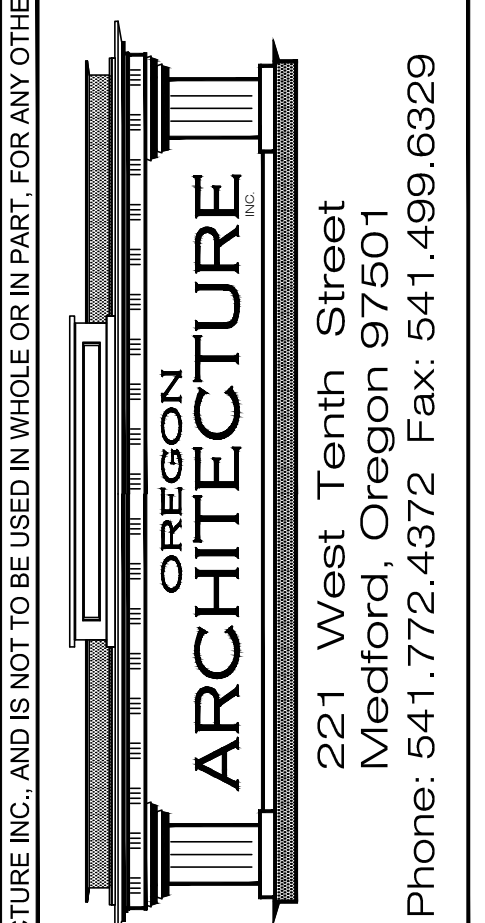


CAMPUS MAP

PROJECT SITE

VICINITY MAP

0" 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH



Proposed College Union Renovation for  
**Oregon Institute of Technology**  
Project Location:  
3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
MAP 3859E000 LOT 04900

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

REVISIONS	BY

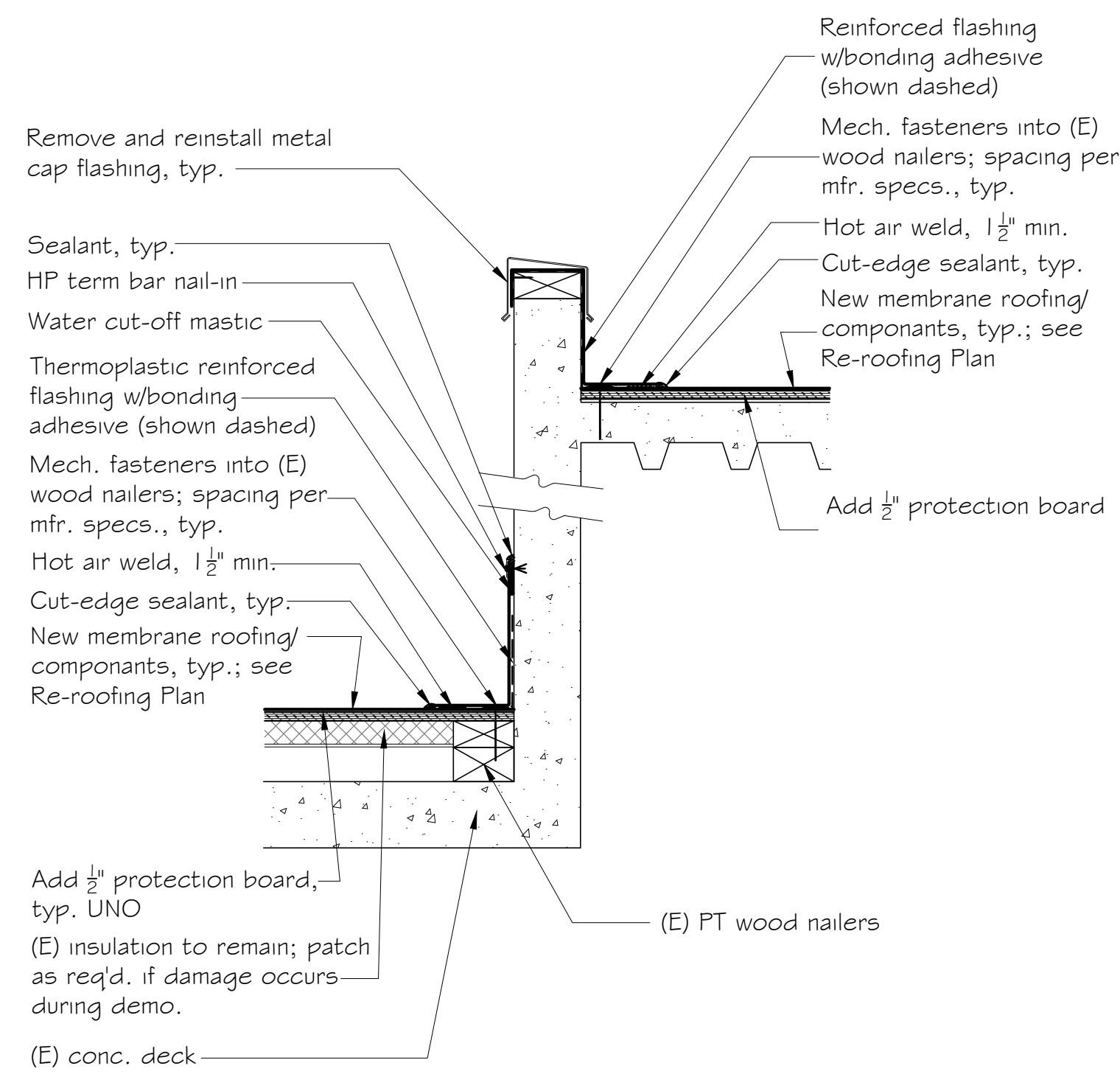
PLOT DATE: \_\_\_\_\_  
ISSUE DATE: 7/8/2013  
DRAWN BY: C.L.L.  
JOB NO.: \_\_\_\_\_  
SHEET

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1 OF 4

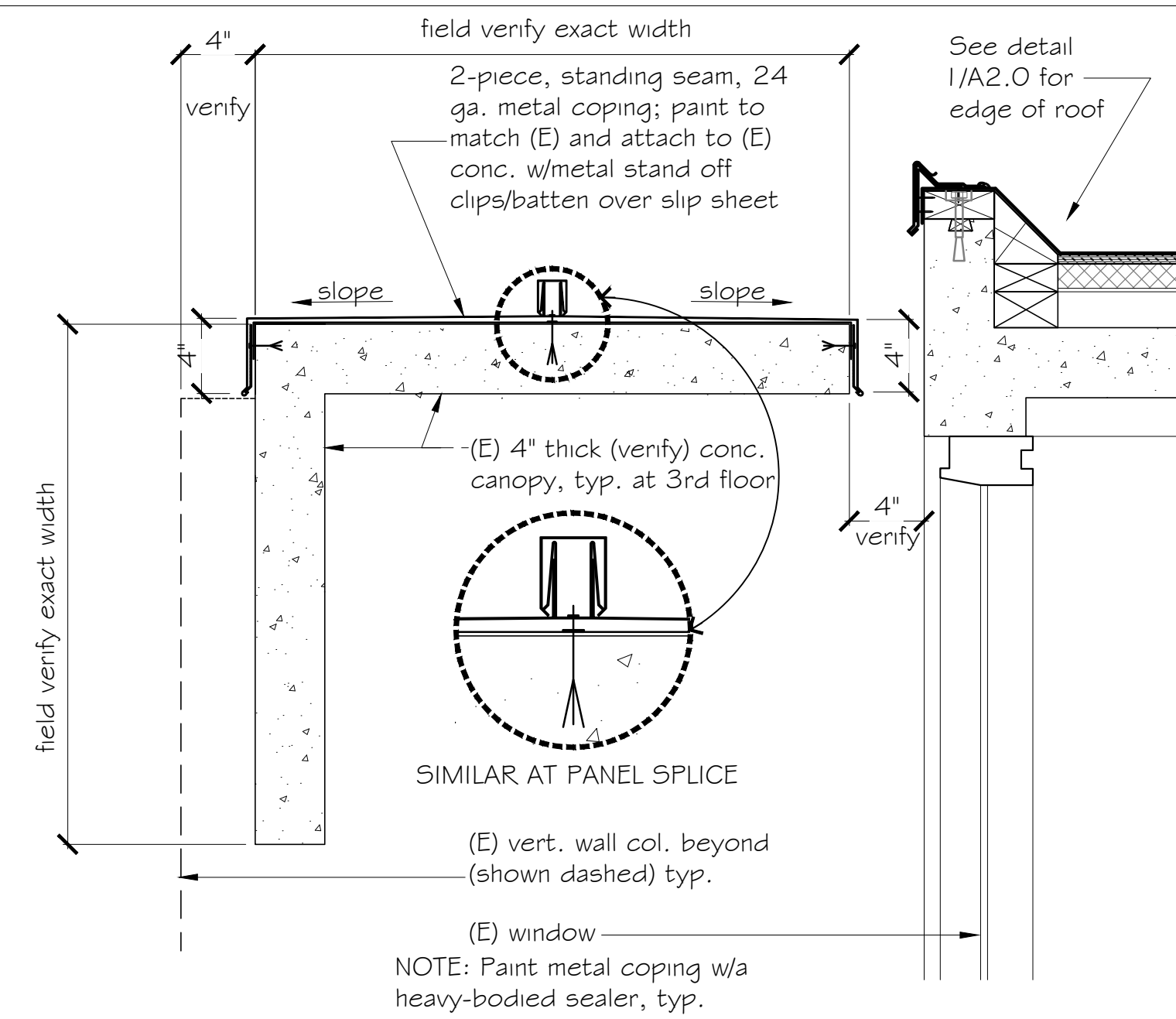
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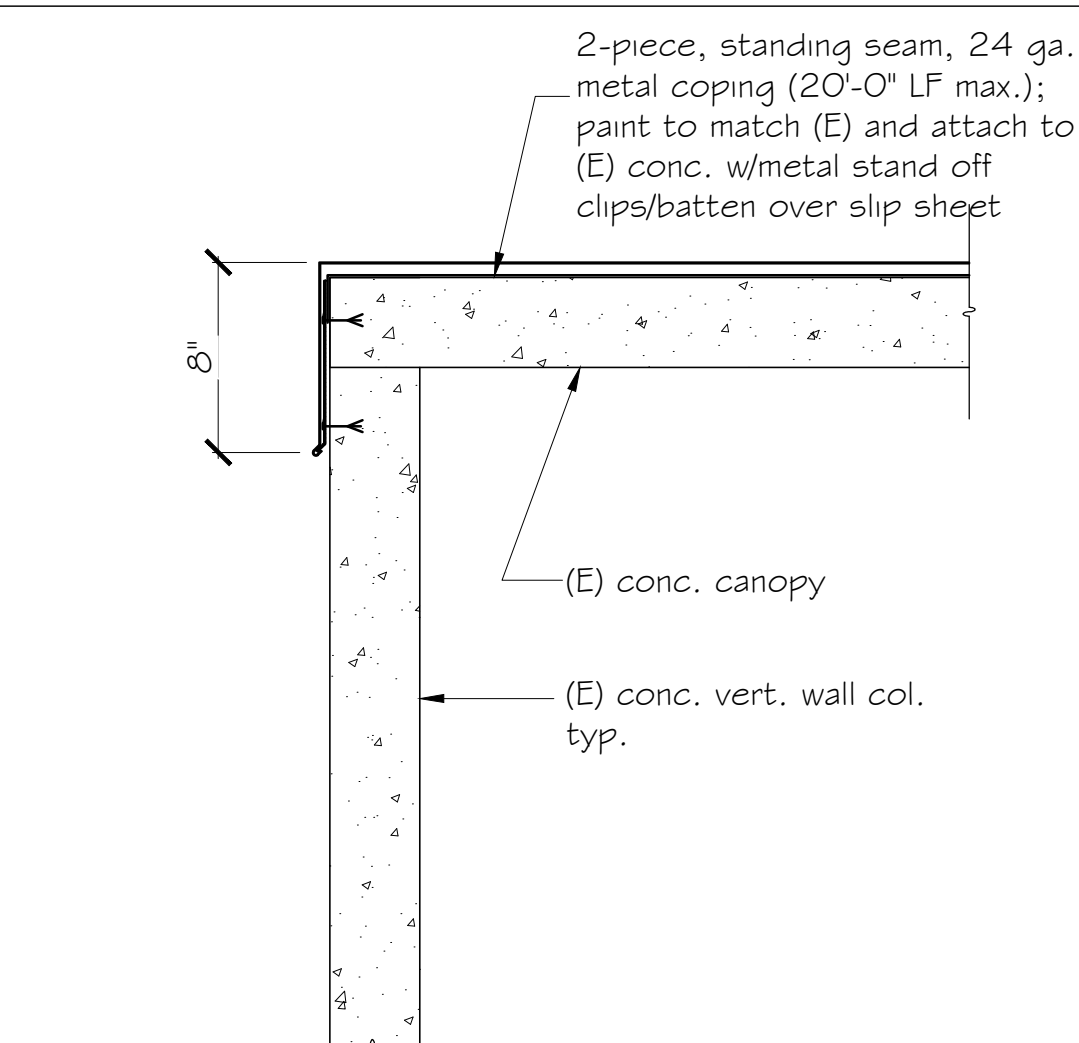
**2 ELEVATOR FLASHING TERMINATIONS**

SCALE: 1-1/2" = 1'-0"



**3 CONCRETE CANOPY FLASHING**

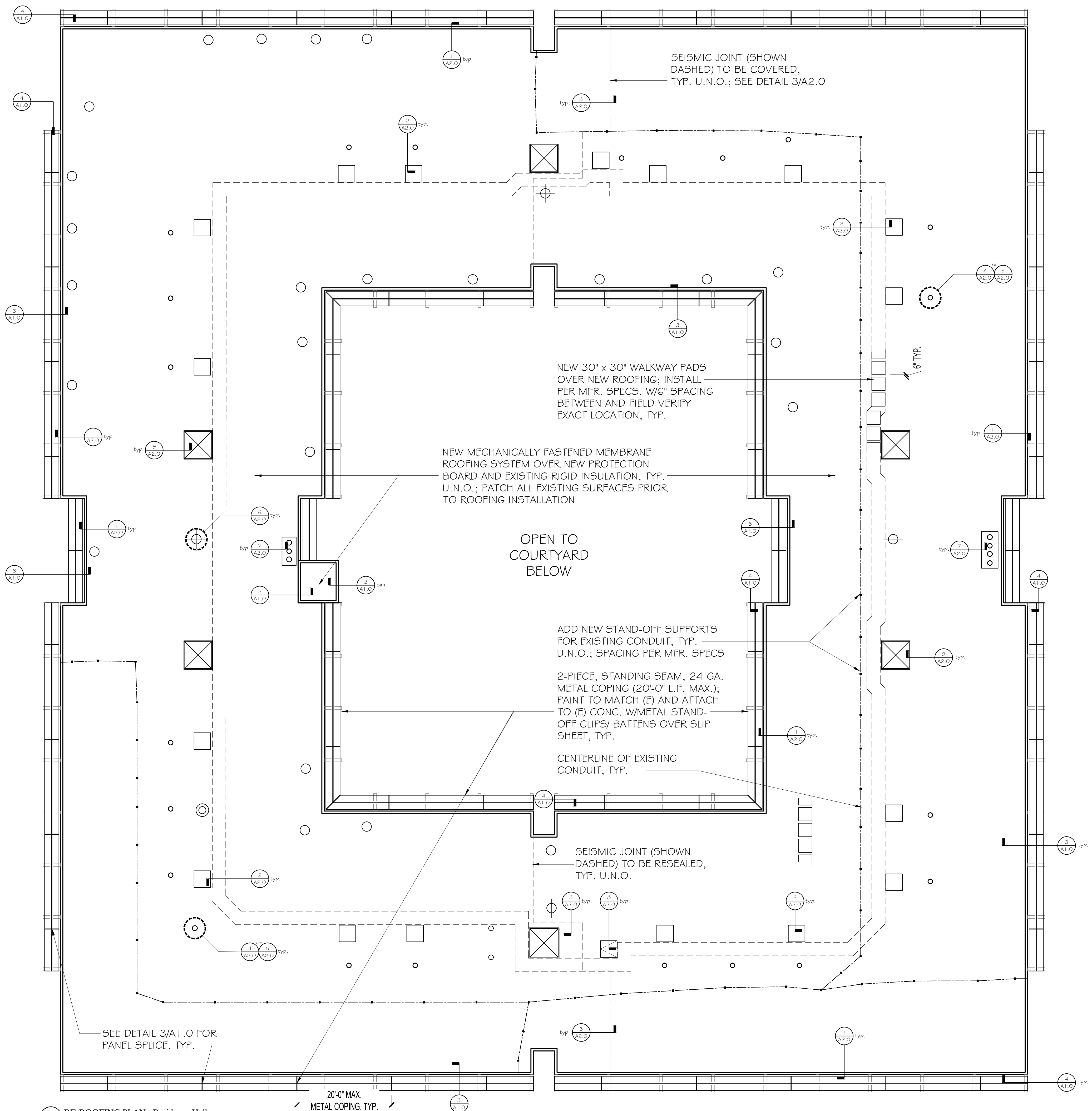
SCALE: 1-1/2" = 1'-0"



**4 CONCRETE CANOPY ENDWALL FLASHING**

SCALE: 1-1/2" = 1'-0"

TO VERIFY SCALES 1" BAR SHOULD MEASURE ONE INCH BY ONE SIXTEENTH INCH

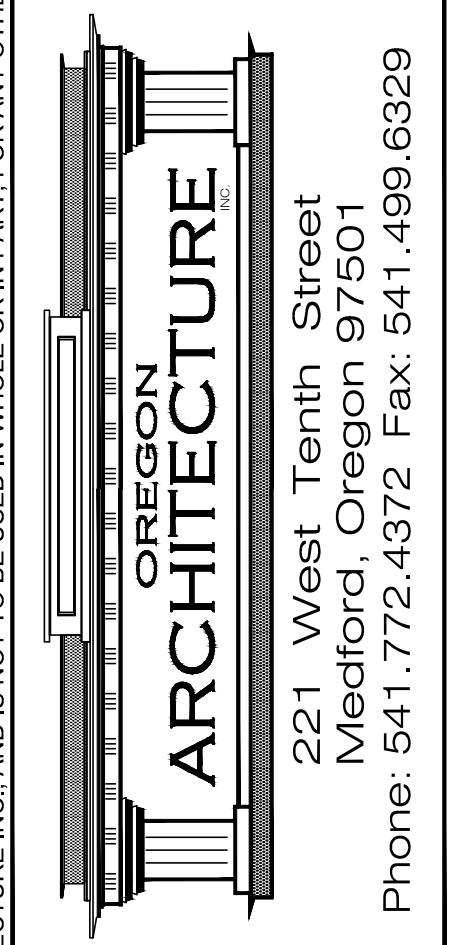


**1 RE-ROOFING PLAN - Residence Hall**

SCALE: 3/32" = 1'-0"



Mark McKechnie  
 Registered Architect  
 State of Oregon  
 4666



Proposed College Union Renovation for  
**Oregon Institute of Technology**  
 Project Location:  
 3201 CAMPUS DRIVE KLAMATH FALLS, OREGON  
 MAP 3859E000 LOT 04800

Approved for the Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

REVISIONS	BY

PLOT DATE: \_\_\_\_\_  
 ISSUE DATE: 8/28/2013  
 DRAWN BY: C.L.L.  
 JOB NO.: \_\_\_\_\_  
 SHEET

**A1.0**  
 ROOF PLAN

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**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**

**SECTION A**  
**GENERAL PROVISIONS**

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

**SECTION B**  
**ADMINISTRATION OF THE CONTRACT**

- B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- B.8 SEVERABILITY
- B.9 ACCESS TO RECORDS
- B.10 WAIVER
- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- B.15 GOVERNING LAW
- B.16 LITIGATION
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- B.21 FUNDS AVAILABLE AND AUTHORIZED
- B.22 NO THIRD PARTY BENEFICIARIES

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

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

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

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

**SECTION E**  
**PAYMENTS**

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT
- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

**SECTION F**  
**JOB SITE CONDITIONS**

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP
- F.7 FORCE MAJEURE

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

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
- G.3 INSURANCE

**SECTION H**  
**SCHEDULE OF WORK**

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

**SECTION I**  
**CORRECTION OF WORK**

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

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

- J.1 OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE
- J.6 ACTION UPON TERMINATION

**SECTION K**  
**CONTRACT CLOSE-OUT**

- K.1 RECORD DOCUMENTS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 COMPLETION NOTICES
- K.4 TRAINING
- K.5 EXTRA MATERIALS
- K.6 ENVIRONMENTAL CLEAN-UP
- K.7 CERTIFICATE OF OCCUPANCY
- K.8 OTHER CONTRACTOR RESPONSIBILITIES
- K.9 SURVIVAL

**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 an Invitation to Bid, Request for Proposals, Request for Quotes or any other written document issued by Owner that outlines the required Specifications necessary to submit a Bid, Proposal, or other response.

**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 Change Order as follows:

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

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was

approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

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

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

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

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

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor

directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## **D.2 DELAYS**

- D.2.1 Delays in construction include “Avoidable Delays”, which are defined in Section D.2.1.1, and “Unavoidable Delays”, which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.
- D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:
- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
  - (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
  - (c) Do not impact activities on the accepted critical path schedule.
  - (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.
- D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:
- (a) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
  - (b) To the extent caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agree that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing site condition exists and denies Contractor’s request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
  - (c) To the extent caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
  - (d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to

protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

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

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

- D.2.2 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:
- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
  - (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor’s request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

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

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

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits

established in these OUS Public Improvement General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process

will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- D.3.7 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the Owner.

## **SECTION E PAYMENTS**

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

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule shall provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

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

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest for overdue invoices at the rate of two-thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within forty five (45) days from the latest of:

- (a) The date of the receipt of the accurate invoice;
- (b) The date Owner receives the correct application for payment if no invoice is received;
- (c) The date all goods and services have been received; or
- (d) The date a Claim is made certain by agreement of the parties or by operation of law.

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

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

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

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

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

Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.

(f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.

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

(h) All required documentation shall be submitted with the respective application for payment.

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

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

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

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

(c) Subtract the aggregate of previous payments made by the Owner; and

(d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

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

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

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

E.2.9 Contractor shall submit its initial MWESB Report within ten (10) Days of Contractor's execution of the Contract. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts - first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

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

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

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

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

### **E.5 RETAINAGE**

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

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

Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

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

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

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within thirty (30) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty five (45) Days after the end of the 30-Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited in accordance with Applicable Laws.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.



## **E.6 FINAL PAYMENT**

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

## **SECTION F JOB SITE CONDITIONS**

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

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

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

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building and fire codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7. Contractor shall comply with all Owner safety rules and regulations. Prior to commencement of any Work, Contractor shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.

### **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.

filed a public works bond before permitting any Subcontractor to start Work.

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

## **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.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

### **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  
OUS Public Improvement General Conditions (7/1/2012) Page 20

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.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

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

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

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

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

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver three 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.