

UNIVERSITY OF OREGON ESSLINGER HALL PHYSICAL EDUCATION & RECREATION OFFICE REMODEL

Esslinger Hall
1320 E. 15th Ave.
University of Oregon,
Eugene, Oregon 97403

PROJECT MANUAL

05/30/2014



ARCHITECT

2fORM Architecture
121 Lawrence Street
Eugene, OR 97401
t: 541.342.5777
f: 541.342.6128

Contact: Richard Shugar, A.I.A.
e: richard@2-form.com

OWNER

University of Oregon
Facilities Services
1295 Franklin Boulevard
Eugene, OR 97403-1276
t: 541.346.2147

Contact: Dan Wectawski & Glen Macdonald
e: danw@uoregon.edu
glenm@uoregon.edu

UNIVERSITY OF OREGON

Esslinger Hall
Physical Education and Recreation Remodel Project

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OREGON UNIVERSITY SYSTEM

NOTICE OF RETAINER CONTRACT OPPORTUNITY

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

The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon (“Owner”) is accepting sealed bids for a public improvement project at the University of Oregon Campus Planning, Design & Construction front desk, 1295 Franklin Blvd, Eugene, OR 97403 (formally known as Capital Construction.) until 4:00 **PM**, Pacific Time, June 19th, 2014 for the Esslinger Hall, Physical Education & Recreation Remodel project located on the campus of the University of Oregon, in Eugene, Oregon (“Project”). The Project includes Architectural and Electrical work common to Tenant improvements.

A mandatory pre-bid conference and examination of the site and conditions will be conducted on Thursday June 12th, 2014 at 11:00 am. Bidders shall meet with Owner’s Representative at Esslinger Hall room 102, 1525 University St, Eugene Oregon, 97403 (meet in lobby outside room 102) for that purpose. Attendance will be documented through a sign-in sheet prepared by the Owner’s Representative. Prime bidders who arrive more than 5 minutes after start of time of the meeting (as stated in the solicitation and by the Owner’s Representative’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the Project.

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

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

OREGON STATE BOARD OF HIGHER EDUCATION

By: Jamie Moffitt, Vice President for Finance and Administration

OREGON UNIVERSITY SYSTEM
STANDARD RETAINER CONTRACT
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

Article 1. Definitions

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

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

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

Article 2. Scope of Work

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

Article 3. Examination of Site and Conditions

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

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

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

Article 4. Substitute Materials Approval Process

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

4.2 Substitution approval requests shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

4.3 Within a reasonable time after receiving such a request the Owner (or Architect if so designated) will consider

whether the Substitution sought by Bidder is of equal value, utility, as the designated product in the Project Manual. If the requested Substitution is approved an Addendum to the Project Manual shall be issued. A copy of each Addendum will be posted on the OUS Bid and Business Opportunities website (<http://secure.ous.edu/bid>) and shall become a part of the Project Manual.

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

Article 5. Interpretation of Project Manual

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

5.2 Any interpretation of the Project Manual will be made only by a duly issued Addendum. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item.

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

Article 6. Execution of the Bid Form

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

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

6.3 When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates is shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

8.1 Each Bid shall be sealed in an envelope, properly addressed to the appropriate project representative of the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Advertisement for Bids.

Article 9. Bid Closing and Opening of Bids

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

12.1 The Owner will provide the successful Bidder with Contract Documents within 10 calendar days after the award of the Contract. The Bidder shall be required to execute the Contract as provided, including a Performance Bond and a Payment Bond from a surety company licensed to do surety business in the State of Oregon, within 20 calendar days after the award of the Contract. The Contract Documents shall be delivered to the Owner in the manner stated in the Notice of Award.

Article 13. Recyclable Products

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

OREGON UNIVERSITY SYSTEM
STANDARD RETAINER CONTRACT
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: Esslinger Hall Physical Education & Recreation Remodel

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

OREGON UNIVERSITY SYSTEM
STANDARD RETAINER CONTRACT
BID FORM

OUS CAMPUS: UNIVERSITY OF OREGON
PROJECT: Esslinger Hall, Physical Education & Recreation Office Remodel
BID CLOSING DATE: June 19th, 2014, 4:00 PM PST

FROM: _____
Name of Contractor

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

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

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

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

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

_____ Dollars (\$_____)

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

- Notice of Retainer Contract Opportunity

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

• Any 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: Transom windows in hallway. See elevation 1/A401 and Door & Window schedule on A601. Do not include transom window between 104B & 104.

ADD or DEDUCT: \$ _____

ALTERNATE # 2: All work done in room 181, 181A & 181B. Includes demo, finishes, paint, electrical, data and casework.

ADD or DEDUCT: \$ _____

4. Substantial completion by 09/08/14 and final completion by 09/15/14.

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

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

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

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

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

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

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

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

13. The Undersigned agrees, if awarded the Contract, to execute and deliver to Owner, within twenty (20) calendar days after receiving the Contract Documents, 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.

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

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

NAME OF FIRM _____

ADDRESS _____

FEDERAL TAX ID _____

TELEPHONE NO _____

FAX NO _____

SIGNATURE 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

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

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

OREGON UNIVERSITY SYSTEM

RETAINER SUPPLEMENTAL GENERAL CONDITIONS

To The

**GENERAL CONDITIONS
FOR RETAINER CONTRACTS**

**Supplement No. _____
Project Name _____**

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

Section A.1, Definition for “Overhead” is deleted and replaced with the following:

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 or General Conditions, including without limitation such Overhead expenses as wages or salary of personnel primarily at the Contractor’s principle place of business, Contractor's office costs and supplies at Contractor’s principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

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

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Retainer Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. Notwithstanding the first sentence of this paragraph, Owner shall pay for the following: Plan check fees and permit fees required for the general building permit, systems development charges, and building department inspection fees. Notwithstanding the foregoing, however, Contractor shall obtain all permits, licenses and fees required for the construction of the Work.

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

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

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

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

OREGON UNIVERSITY SYSTEM

GENERAL CONDITIONS FOR RETAINER CONTRACTS

July 1, 2012

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

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

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

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

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

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

CHANGE ORDER, means a written order issued by the Owner to be later included as an Amendment. A Change Order shall not be effective until codified as an Amendment.

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

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

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

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Offerors, Supplemental Instructions to Offerors, the OUS Retainer Contract, OUS Retainer General Conditions, Retainer Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, Supplements, Amendments, and Construction Change Directives .

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Supplement and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates, as indicated in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit)

and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices and supplies at the job site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the job site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means the State of Oregon acting by and through the Oregon State Board of Higher Education, in its own right or on behalf of one of its institutions as identified in the Solicitation Document, also known as the Oregon University System (OUS). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these OUS Retainer General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

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

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

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

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

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

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

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

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

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

SUPPLEMENT, means a writing which, when fully executed by the Parties thereto, constitutes written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their

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

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

A.5 INDEPENDENT CONTRACTOR STATUS

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

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

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

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner shall administer the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

B.3 MATERIALS AND WORKMANSHIP

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

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Retainer Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

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

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the

discretion of the Owner, shall be removed and replaced at the Contractor's expense.

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

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

- B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

- B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these OUS Retainer General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor shall coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and

dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

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

B.15 GOVERNING LAW

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

B.16 LITIGATION

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

B.17 ALLOWANCES

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

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Amendment. The amount of the Amendment shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

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

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

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

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

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

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

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

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

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

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

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

B.22 NO THIRD PARTY BENEFICIARIES

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

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has

filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the public contracting agency under such contract.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor

agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

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

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

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

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

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Supplement or Amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All changes to the Work shall be documented and Amendments shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

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

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

percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

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

- (d) When adjustments to or deletions from the Work under D.1.3(c) are invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by a an Amendment as follows:

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

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

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

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

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

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

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

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

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

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

D.2 DELAYS

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

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

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

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

- (a) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) To the extent caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the agrees that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) To the extent caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to

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

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

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

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

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

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

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

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

D.3 CLAIMS REVIEW PROCESS

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

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

- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.
- In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.
- D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one

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

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

Signed: _____,
Dated: _____,"

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

(a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.

(b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.

(c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.

(d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.

(e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.

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

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

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

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

(a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents,

(b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;

(c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);

(d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(e) damage to the Work, Owner or another contractor;

(f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

(g) failure to carry out the Work in accordance with the Contract Documents; or

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

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

(a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Supplement Amendment;

(b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;

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

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

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

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

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

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

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

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

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

be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

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

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

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty five (45) Days after the end of the 15-Day period.

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

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

E.6 FINAL PAYMENT

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final 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 codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

- F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

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

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-142-0050, to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law.)

- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release between Contractor and members of the press or State, local or federal officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

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

SECTION G *INDEMNITY, BONDING, AND INSURANCE*

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's

consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1., (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects), the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

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

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

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor is negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

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

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

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

G.3.4 General Liability Insurance:

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

indemnities provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis.

- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on site.
- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Supplement.
- G.3.4.4 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.5: Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.6 Pollution Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of \$3,000,000 naming Owner as "additional insured," as noted in the "additional insured section below.
- G.3.5 Additional Insured: The general liability insurance coverage, professional liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under this Contract.
- If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.
- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is

no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to this Contract, unless all required insurance remain 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 agrees Owner reserves the right to withhold payment to Contract until evidence of reinstated or replacement coverage is provided to Owner.

- G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for this contract. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Supplement.
- G.3.8 Retainer Contract Program: For the OUS Retainer Contract Program the term "Contract" as used in this Section G in the phrases "keep in effect during the term of this Contract" and "prior to execution of the Contract" shall mean each Retainer Contract Supplement issued under the Retainer Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Supplement Amendment, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, labor trades, and long

lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

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

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs

of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.
- I.2.2 Nothing in this Section I.2 provision 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 project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

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

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

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

J.5 TERMINATION FOR CONVENIENCE

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

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

J.6 ACTION UPON TERMINATION

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

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

I.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign 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 (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire project to Owner. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed, and accurate MWESB Reports.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the 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 held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

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

K.6 ENVIRONMENTAL CLEAN-UP

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

K.7 CERTIFICATE OF OCCUPANCY

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

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

K.9 SURVIVAL

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

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

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the OUS (OUS), 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 OUS, 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 OUS, 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 OUS, 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, acting by and through the State Board of Higher education, on behalf of the Oregon University System (OUS), 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 OUS, 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 OUS 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 OUS 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

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

Supplement No.
Project Name
Owner's Project
Manager

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

"Contractor":

Federal Tax ID No.

and "Owner":

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

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

- 1. DESCRIPTION OF THE PROJECT.** The project to which this Supplement pertains is described as follows: _____ (the "Project").
- 2. WORK TO BE PERFORMED.** Contractor shall perform the following work on the Project : _____ (the "Work"). Contractor will perform the Work according to the terms and conditions of this Supplement and the Contract Documents, which are incorporated herein by this reference.
- 3. SCHEDULE.** Contractor shall perform the Work according to the following schedule: _____ (the "Schedule").
- 4. COMPENSATION.** Owner shall compensate Contractor for Work (a) in the firm, fixed-price amount of \$ _____; or (b) on a time and materials basis subject to a maximum not-to-exceed price of \$ _____; in accordance with the requirements of the OUS Retainer General Conditions. If the Work is performed on a time and materials basis, Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Supplement.

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

OAR 580-063-0030.

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

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

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

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

7. MINIMUM WAGE RATES.

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

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

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

[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml]

The Work will take place in _____ County, Oregon.

8. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

9. INSURANCE REQUIREMENTS.

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

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

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

The Parties agree that certain Contractor personnel are specifically valuable to the Project (“Key Persons”). Key Persons shall not be replaced during the Project without the written consent of Owner, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Owner shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Owner, Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Owner’s written consent in accordance with this Section. The Key Persons for this Project are the following:

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

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

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

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

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

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

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

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

, Contractor

The State of Oregon, acting by and through

the State Board of Higher Education, on
behalf of _____, Owner

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Supplement No.:
Amendment No.:
Project Name:

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

“Contractor”:

Federal Tax ID No.

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

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

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

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

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

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

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

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

5. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies and affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor’s knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

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

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

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

_____, Contractor

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

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

Effective: January 1, 2014

http://www.oregon.gov/boli/WHD/PWR/Pages/January_2014_Index.aspx

As Amended: April 1, 2014

http://www.oregon.gov/boli/WHD/PWR/docs/April_1_2014_Amendment.pdf

CapCon MWESB Subcontractor Report

REPORT BEING SUBMITTED	
-------------------------------	--

OVERALL PROJECT DATA

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

CALCULATED REPORTING DATA (Self Calculating - No Data Entry)

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

CERTIFIED MWESB TOTALS

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

SELF-IDENTIFIED or OTHER CERTIFIED MWESB TOTALS

Value - self-identified or other certified subcontractors	\$0.00
% - self-identified or other certified subcontractors	

OVERALL PROJECT CONTRACT HISTORY

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

FOR OFFICIAL USE ONLY:

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

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

Purpose of File:

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

General Information on how to use the file:

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

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

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

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

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

Saving your file:

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

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

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

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

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

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

Filling Out the Form:

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

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

MORE THAN ONE OF THE FOLLOWING CATEGORIES CAN BE SELECTED:

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

Submitting your Form:

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

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Esslinger Hall Physical Education & Recreation Suite Remodel.
- B. Owner's Name: University Of Oregon.
- C. Architect's Name: 2fORM Architecture.
- D. The Project consists of the alteration of existing office space.

1.02 CONTRACT DESCRIPTION

- A. The work of each separate prime contract is identified in this section and on the Drawings.
 - 1. All alteration work to be provided by General Contractor.
 - 2. Furniture to be provided by others under a separate contract.
- B. Third party entities hired by the Owner may include, but are not limited to, the following:
 - 1. Cost Estimator
 - 2. Site Survey
 - 3. Certified Arborist services
 - 4. Special inspections and testing
 - 5. Water & air balancing and testing
 - 6. Commissioning
 - 7. Energy analyst
 - 8. Geotechnical Consultant
 - 9. Hazardous materials testing and monitoring
 - 10. Asbestos removal
 - a. In the event the Contractor encounters material that is believed to be hazardous, asbestos containing, coated with lead-based paint, and/or oily debris the Contractor shall immediately stop work in the affected area and report the condition to the PM. At no time shall such material be handled or disposed of by the Contractor. The Contractor will cooperate with the U of O PM, EH&S, any Consultants, and abatement Contractors engaged by the Owner.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 4100.
- B. Scope of alterations work is shown on drawings.
- C. Renovate the following areas, complete including operational electrical work and finishes:
 - 1. Esslinger Hall Physical Education & Recreation Suite and 181 Suite Remodel.
- D. Plumbing: Replace existing system with new construction.
- E. HVAC: Under separate contract.
- F. Electrical Power and Lighting: Alter existing and add new construction. Refer to Division 26.
- G. Fire Suppression Sprinklers: Under separate contract.
- H. Telephone: Alter existing and add new construction.

1.04 WORK BY OWNER

- A. Owner will supply and install the following:
 - 1. Furniture.
 - 2. Door hardware.
- B. Owner will supply the following for installation by Contractor:
 - 1. Selected Toilet Room Accessories. See schedule on sheet A602.
 - 2. Microwave and Refrigerator. See schedule on sheet A602.
- C. Typical work by Owner includes (the following list is subject to change at Owner's discretion):

1. Specification and providing of door hardware.
2. Voice and data cabling, termination, and activation. UO Network Services will provide wiring jacks and faceplates. The electrical contractor will need to provide pathways and boxes for the voice / data.
3. Furniture installation
4. Products listed in Section 01 60 00 - Product Requirements.

D. Permit fees with the City of Eugene will be paid for by the University of Oregon.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building periodically during the entire construction period.
- B. Owner intends to occupy the Project by the date stated in the Agreement as the contract completion date.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Consult with U of O PM for security and access strategies to be implemented.
- B. Design of facilities that involve storage and/or disposal of special materials will require a report and recommendation from the UO Office of Environmental Health and Safety.
- C. NO disposal or recycling on University property outside of construction area(s) unless approved by PM.
- D. NO burying of any demolition or construction materials on site.
- E. NO stockpiling of waste on-site beyond the period necessary for sorting and accumulation of practical quantities for transport off-site.
- F. Provide access to and from site as required by law and by Owner:
 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- G. Description of work times may be limited beyond requirements set by city codes.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Procedures for preparation and submittal of application for final payment.

1.02 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Form to be used: AIA Document G702 - Application and Certificate for Payment.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Submit three copies of each Application for Payment.
- G. All Contractor payment requests must be accompanied by all wage certificates for the billing period.

1.03 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

1.04 APPLICATION FOR FINAL PAYMENT

- A. Prior to any final payment(s) all keys checked out to Contractor(s) and/or Consultant(s) must be returned to DPS and a receipt of return provided to U of O PM by DPS.
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- C. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All required as-built and O&M documentation as listed in Section 01 70 00 must be received by Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of alternates.

1.02 ACCEPTANCE OF ALTERNATES

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

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - 6 Transom Windows in Hallway:
 - 1. Description: See elevation 1/A401 and door & Window Schedule on A601. Do not include transom windows between 104B & 104.
- B. Alternate No. 2 - All work done in room 181, 181A & 181B:
 - 1. Description: Includes demo, finishes, paint, electrical, data and casework.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Management & Coordination.
- B. Preconstruction meeting.
- C. Construction progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Submittal procedures.

1.02 PROJECT MANAGEMENT AND COORDINATION

- A. Project Manager: UO Facilities Project Manager.
- B. Historic preservation or historic renovation requires Owner (both CPRE and CC) review and participation.
- C. Construction Standard Substitution Request Process Requirements:
 - 1. The Construction Standard Substitution Request Process is for design teams / consultants (only) to request variance and/or substitution items, strategies, etc. from the May 2011 edition of the Construction Standards.
 - 2. A formal Construction Standard Substitution Request and FS approval is required prior to any deviation from the Construction Standards. Only upon prior approval can they be included in SD, DD, or CD documents for review or implementation
 - a. If deviations from the Construction Standards are included in project design or construction documents generated by the design team / consultants and the deviation did not obtain prior Owner approval through the Construction Standard Substitution Request process the cost of revision and/or redesign will be the responsibility of the design team / consultants and not the UO project.
 - b. If deviations from the Construction Standards are included in project construction documents generated by the design team / consultants and the deviation did not obtain prior Owner approval through the Construction Standard Substitution Request process the cost of any resulting change order to revise and/or redesign the item/condition will be the responsibility of the design team / consultants and not the UO project.
 - 3. Submit requests using the provided Construction Standard Substitution Request form.
 - a. Requests may take the form of a 2-part request process as needed but this approach must be indicated at submission of the request.
 - b. Part 1 may consist of initial proposal/substitution information for Owner feedback of viability and whether or not the design team should proceed with further investigation towards a substitution.
 - c. Part 2 would then include all the required information listed below for final Owner approval of substitution.
 - 4. Submit four (4) complete copies of each request and the required supporting documentation for consideration to the Project Planner (PP).
 - a. The PP will log and distribute these copies to internally designated FS personnel for review.
 - 5. Identify the design strategy, product, fabrication, or installation Standard to be substituted, including the Standard section number and page number.
 - 6. Documentation: Show compliance with requirements for substitutions and the following as it applies.

- a. Statement(s) indicating why the Standard method, product, or material cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the design or work that will be necessary to accommodate proposed substitution.
 - c. Comparison(s) of significant qualities of the proposed substitution with those of the design or work; may include attributes such as performance, weight, size, durability, maintainability, serviceability, visual effect, and specific features and requirements.
 - d. Product and/or material data including drawings and descriptions of products / materials and fabrication and installation procedures.
 - e. Sample(s) where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
 - g. Show compliance with current building code and acceptable to Authorities having jurisdiction.
 - h. Comparison of design and construction schedules using proposed substitution, including effect on the overall contract time. For example, if the Standard design method, material, product, or method of construction cannot be provided within the contract time, include a letter from the manufacturer, on manufacturer's letterhead, stating the lack of availability or delay in delivery. Likewise, for a substitution of an accelerated availability, include a letter from the manufacturer, on manufacturer's letterhead, stating the availability or accelerated delivery.
 - i. Cost information, including a proposal of change, if any, in the construction estimate.
 - j. The proposed substitution complies with performance, maintenance, and serviceability requirements in the Construction Standards and is appropriate for applications indicated.
7. Owner Facilities Action:
- a. Designated FS personnel review and approval is required for substitution requests varying from the approved Construction Standards.
 - b. If necessary, FS will request additional information, documentation, or discussion to evaluate a substitution request; through the PP.
 - c. PP will notify Architect / Consultant of approval or rejection of proposed substitution(s).
- D. During construction, coordinate use of site and facilities through the Project Manager.
- E. Comply with Project Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- F. Comply with instructions of the Project Manager for use of temporary utilities and construction facilities.
- G. Make the following types of submittals to Architect:
- 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Attendance Required:

1. Owner.
 2. Architect.
 3. Contractor.
- B. Meeting location shall be either on site at FS or conducted by the Lead Consultant with PM.
- C. Meeting minutes shall be by the Lead Consultant and distributed to all attendees.
- D. Agenda items at a minimum and/or applicable; this list is subject to addition as needed:
1. Designation of key personnel and complete list of sub-contractors with contact information.
 2. Construction schedule
 3. Owner occupancy, schedule, and activities requiring accommodation and/or coordination.
 4. Impacts to building operations, building systems, and/or building occupants.
 5. Site safety and access specific to project
 6. Critical work sequencing and long-lead items.
 7. Distribution of Contract Documents as needed.
 8. Designation of personnel representing the parties to Contract and Architect.
 9. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, RFI's, testing and inspecting, Change Orders, Contract closeout procedures, etc.
 10. Use of the site, campus premises, and existing building(s).
 11. Work restrictions.
 12. Temporary facilities and controls.
 13. Parking availability.
 14. Office, work, and storage areas.
 15. Equipment deliveries and priorities.
 16. Site security.
 17. Progress cleaning.
 18. Submittal schedule.
 19. ALL shut-off locations.
 20. Define plan to reduce impact to building users regarding application of finishes, paints, adhesives, etc.
 21. Utility meter removals or connections.
 22. Facilities EH&S items include but are not limited to the following:
 - a. List of emergency contacts and contact information.
 - b. Process for accessing emergency assistance.
 - c. Process for spills & clean up.
 - d. EH&S expectations regarding maintaining safe conditions for UO employees, students, visitors, construction workers, etc. including odors, egress, avoidance of fire alarms, etc.
 - e. If applicable, EH&S expectations regarding compliance with erosion control permits.

3.02 CONSTRUCTION PROGRESS MEETINGS

- A. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- B. Meeting location shall be on-site and conducted by the Contractor.
- C. Meeting minutes shall be by the Contractor and distributed to attendees and to the Architect and individuals requesting courtesy copies.
- D. Agenda items at a minimum and/or applicable include the following; list is subject to addition as needed:
 1. Overall construction schedule progress and status.
 2. 2 to 3 week detailed schedule of coming weeks' activities and needed shutdowns.
 3. Owner schedule and activities requiring accommodation and/or coordination.
 4. Site access & utilization and any changes due to construction or delivery activities.

5. Work hours and notification of evening or weekend events needing notification to campus.
 6. Status of correction of deficient items.
 7. Field observations, problems, and decisions.
 8. Identification of problems that impede, or will impede, planned progress.
 9. Review of submittals schedule and status of submittals.
 10. RFI progress, status, and/or outstanding responses.
 11. Proposal Request progress, status, and outstanding questions/responses.
 12. Pending changes.
 13. Change Order status and budget update(s).
 14. Payment request status.
 15. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Submit updated schedule with each Application for Payment.
- D. All UO Owner (building users & neighbors, Facilities Services, etc.) activities and milestones are to be listed.
- E. All OFCI and OFOI items, delivery dates, and completion dates are to be listed.
- F. All required shutdowns must be requested in writing by the Contractor to U of O PM a minimum of (10) ten days in advance.
- G. For all disruptive noise, odor, etc. work within occupied buildings (or close neighboring buildings) the Contractor must notify U of O PM for distribution of such notice to campus a minimum of 48 hrs prior to start of such work.
- H. All commissioning activities and milestones are to be listed.

3.04 PROGRESS PHOTOGRAPHS

- A. This requirement may be waived at UO discretion.
- B. Monthly, an 8"x10" printed photograph. On the front of the photograph identify the project name, location where photograph was taken, and month/date/year.
- C. At project start before demolition, a photo record of the project site, surrounding and adjacent structures and conditions.
- D. At final completion, final color photo documentation; date stamped on the back of the photo.
- E. With closeout documentation submittal a complete digital set of all construction photographs shall be included.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below .

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
 - 2. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. U of O PM shall receive a minimum of one stamped original of all submittals at the time of Consultant approval.
- D. U of O PM will provide the A/E and Contractor with a list of submittal items that require concurrent Facilities Maintenance & PM review and approval prior to official submittal acceptance. This list consists of, but is not limited to the following items:
 - 1. Variable Frequency Drives (VFD)
 - 2. AHU and motor-mounts
 - 3. Transformers
 - 4. Building controls
 - 5. Soils
 - 6. Light Fixtures

7. Backflow devices
 8. Fire Alarm systems
 9. Fire sprinkler components
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
 - F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 - G. Deliver submittals to Architect at business address.
 - H. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
 - K. Provide space for Contractor and Architect review stamps.
 - L. When revised for resubmission, identify all changes made since previous submission.
 - M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

3.10 CONSTRUCTION OVERSTOCK REQUIREMENTS

- A. Specific Construction overstock requirements are stated in each section as applicable.
- B. Overstock goods shall be from the same manufacturer, lot and/or run as the material installed.
- C. Contractor shall provide complete written inventory of overstock goods in Excel format indicating product type, model number, installed location(s), name of supplier, quantity supplied, and storage location. Inventory shall be confirmed prior to issuance of Substantial Completion.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality control.

1.02 DEFINITIONS

- A. FS: University of Oregon Facilities Services
- B. EH&S: University of Oregon Facilities Services, Office of Environmental Health & Safety
- C. GC: General Contractor
- D. CM: Construction Manager
- E. DPS: University of Oregon, Department of Public Safety
- F. PM: Project Manager
- G. CPS: Central Power Station
- H. LC: Lead Consultant

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Need for mockups and/or field samples are to be determined by 100% CD and included in contract documents.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary and construction utilities.
- B. Scaffolding.
- C. Barriers.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security and access to construction site.
- F. Vehicular access and parking.
- G. Protection of Existing Asbestos Containing Materials
- H. Removal of utilities, facilities, and controls.

1.02 TEMPORARY AND CONSTRUCTION UTILITIES

- A. ALL shut-off locations are to be documented for emergency purposes prior to pre-construction meeting.
- B. Documentation of locations are to be determined by U of O PM, Facilities Zone Supervisor, DPS, EH&S, and any others determined by individual projects.

1.03 SCAFFOLDING

- A. All scaffolding use requires qualified and certified erectors following OSHA guidelines.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing Authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing reinforced polyethylene sheet materials, zipwall system, or similar with closed joints and sealed edges at intersections with existing surfaces.

1.06 SECURITY AND ACCESS TO CONSTRUCTION SITES

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Consult with U of O PM to determine strategies to be implemented.
- C. UO Fire Marshal and Facilities EH&S consultation regarding egress routes from the project site and adjacent buildings to be provided and maintained at all times.
- D. ADA routes must be provided and maintained at all times from the site & adjacent buildings.

1.07 VEHICULAR ACCESS AND PARKING

- A. Unless written approval is obtained, do NOT obstruct private or public streets, driveways, pedestrian walkways, ADA routes, fire lanes, egress of occupied buildings, etc.
- B. Coordinate access and haul routes with governing Authorities and Owner.

- C. Owner will provide 2 parking permits to Contractor.
- D. Provide and maintain access to fire hydrants, free of obstructions.
- E. Parking within site fencing is controlled and managed by the Contractor.
- F. If the project does not have site fencing then parking is restricted by issued parking permits through DPS in designated locations only. Parking permits are requested of DPS by the PM.
- G. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 CONSTRUCTION FENCING SIGNAGE

- A. Only two types of signs fixed to construction fencing are allowed:
 - 1. One sign to identify the project, project purpose, project rendering, and design team.
 - 2. One sign to list the general and subcontractors.

1.09 PROTECTION OF EXISTING ASBESTOS CONTAINING MATERIALS

- A. Due to the age of many facilities asbestos containing materials are known to be present.
- B. UO will provide information on known asbestos containing materials and locations to design consultant for inclusion into construction contract documents.
- C. Contract documents shall include requirements related to asbestos containing materials:
 - 1. Shall not be disturbed
 - 2. If disturbed, what actions are to be taken
 - 3. Provide protection for asbestos containing materials to prevent disturbance

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore permanent facilities used during construction to their specified and/or original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. General product requirements.
- C. Re-use of existing products.
- D. Transportation, handling, storage and protection.
- E. Product option requirements.
- F. Substitution limitations and procedures.
- G. Procedures for Owner-supplied products.
- H. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. All products and materials must be commercial grade at a minimum; NO residential grade.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Definitions:
 - 1. OFCI - Owner Finished Contractor Installed
 - 2. OFOI - Owner Furnished Owner Installed
- B. Typical work by Owner's Facilities Services includes but not limited to:
 - 1. Ash posts or smoking stations. Custom UO fabrication, OFOI.
 - 2. Specification of and providing of door hardware; OFOI.
 - 3. Exterior trash cans. Custom UO design and order, OFOI.
 - 4. Exterior benches; OFCI.
 - 5. Toilet dispenser accessories; OFCI.
 - 6. Exterior light poles, globes, lamps, and junction box; OFCI.
 - 7. Interior signage on small to medium projects only; OFOI.
 - 8. Exterior building marker signage; OFOI.
 - 9. Room numbering; See Appendix - Room Numbering Guide
 - 10. Wall clocks; OFOI.
 - 11. Waste receptacles for all spaces; OFOI.
 - 12. Walk off mats; OFOI.
 - 13. Furniture, including systems furniture and chairs; OFCI.
 - 14. Refrigerators; OFOI.
 - 15. Microwaves; OFOI

3.03 TRANSPORTATION AND HANDLING

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. All construction materials, deliveries, etc. must be made to the project site and attention of the contractor, NOT to FS Receiving.
- C. Store and protect products in accordance with manufacturers' instructions.

- D. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- E. Store with seals and labels intact and legible.
- F. Transport and handle products in accordance with manufacturer's instructions.
- G. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- H. For exterior storage of fabricated products, place on sloped supports above ground.
- I. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Prevent contact with material that may cause corrosion, discoloration, or staining.
- B. All products and materials must be protected by the Contractor from damage, weather, vandalism, etc. prior to installation. Replacement and replacement cost will be the responsibility of the Contractor.
- C. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- D. All products and materials must be protected from damage, weather, vandalism, etc. after installation and prior to final completion. Replacement and replacement cost will be the responsibility of the Contractor.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQ'TS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project conditions and coordination.
- B. Patching materials.
- C. Examination, preparation, and general installation procedures.
- D. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- E. Cutting and patching.
- F. Daily progress cleaning.
- G. Protecting installed construction.
- H. Demonstration and instruction of Owner personnel.
- I. Adjusting.
- J. Final cleaning and waste management.
- K. Closeout procedures, except payment procedures.
- L. As-built documentation.
- M. Operation and Maintenance Manuals.
- N. Warranty requirements.

1.02 PROJECT CONDITIONS

- A. Provide protection and conditions that ensure installed Work is without damage or deterioration at the time of Substantial Completion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- D. No open storage containers will be allowed within the building outside of work hours. This includes but is not limited to sealants, paints, adhesives, cleaners, drywall finishing materials, etc.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and

conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages. Coordinate with Owner.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 3. Verify that abandoned services serve only abandoned facilities.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 - 2. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:

1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
 - J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
 - K. Do not begin new construction in alterations areas before demolition is complete.
 - L. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 DAILY PROGRESS CLEANING

- A. Collect waste material which may constitute a fire hazard, place inclosed metal containers, and remove daily from site.
- B. After cutting and boring, contractor is required to clean the space of all debris, water and concrete.
- C. Keep the premises free from accumulation of debris.

- D. Remove all debris, equipment, surplus materials and leave the premises in a neat and orderly condition at the completion of the work day.
- E. Clean all walks, streets, etc. affected by the work.
- F. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- G. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 DEMONSTRATION AND INSTRUCTION

- A. Provide overview training & demonstration session for all trades and response groups.
- B. Provide in-depth training & demonstration session for maintenance, technician, and service personnel. MUST be to maintenance, technician, and/or service levels for ALL systems.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.09 ADJUSTING

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

3.10 FINAL CLEANING

- A. Special cleaning for specific work may be noted in following sections of this document.
- B. Comply with manufacturer's instructions for cleaning of all system components, equipment, and materials installed into the project.
- C. Prior to the time the Contractor requests Substantial Completion Inspection:
 1. Remove labels that are not required as permanent labels.
 2. Clean exposed hard-surfaced finishes including glass, metals, stone, concrete, painted surfaces, plastics, tile, wood, special coatings, and similar surfaces, to a dirt free condition, free of dust, stains, films, and similar noticeable distracting substances.
 3. Clean concrete floors in non-occupied spaces.
 4. Clean lighting fixtures and lamps of ALL dust and debris.
 5. Remove crates, cartons, and other flammable waste materials or trash from work areas. Building(s) shall be turned over free of concealed garbage, trash, and rodent infestation. If any of the preceding is revealed, or odors from them occur, they shall be removed by the Contractor at Contractor's expense.

6. Restore all surrounding property to its original condition.
 7. Elevator shafts, electric closets, pipe, and duct shafts, chases, furred spaces, and similar spaces which are generally unfurnished, shall be cleaned and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust.
 8. Rubbish and debris shall be lowered by way of chutes, hoists, or lowered in receptacles. Under no circumstances shall any rubbish or waste be dropped or thrown from one level to another within or outside the building(s).
 9. No marking, soiling, or other defacing of finished surfaces. In the event that finished surfaces become defaced, all costs for cleaning and restoring such surfaces to their originally intended condition shall be the responsibility and cost of the Contractor.
 10. Remove debris from and clean tops of all equipment, AHU, lights, etc. this includes mechanical rooms.
- D. Prior to Contractor request of Final Acceptance Inspection:
1. Clean transparent materials, including mirrors and window or door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials.
 2. Turn the work over in immaculate condition inside and outside including the premises.
 3. Clean all work on the premises including walks, drives, curbs, paving, fences, grounds, and walls. Slick surfaces shall be left with a clear shine. Cleanup shall include removal of smudges, marks, stains, fingerprints, soil, dirt, paint, dust, lint, labels, discolorations, and other foreign materials.
 4. Clean all finished surfaces on interior and exterior of project including floors, walls, ceilings, windows, glass, doors, fixtures, hardware, and equipment.
 5. Clean and apply finish (including 'Anchor' wax) to all floors as recommended by the manufacturer.
 6. Wash exterior glass using a window-cleaning contractor specializing in such work.
 7. Remove temporary buildings and structures, fences, scaffolding, surplus materials, and rubbish of every kind from the site of the work. Repair these areas to be compatible with the surrounding finished conditions.
 8. Clean tops of all equipment, AHU, lights, etc. This includes mechanical rooms.

3.11 CONSTRUCTION WASTE MANAGEMENT

- A. Salvage and Recycling Requirements: Our goal is to salvage and recycle as much non-hazardous demolition and construction waste as possible including any demolition and/or construction waste.
- B. All hazardous material removal and disposal will be by UO; See Section 01 10 00.
- C. Submittals:
1. Recycling Plan: Prior to preparation of the Waste Management Plan, submit the recycling plan to the U of O PM and Architect for approval.
 2. Waste Management Plan: Submit 3 copies of plan within 30 days of the Notice to Proceed.
 3. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste in weight generated by the Work.
- D. Record Keeping:
1. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether or not the organization is tax exempt.
 2. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices. Include documentation for back-charge fees (if any) for improperly segregated waste.
 3. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- E. Provide recycling education and recycling information to Contractor and Subcontractor employees working on the project.
- F. Waste Management Plan:
 - 1. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight throughout waste management plan.
 - 2. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
 - 3. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - a. Reused Materials: For materials salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - b. Sold Materials: For materials sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - c. Donated Materials: For materials donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - d. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - e. Disposed Materials: Indicate how and where materials disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - f. Handling and Transportation Procedures: Include method used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
 - 4. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - a. Total quantity of waste.
 - b. Estimated cost of disposal (cost per ton). Include hauling and tipping fees and rental cost of collection containers for each type of waste.
 - c. Total cost of disposal (with no waste management).
 - d. Revenue from salvaged materials.
 - e. Revenue from recycled materials.
 - f. Savings in hauling and tipping fees by donating materials.
 - g. Savings in hauling and tipping fees that are avoided. .
 - h. Handling and transportation costs. Include cost of collection containers for each type of waste
 - i. Net additional cost or net savings from waste management plan.
 - 5. Plan Implementation:
 - a. Provide containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - b. Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - c. Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1) Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2) Comply with project requirements for controlling dust and dirt, environmental protection, and noise control.
 - 6. Clean salvaged items.
 - 7. Sale of salvaged items is not permitted on Project site. Labor for loading donated items acceptable to local trade practices; union labor if applicable.

8. Separate recyclable waste from other waste materials, trash, and debris.
9. NO on-site crushing of asphalt pavement, brick, and concrete rubble.
10. Demolition Recycling:
 - a. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
 - b. Concrete: Deposit all debris in designated container to be transported to approved aggregate recycling facility.
 - c. Masonry: Deposit all masonry debris in designated container to be transported to approved aggregate recycling facility. Clean and stack undamaged whole masonry units on wood pallets for reuse.
 - d. Wood Materials: Sort and stack salvageable members according to size, type, and length. Separate lumber waste and deposit into appropriate container. Separate engineered wood products, panel products, and treated wood materials into designated containers.
 - e. Metals: Separate metals by type if practical. Stack salvageable structural steel members according to size, type of member, and length.
 - f. Asphalt Shingle Roofing: Organic and glass-fiber asphalt shingles and felts shall be disposed of. Recycle nails, staples acceptable, flashing trim and accessories as metals. Asbestos containing shingles shall be abated and properly disposed of by UO; See Section 01 10 00.
 - g. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - h. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs.
 - i. Plumbing Fixtures: Separate by type, size, and fixtures suitable for reuse. All other fixtures are to be transported to approved recycling facility.
 - j. Piping: Separate piping materials by material composition and deposit in designated containers. Separate supports, hangers, valves, sprinklers, and other components by material type and recycle.
 - k. Lighting Fixtures: Separate lamps and ballasts and protect from breakage for collection and disposal by Facilities EH&S.
 - l. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type
 - m. Conduit: Deposit conduit and fittings into designated container.
11. Recycling of Construction Packaging:
 - a. Cardboard and Boxes: Break down packaging into flat sheets.
 - b. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - c. Crates: Break down crates to component wood pieces and recycle.
 - d. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
 - e. Wood Materials: Deposit into designated clean wood container to be transported to designated recycling facility.
12. Remove waste materials from Project site and legally dispose of them.
 - a. Do not allow waste materials that are to be disposed of accumulate on-site.
 - b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
13. Do not burn waste materials on-site.

3.12 CLOSEOUT PROCEDURES

- A. Closeout delivery of any and all closeout and/or overstock items to the U of O PM requires formal transmittals for project records; includes O&M manuals, extra materials, custom finish knives, etc.
- B. Make submittals that are required by governing or other authorities.
 1. Provide copies to Architect and Owner.

- C. Notify Architect when work is considered ready for Substantial Completion.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when work is considered finally complete.
- G. Complete items of work determined by Architect's final inspection.

3.13 DESIGN TEAM RECORD DOCUMENT REQUIREMENTS / DELIVERABLES AT PROJECT CLOSEOUT

- A. 1 complete reproducible CD set of all AutoCAD drawing files, Revit models, etc.; including egress maps.
- B. 1 complete reproducible CD set of each drawing sheet in 'pdf' file format.
- C. 2 complete full-size, reproducible drawing and specification sets on bond paper.
- D.

3.14 GENERAL CONTRACTOR AS-BUILT DOCUMENT REQUIREMENTS / DELIVERABLES AT PROJECT CLOSEOUT

- A. With all the following listed items, give particular attention to concealed products and portions of the work that are not clearly identified in the original submittal or cannot otherwise be readily discerned at a later date by direct observation.
 - 1. Original permit set of documents with sign off of inspections. Contractor should make copies of these sign offs for their records.
 - 2. 2 complete full-size, reproducible drawing sets on bond paper.
 - 3. 2 complete sets of as-built specifications.
 - 4. 1 complete reproducible CD of as-built specifications in 'pdf' file format.
 - 5. 1 complete full-size reproducible drawing & specification set of Contractor's red-lines on bond paper.

3.15 OPERATION AND MAINTENANCE MANUALS

- A. 2 complete physical hard copies of ALL listed items.
- B. 1 complete reproducible CD of ALL listed items in 'pdf' file format.
- C. ALL part numbers of manufacturers and suppliers.
- D. Total quantities installed under the contract.
- E. Manufacturer's and supplier's names and addresses.
- F. Complete manufacturer's serial number(s) or other identity symbol(s).
- G. Parts lists that clearly identify every part in the item of equipment with the proper manufacturer's name, part nomenclature and number, local source, and list price.
- H. Draw-downs of all finish paint used.
- I. Recommended Spare Parts:
 - 1. Furnish a list of recommended spare parts for each equipment item that will be needed to support that item of equipment for a 12-month period.
 - 2. The quantities of spare parts recommended shall be based upon the quantity of like equipment items installed under the contract.
 - 3. Storage shelf life of part, in months, if the part has a limited life.
 - 4. Recommended quantity of part(s) to inventory and support the installed quantity of equipment in which the part appears for a period of 12 months.
 - 5. Name, address, and phone number of the nearest supplier for the part.

- J. Normal Operating Instructions: Provide sufficient information that will permit a journeyman mechanic to adjust, startup, operate, and shutdown the equipment. Special startup precautions and other action items required before the equipment is put into service must be noted.
- K. Emergency Operating Procedures: Detail description of the sequence of action to be taken in the event of a malfunction, either to permit a short period of continued operation or an emergency shutdown to prevent further damage to the unit and to the system.
- L. Preventative Maintenance: Detail information to cover routine and special inspection requirements, including field adjustments, inspections for wear, adjustment changes, packing wear, lubrication points, frequency and specific lubrication type required, cleaning of the unit, type of solvent to use, and other measures applicable.
- M. Calibration: Detailed data on what to calibrate, how to calibrate, when to calibrate, and procedures to enable checking the equipment for reliability; provide indications and data for test equipment, special tools and the location of test points.
- N. Scale and Corrosion Control: Detailed information for prevention and removal of scale and corrosion.
- O. Trouble Shooting Procedures: Detailed information and procedures for detecting and isolating malfunctions; provide detailed information concerning probable causes and applicable remedies.
- P. Removal and Installation Instructions: Detailed information concerning the logical sequence of steps required to remove and install the item including instructions for the use of special tools and equipment.
- Q. Disassembly and Assembly Instructions: Detailed illustrations and text to show the logical procedure and provide the instructions necessary to disassemble and assemble the unit properly. The text shall include all checks and special precautions and list the use of special tools and equipment required to perform the assembly or disassembly.
- R. Repair Instructions: Detailed repair procedures to bring the equipment up to the required operating standard including instruction for examining equipment and parts for needed repairs and adjustments, and tests or inspections required to determine whether old parts may be reused or must be replaced.
- S. System Drawings: Detailed drawings, where applicable, that clearly show wiring diagrams, control diagrams, system schematics, pneumatic and fluid flow diagrams, etc., which pertain to the unit function. Drawings are required to show modifications to another manufacturer's standard unit which is incorporated into the assembly or packaged unit.
 - 1. The Contractor shall provide diagrammatic drawings for each installed system, which shall show the placement of the system in relation to the building, and the physical location of each item or equipment installed within the system. Each installed item of equipment shown on the drawing will be identified by the equipment item model and/or serial/part number.
- T. Special Tools and Test Equipment: Furnish a detailed list of the special tools and test equipment needed to perform repair and maintenance for each equipment item. The list shall contain the special tool and test equipment part number, size, quantity, price, manufacturer's name and address, and local supplier's name and address.
 - 1. ALL/ANY item that requires special tools and/or test equipment must be brought to the attention of the pertinent Owner's Facilities personnel prior to specification and/or installation.
- U. Warranties and Guarantees: Within each tabbed section of the O&M, include an executed copy of the specified warranty/guarantee covering the particular system, equipment item, or material.
 - 1. This is to include both the manufacturer's warranty and the installing contractor's guarantee for workmanship and system operation. This copy of the particular

warranty/guarantee is in addition to the original signed copies that are to be bound together separately.

2. Provide a separate binder containing all original project warranties and guarantees.
- V. Training of Owner's Facilities personnel: Documentation of training of Owner's Facilities personnel regarding operation of particular systems shall be included within the tabbed section for that particular system. Such documentation shall include identification of parties receiving training and date(s) of training.
- W. Field records on excavations, foundations, underground construction, wells, and similar work.
- X. Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping.
- Y. Surveys establishing lines and levels of buildings.
- Z. Load and/or performance testing.
- AA. Final inspection and deficiency corrections.
- AB. Prior to date of substantial completion the Architect and U of O PM shall determine which (if any) samples or mock-ups are to be transmitted to the U of O PM for record purposes.
- AC. Contractor shall incorporate all commissioning and closeout documentation and/or verification not included in the O&M manuals. This document is intended to be a consolidation of documentation and verification for the project commissioning and closeout process.
- AD. With all the above listed items, give particular attention to concealed products and portions of the work that are not clearly identified in the original submittal or cannot otherwise be readily discerned at a later date by direct observation. Cross reference items to change orders and markup of record drawings and specifications.

3.16 WARRANTY REQUIREMENTS

- A. Oregon Revised Statutes - 2007; 701.340 Commercial Structure Warranty: "A commercial general contractor level 1 or level 2 that constructs a new large commercial structure shall provide the owner with a two-year warranty of the building envelope and penetration components against defects in materials and workmanship. The warranty shall provide for the contractor to annually inspect the building envelope and penetration components during the warranty period. The warranty need not cover conditions resulting from improper maintenance by the owner [2007 c.836 §12]"
- B. Minimum warranty for all material and workmanship, building envelope & penetration components excluded per above noted ORS, for a minimum of 1-year after date of substantial completion OR for the extended period of time determined by manufacturer's guarantee.
- C. Extended warranties may be required for specific items as noted in the following document.
- D. Correct immediately any failure caused by poor material or workmanship during warranty period; within 72 hours of notice.
- E. If the PM or FS personnel are required to proceed with repairs, the responsible party of the warranty will be billed for costs and damages when failing to comply.

3.17 DEMONSTRATION AND/OR TRAINING

- A. Training & demonstration session of overview for all trades and response groups.
- B. In depth training & demonstration session for maintenance, technician, and service personnel. MUST be to a maintenance, technician, and/or service levels for ALL systems.
- C. Required hours will be listed in following standards.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities and utility structures.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
- D. Minimize production of dust due to demolition operations.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.02 EXISTING UTILITIES

- A. Coordinate work with Owner's Authorized Representative; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from Owner's Authorized Representative.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without permission from Owner's Authorized Representative.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without permission from Owner's Authorized Representative.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as shown.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions of construction between project site and public areas of the building specified in Section 01 5000.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
 2. Salvage and reuse existing base and chair rail trim on walls to be demolished.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Cutting and Boring
1. Locate existing pipe, conduit, structure, etc. prior to any cutting and/or boring; interior and exterior.
 2. When in any part of the sciences complex the building manager and users must be notified by U of O PM a minimum of 48 hours prior to work beginning due to the sensitive nature of the activities.
 3. All cutting is to be with vertical, straight-line joints using saw or other power tool designed for cutting pavement. Replace to condition at least as good as existing prior to cutting.
- G. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concealed wood blocking, nailers, and supports.
- B. Miscellaneous wood nailers, furring, and grounds.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.
- C. No particle board is to be used in underlayment or exterior applications.
- D. Non formaldehyde materials only.
- E. Wood species, profiles, trims, etc. are to match throughout the building; new and existing conditions.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association (WWPA).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Kiln-dry or MC15.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

END OF SECTION

**SECTION 06 2000
FINISH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood door frames, glazed frames.
- C. Wood casings and moldings.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 08 1433 - Stile and Rail Wood Doors.
- C. Section 08 8000 - Glazing: Glass and glazing of transoms and re-lites.
- D. Section 09 9000 - Painting and Coating: Painting and finishing of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with electrical rough-in and installation of associated and adjacent components.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Samples: Submit two samples of wood trim 6 inches long.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Grades as indicated.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
 - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Douglas Fir; clear coat. Prepare for transparent finish. See drawings for base details.
 - 2. Door, Glazed Light, and Door Frames: Douglas Fir, clear coat. Prepare for transparent finish. See drawings for details.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.03 LUMBER MATERIALS

- A. Hardwood Lumber: Poplar or Alder species, maximum moisture content of 6 percent; with flat grain .

2.04 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.

- B. Fasteners: Of size and type to suit application.
- C. Concealed Joint Fasteners: Threaded steel.

2.05 ACCESSORIES

- A. Lumber for Shimming, Blocking, and backing: Softwood lumber of Clear white pine or Douglas Fir or Hemlock species.
- B. Glass: Type GL-1 as specified in Section 08 8000.
- C. Primer: as specified in Section 09 9000.
- D. Wood Filler: Solvent base, tinted to match surface finish color.

2.06 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (1 mm). Do not use additional overlay trim to conceal larger gaps.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09 9000.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.5 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.7 mm).

END OF SECTION

SECTION 06 4100
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Specially fabricated cabinet units.
- B. Cabinet hardware.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 12 3600 - Countertops.

1.03 REFERENCE STANDARDS

- A. ANSI A135.4 - American National Standard for Basic Hardboard; 2004.
- B. ANSI A208.1 - American National Standard for Particleboard; 2009.
- C. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.
- E. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- F. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; Hardwood Plywood & Veneer Association; 2009 (ANSI/HPVA HP-1).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, jointing details, fastening methods, accessory listings, hardware location and schedule of finishes.
- C. Product Data: Provide data for hardware accessories.
- D. Samples: Submit actual samples of architectural cabinet construction, minimum 8 inches (200 mm) square, illustrating proposed cabinet, countertop, and shelf unit substrate and finish.

1.05 QUALITY ASSURANCE

- A. Perform all work in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Custom Grade quality, unless other quality is indicated for specific items.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.
- B. Store surfacing materials to prevent breakage and marring of surfaces in accordance with manufacturer's printed instructions.

PART 2 PRODUCTS

2.01 CABINETS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Grades as indicated.
- B. Plastic Laminate Faced Cabinets: Custom grade.
- C. Cabinets :
 - 1. Finish - Exposed Exterior Surfaces: High Pressure Decorative Laminate.
 - 2. Finish - Exposed Interior Surfaces: Decorative laminate.
 - 3. Finish - Concealed Surfaces: Thermally Fused Melamine Laminate.
 - 4. Door and Drawer Front Edge Profiles: Square edge covered with matching High Pressure Laminate.

5. Casework Construction Type: Type A - Frameless.
6. Interface Style for Cabinet and Door: Style 1 - Overlay; flush overlay.
7. Adjustable Shelf Loading: 40 lbs. per sq. ft.
8. Shelf thickness: Unless noted otherwise, 3/4" thick.
9. Cabinet Style: Flush overlay.
10. Cabinet Doors and Drawer Fronts: Flush style.
11. Visible Edges and Reveals: Square edge covered with matching High Pressure Laminate.
12. Outside Corners: Square edge covered with matching High Pressure Laminate.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.
- B. All unfinished exposed and unexposed surfaces and edges shall be sealed with Safe Coat Safe Seal Particle Board and Plywood Sealer.

2.03 LAMINATE MATERIALS

- A. Manufacturers:
 1. Formica Corporation; Product 8825-58 Platinum Drops, Matte finish: www.formica.com.
 2. Formica Corporation; Product 3505-SP Storm Solidz, sculpted finish: www.formica.com.

2.04 WORKSURFACE IN RM. 181

- A. Plastic laminate work surface: 1-1/2" thick apple ply; substrate covered with HPDL, conventionally fabricated and exposed apple-ply edge.

2.05 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Fasteners: Size and type to suit application.
- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.

2.06 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Adjustable Shelf Supports in Cabinets: Standard side-mounted system using multiple holes for pin supports and coordinated self rests, satin chrome finish, for nominal 1 inch (25 mm) spacing adjustments.
- C. Worksurface Brackets at fixed wall mounted worksurface:
 1. Stainless steel.
 2. Load capacity: 1,000 lbs. per pair when mounted 16" O.C.
 3. Product: Work Surface Brackets # 287.77.003 manufactured by Hafele.
- D. Drawer Pulls: 1/2" pulls Where indicated in Construction Documents.
 1. Finish: Anodized Silver
 2. Product: 1/2" centers 3/8" drop down top mounted squared edge pull LIN-85191 manufactured by Linnea.
- E. Door Pulls: polished stainless finish 3-7/8" pulls where indicated in Construction Documents.
 1. Product: 3-7/8" centers oblong pull LIN-85261 manufactured by Hafele.
- F. Door and Drawer Bumpers:
 1. Rubber, clear color
- G. Drawer Slides:
 1. Type: Full extension.
 2. Static Load Capacity: Commercial Grade.
 3. Mounting: Side mounted.
 4. Stops: Integral type.

- 5. Features: Provide self closing/stay closed type.
- H. Hinges: Blum: Clip top Bluemotion or approved equal; self-closing type, steel with satin finish.

2.07 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.
 - 1. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
 - 2. Cap exposed plastic laminate finish edges with material of same finish and pattern, U.N.O.

2.08 APPLICATION

- A. Apply products in accordance with manufacturer's instructions, using the preparation, products, sheens, textures, and colors as indicated.
 - 1. Provide completed work matching approved samples for color, texture, and coverage.
 - 2. Remove, refinish, or repaint work not complying with requirements.
- B. Protect all surfaces not to be coated.
- C. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- D. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
 - 1. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- E. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
 - 1. Number of coats and film thickness required are the same regardless of application method.
 - 2. If undercoats, stains, or other conditions show through final coat of, apply additional coats until paint film is of uniform finish, color, and appearance.
 - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- F. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
 - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
 - 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
 - 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
 - 4. Do not recoat until lacquer has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.

5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
6. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch up areas to achieve flat, uniform surface without surface defects visible from 5 feet.
7. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
8. Contractor must redo unsatisfactory finishes; refinish entire area to corners or other natural terminations.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.02 INSTALLATION

- A. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- B. Use fixture attachments in concealed locations for wall mounted components.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units.
- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch (1 mm). Do not use additional overlay trim for this purpose.
- E. Secure cabinets to floor using appropriate angles and anchorages.

3.03 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.04 WOOD TRIM

- A. Extra trim of specialty types are to be provided with overstock at the end of project.
- B. Any custom profiles, trims, etc. require delivery of a copy of the knife to the PM for future use; transmittal required with as-built requirements.

3.05 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

**SECTION 07 8400
FIRESTOPPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire-resistance rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

PART 2 PRODUCTS

2.01 FIRESTOPPING - GENERAL REQUIREMENTS

- A. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

2.02 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements.
 - 1. Fire Ratings: Use any system listed by UL or tested in accordance with ASTM E814 that has F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and that meets all other specified requirements.

2.03 MATERIALS

- A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify openings are ready to receive the work of this section.

3.02 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.

3.03 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by Authority having jurisdiction.

3.04 CLEANING

- A. Clean adjacent surfaces of firestopping materials.

3.05 PROTECTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

**SECTION 07 9005
JOINT SEALERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.

1.02 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

1.03 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- C. No adhesive style sealants are to be used in any application.
- D. No silicone material on the building envelope/skin.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

**SECTION 08 1416
FLUSH WOOD DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush configuration; non-rated.

1.02 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry.
- B. Section 08 7100 - Door Hardware.
- C. Section 08 8000 - Glazing.
- D. Section 09 9000 - Painting and Coating: Site finishing of doors.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- B. WDMA I.S.1-A - Architectural Wood Flush Doors; Window and Door Manufacturers Association; 2011.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Specimen warranty.
- D. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory finishing criteria, identify cutouts for glazing.
- E. Manufacturer's Installation Instructions: Indicate special installation instructions.
- F. Warranty, executed in Owner's name.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.07 WARRANTY

- A. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- B. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 - 1. Graham Wood Doors: www.grahamdoors.com.
 - 2. Eggers Industries: www.eggiersindustries.com.

3. Haley Brothers: www.haleybros.com.
4. Marshfield DoorSystems, Inc: www.marshfielddoors.com.
5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS AND PANELS

- A. All Doors: See drawings for locations and additional requirements.
 1. Quality Level: Premium Grade, Standard Duty performance, in accordance with WDMA I.S.1-A.
 2. Douglas Fir Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Wood Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.

2.03 DOOR FACINGS

- A. Douglas Fir Veneer Facing for Transparent Finish: Medium density overlaid plywood.

2.04 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- C. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
 1. Exception: Doors to be field finished.
- D. Provide edge clearances in accordance with the quality standard specified.

2.05 FINISHING - FLUSH WOOD DOORS

- A. Finish work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5 - Finishing for Grade specified and as follows:
 1. Transparent clear coat:
 - a. System - 12, Polyurethane, Water-based.
 - b. Sheen: Satin.
- B. Shop finish doors in accordance with approved sample.
- C. Seal door top edge with sealer to match door facing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Field-Finished Doors: Trimming to fit is acceptable.
 1. Adjust width of non-rated doors by cutting equally on both jamb edges.
 2. Trim maximum of 3/4 inch (19 mm) off bottom edges.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

3.03 TOLERANCES

- A. Conform to specified quality standard for fit and clearance tolerances.
- B. Conform to specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.

B. Adjust closers for full closure.

3.05 SCHEDULE - SEE DRAWINGS

END OF SECTION

SECTION 08 1433
STILE AND RAIL WOOD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood doors, stile and rail design.
- B. Panels of wood and glass.

1.02 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry: Wood door frames.
- B. Section 08 7100 - Door Hardware.
- C. Section 08 8000 - Glazing.
- D. Section 09 9000 - Painting and Coating: Site finishing doors.

1.03 REFERENCE STANDARDS

- A. AWI (QCP) - Quality Certification Program, www.awiqcp.org; current edition at www.awiqcp.org.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate stile and rail core materials and construction; veneer species, type and characteristics.
- C. Specimen warranty.
- D. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, factory finishing criteria, identify cutouts for glazing.
- E. Manufacturer's Installation Instructions: Indicate special installation instructions.
- F. Warranty, executed in Owner's name.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver, and store doors in accordance with quality standard specified.
- B. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.07 WARRANTY

- A. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- B. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Stile and Rail Wood Doors:
 - 1. Eggers Industries: www.eggersonindustries.com.
 - 2. Maiman Company: www.maiman.com.
 - 3. Marshfield DoorSystems, Inc: www.marshfielddoors.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS

- A. Quality Level: Premium Grade, in accordance with AWI/AWMAC/WI Architectural Woodwork Standards.
- B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; solid lumber construction; mortised and tenoned joints.

2.03 DOOR AND PANEL FACINGS

- A. Interior Doors: Wood veneer, Douglas fir species, plain sliced with end matched grain, for transparent finish.
- B. Adhesive: Type I - waterproof.

2.04 ACCESSORIES

- A. Molding: Wood, of same species as door facing, mitered corners; prepared for countersink style tamper proof screws.

2.05 DOOR CONSTRUCTION

- A. Vertical Exposed Edge of Stiles: Of same species as veneer facing.
- B. Factory machine doors for finish hardware in accordance with hardware requirements and dimensions. Do not machine for surface hardware.

2.06 FACTORY FINISHING

- A. Finish work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5 - Finishing for Grade specified and as follows:
 - 1. Transparent:
 - a. System - 12, Polyurethane, Water-based.
 - b. Stain: clear coat
 - c. Sheen: Satin.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out of tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and AWI/AWMAC Quality Standards requirements.
- B. Trim door width by cutting equally on both jamb edges.
- C. Trim door height by cutting bottom edges to a maximum of 3/4 inch (19 mm).
- D. Machine cut for hardware.
- E. Coordinate installation of doors with installation of frames and hardware.
- F. Coordinate installation of glazing.

3.03 TOLERANCES

- A. Conform to specified quality standard for fit, clearance, and joinery tolerances.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

3.05 SCHEDULE - SEE DRAWINGS

END OF SECTION

SECTION 08 8000

GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass.
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry: Wood components with requirement for glass.

1.03 REFERENCE STANDARDS

- A. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2011).
- B. ASTM C1036 - Standard Specification for Flat Glass; 2011e1.
- C. GANA (GM) - GANA Glazing Manual; Glass Association of North America; 2009.
- D. GANA (SM) - GANA Sealant Manual; Glass Association of North America; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.

PART 2 PRODUCTS

2.01 GLAZING TYPES

- A. Type IG-1 - Sealed Insulating Glass Units: Vision glazing.
 - 1. Application(s): All interior glazing unless otherwise indicated.
 - 2. Outboard Lite: Fully tempered float glass, 1/4 inch (6 mm) thick, minimum.
 - a. Tint: Clear.
 - 3. Inboard Lite: Fully tempered float glass, 1/4 inch (6 mm) thick, minimum.
 - a. Tint: Clear.
 - 4. Total Thickness: 1 inch (25 mm).
- B. Type GL-1 - Single Vision Glazing:
 - 1. Applications: All interior glazing unless otherwise indicated.
 - 2. Type: Fully tempered float glass.
 - 3. Tint: Clear.
 - 4. Thickness: 1/4 inch (6 mm).

2.02 GLASS MATERIALS

- A. Float Glass Manufacturers:
 - 1. AGC Flat Glass North America, Inc: www.na.agc-flatglass.com.
 - 2. Guardian Industries Corp: www.sunguardglass.com.
 - 3. Pilkington North America Inc: www.pilkington.com/na.
 - 4. PPG Industries, Inc: www.ppgideascape.com.
 - 5. Substitutions: Refer to Section 01 6000 - Product Requirements.
- B. Float Glass: All glazing is to be float glass unless otherwise indicated.
 - 1. Annealed Type: ASTM C1036, Type I, transparent flat, Class 1 clear, Quality Q3 (glazing select).
 - 2. Heat-Strengthened and Fully Tempered Types: ASTM C1048.

2.03 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C864 Option I. Length of 0.1 inch for each square foot (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) x width of glazing rabbet space minus 1/16 inch (1.5 mm) x height to suit glazing method and pane weight and area.
- B. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions and ready to receive glazing.

3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Install sealant in accordance with manufacturer's instructions.

3.03 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches (150 mm) from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

3.04 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.05 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste.

END OF SECTION

SECTION 09 2116
GYP SUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Acoustic insulation.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.
- E. Textured finish system.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2012.
- D. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2013.
- E. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- F. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2011.
- G. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- H. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- I. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007 (Reapproved 2013).
- J. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2010a.
- K. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2013.
- L. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

PART 2 PRODUCTS

2.01 GYP SUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.02 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf (240 Pa).

1. Minimum of 20 gage metal stud material.
 2. Studs: "C" shaped with flat or formed webs with knurled faces.
 3. Runners: U shaped, sized to match studs.
 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
- B. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
1. American Gypsum: www.americangypsum.com.
 2. CertainTeed Corporation: www.certainteed.com.
 3. Georgia-Pacific Gypsum: www.gpgypsum.com.
 4. USG Corporation: www.usg.com.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
1. Application: Use for vertical surfaces, unless otherwise indicated.
 2. At Assemblies Indicated with Fire-Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).
 4. Edges: Tapered

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 3 inches. (Thickness: 76 mm.)
- B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
1. Types: As detailed or required for finished appearance.
- D. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
- E. Textured Finish Materials: Latex-based compound; plain.
- F. Screws for Attachment to Steel Members Less Than 0.03 inch (0.7 mm) In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type.
- G. Screws for Attachment to Steel Members From 0.033 to 0.112 inch (0.8 to 2.8 mm) in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs as permitted by standard.
1. Extend partition framing to structure in all locations.

2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 3. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs and support headers on cripple studs.
- D. Blocking: Install wood blocking for support of:
1. Framed openings.
 2. Wall mounted cabinets.
 3. Plumbing fixtures.
 4. Wall mounted door hardware.
 5. Speakers and A/V Equipment, as required.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
1. Place one bead continuously on substrate before installation of perimeter framing members.
 2. Place continuous bead at perimeter of each layer of gypsum board.
 3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Installation on Metal Framing: Use screws for attachment of all gypsum board .

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

3.07 TEXTURE FINISH

- A. Texture Required: Match existing.

- B. Tape, fill, and sand as necessary existing irregular areas to produce smooth surface ready to receive finishes.

END OF SECTION

SECTION 09 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 RELATED REQUIREMENTS

- A. Section 21 1300 - Fire-Suppression Sprinkler Systems: Sprinkler heads in ceiling system.
- B. Section 23 3700 - Air Outlets and Inlets: Air diffusion devices in ceiling.
- C. Section 26 5100 - Interior Lighting: Light fixtures in ceiling system.

1.03 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2008.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2011.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008e1.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on acoustical units.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. Manufacturer:
 - 1.
 - 2.
 - 3. Armstrong World Industries, Inc; Product Cortega 2x4 lay in 769: www.armstrong.com.
- B. Acoustical Units - General: ASTM E1264, Class A.
- C. Surface Texture: Medium
- D. Composition: Mineral Fiber
- E. Color: White
- F. Size: 48in X 24in X 5/8in
- G. Edge Profile: Square Lay-In
- H. Noise Reduction Coefficient (NRC): ASTM C 423; Classified with UL label on product carton, 0.55.
- I. Ceiling Attenuation Class (CAC): ASTM C 1414; Classified with UL label on product carton, 35
- J. Emissions Testing: Section 01350 Protocol, < 13.5 ppb of formaldehyde when used under typical conditions required by ASHRAE Standard 62.1-2004, "Ventilation for Acceptable Indoor Air Quality"
- K. Flame Spread: ASTM E 1264; Class A (UL)
- L. Light Reflectance (LR): ASTM E 1477; White Panel: Light Reflectance: 0.82.
- M. Dimensional Stability: Standard -Space is enclosed, weatherproofed, HVAC systems operating.
- N. Antimicrobial Protection: None

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- D. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.

3.03 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

**SECTION 09 6500
RESILIENT FLOORING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient tile flooring.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plan.
- D. Selection Samples: Submit manufacturer's color samples for Architect's initial selection.
- E. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of sub-floor is acceptable.
- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Flooring Material: Quantity equal to 5 percent of total installed of each type and color.

1.05 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 TILE FLOORING

- A. Bio-based Tile: Surface pattern type
 - 1. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
 - 2. Size: 12" x 24" inch (305 x 610 mm).
 - 3. VOC Content: As specified in Section 01 6116.
 - 4. VOC Content: Certified as Low Emission by one of the following :
 - a. GreenGuard Children and Schools; www.greenguard.org.
 - b. SCS Floorscore; www.scscertified.com.
 - c. Product listing in the CHPS Low-Emitting Materials Product List at; www.chps.net/manual/lem_table.htm.
 - 5. Thickness: 0.125 inch (3.2 mm).
 - 6. Pattern: T3602 steel.
 - 7. Manufacturers:
 - a. Armstrong World Industries, Inc; Product Striations Bio-based tile: www.armstrong.com.

2.02 RESILIENT BASE

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove, and as follows:
 - 1. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
 - 2. Height: 4 inch (100 mm).
 - 3. Thickness: 0.125 inch (3.2 mm) thick.
 - 4. Length: Roll.
 - 5. Color: Solid color.
 - 6. Accessories: Premolded external corners and end stops.
 - 7. Manufacturers:
 - a. Flexco; Product TS Wallflower Rubber (WF-043). www.flexco.com
 - b. Substitutions: See Section 01 6000 - Product Requirements.

SECTION 09 6813
TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Carpet tile, loose laid with edges and control grid adhered.

1.02 REFERENCE STANDARDS

- A. CRI (CIS) - Carpet Installation Standard; Carpet and Rug Institute; 2009.
- B. CRI 104 - Standard for Installation of Commercial Textile Floorcovering Materials; Carpet and Rug Institute; 2002.
- C. CRI (GLA) - Green Label Testing Program - Approved Adhesive Products; Carpet and Rug Institute; Current Edition.
- D. CRI (GLC) - Green Label Testing Program - Approved Product Categories for Carpet; Carpet and Rug Institute; Current Edition.
- E. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association; 2011.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate layout of joints.
- C. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- D. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Shaw; Product Beyond the Fold: 5T060 Folded Tile .

2.02 MATERIALS

- A. Carpet Tile : Tufted, manufactured in one color dye lot.
 - 1. Tile Size: 18" x 36" inch (450 x 900 mm), nominal.
 - 2. Color: limelight ecru 60106 and dolphin ecru 60105.

2.03 ACCESSORIES

- A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Edge Strips: to match wall base, color as selected.
- C. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum VOC of 50 g/L; CRI Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

- C. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- B. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- C. Vacuum clean substrate.

3.03 INSTALLATION

- A. See finish plan on sheet A102 for installation pattern.
- B. Starting installation constitutes acceptance of sub-floor conditions.
- C. Install carpet tile in accordance with manufacturer's instructions and CRI Carpet Installation Standard.
- D. Install carpet tile in accordance with manufacturer's instructions and CRI 104.
- E. Blend carpet from different cartons to ensure minimal variation in color match.
- F. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- G. Adhere carpet tile to substrate along centerline of rooms, at perimeter of rooms, where tiles are cut, and at 15 foot (4.5 m) intervals throughout rooms. Lay remainder of tile dry over substrate.
- H. Trim carpet tile neatly at walls and around interruptions.
- I. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, and other coatings.

1.02 SCOPE

- A. Paint the surfaces described in PART 2 PRODUCTS, indicated on the Drawings, and as follows:
 - 1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
 - 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
 - 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
 - 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
 - 5. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment occurring in finished areas to match background surfaces, unless otherwise indicated.
 - a. If painting occurs where an item is labeled, remove label before painting and reinstall after painting has been completed.
 - 6. Paint shop-primed mechanical and electrical items occurring in finished areas.
 - 7. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
 - 8. Paint interior surfaces of air ducts and convectors and baseboard heating cabinets with flat, nonspecular black paint where visible through registers, grilles, or louvers.
- B. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Glass.
 - 6. Concealed pipes, ducts, and conduits.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. GreenSeal GS-11 - Paints; 1993.
- C. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; current edition; www.paintinfo.com.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; current edition; www.paintinfo.com.
- E. Environmental Protection Agency (EPA): Method 24 - Determination of Volatile Matter Content, Water Content, Density, Volume Solids, and Weight Solids of Surface Coatings.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. Product characteristics.
 - 3. Surface preparation instructions and recommendations.
 - 4. Primer requirements and finish specification.
 - 5. Storage and handling requirements and recommendations.
 - 6. Application methods.
 - 7. Cautions for storage, handling and installation.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
- D. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- E. LEED Report: VOC content of all interior opaque coatings actually used.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Paint and Coatings: 1 gallon (4 L) of each color; store where directed.
 - 2. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

1.06 MOCK-UP

- A. Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish surfaces for verification of products, colors and sheens.
 - 2. Finish area designated by Architect.
 - 3. Provide samples that designate primer and finish coats.
 - 4. Do not proceed with remaining work until the Architect approves the mock-up.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
 - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- B. Paints:
 - 1. Benjamin Moore & Co: www.benjaminmoore.com.
 - 2. Sherwin-Williams Company: www.sherwin-williams.com.
 - 3. Parker Paint: <http://comex-paint.com/parker>
 - 4. Rodda Paint: <http://www.roddapaint.com>
- C. Stains:
 - 1. Sherwin-Williams Company: www.sherwin-williams.com.
- D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. USGBC LEED Rating System, edition as stated in Section 01 3515; for interior wall and ceiling finish (all coats), anti-corrosive paints on interior ferrous metal, clear wood stains and finishes, sanding sealers, other sealers, shellac, and floor coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
 - 3. Refer to the current MSDS/EDS for exact VOCs. VOCs may vary by base. Some colors may not be 0 VOC after tinting with conventional colorants.
- C. Chemical Content: The following compounds are prohibited:
 - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 - 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di-(2-ethylhexyl)-phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: As indicated on drawings
 - 1. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 2. Extend colors to surface edges; colors may change at any edge as directed by Architect.

3. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

2.03 PAINT SYSTEMS - INTERIOR

- A. P-2 Medium Duty Vertical/Overhead: Including gypsum board and plaster.
 1. Latex Systems:
 - a. Applications: See Finish Schedule.
 - b. Eg-Shel / Satin Finish (Low Odor - Zero VOC):
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Promar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.6 mils dry per coat).
 2. Top Coat Product(s):
 - a. Sherwin-Williams ProMar 200 Zero VOC Latex. (gloss 3, 5)
- B. Paint I-TR - Transparent Finish on Wood, Unless Otherwise Indicated:
 1. Applications: See Finish Schedule.
 2. Semi Gloss Finish (Low Odor - Low VOC):
 - a. 1st Coat: S-W Wood Classics Stain.
 - b. 2nd Coat: S-W Wood Classics Waterborne Polyurethane Varnish.
 - c. 3rd Coat: S-W Wood Classics Waterborne Polyurethane Varnish.
 3. Stain: MPI Semi-Transparent Stain for Wood; MPI #90.
 4. Top Coat(s): MPI Clear Water Based Varnish; MPI #128, 129, 130.
 5. Top Coat: Sheen to match existing.
 6. Top Coat Product(s):
 - a. Sherwin-Williams Wood Classics Waterborne Polyurethane Varnish - A68 Series.
 7. Stain Product(s):
 - a. Sherwin-Williams Wood Classics Interior Oil Stain - 250 A49-800 Series.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Gypsum Wallboard: 12 percent.
 2. Plaster and Stucco: 12 percent.
 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing coatings that exhibit surface defects.
- D. Remove surface appurtenances, including electrical plates, hardware, light fixtures, light fixture trim, escutcheons, fittings, machined surfaces, and similar items prior to preparing surfaces or finishing.

1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.
 2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
1. Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- J. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- K. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- L. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
1. Provide completed work matching approved samples for color, texture, and coverage.
 2. Remove, refinish, or repaint work not complying with requirements.
- B. Protect all surfaces not to be coated.
- C. Provide adequate fresh air and ventilation during application.
- D. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- E. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
1. Brush application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
 2. Roller application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
 - a. Use spray application on the ceiling and asbestos insulated pipes. Any necessary abatement of hazardous materials in the affected spaces to be completed by Owner prior to the commencement of this project.

4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- F. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
1. Number of coats and film thickness required are the same regardless of application method.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- G. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
 4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
 5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
 6. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch up areas to achieve flat uniform surface without surface defects visible from 5 feet.
 7. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
 8. Where coating application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
 9. Contractor must redo unsatisfactory finishes; refinish entire area to corners or other natural terminations.

3.04 CLEANING AND PROTECTION

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Architect.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

3.05 SCHEDULE - COLORS

- A. See Drawing Schedule A602.

END OF SECTION

**SECTION 12 2400
WINDOW SHADES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Window shades and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Concealed wood blocking for attachment of headrail brackets.
- B. Section 09 2116 - Gypsum Board Assemblies: Substrate for window shade systems.

1.03 REFERENCE STANDARDS

- A. ASTM D4674 - Standard Practice for Accelerated Testing for Color Stability of Plastics Exposed to Indoor Office Environments; 2002a (Reapproved 2010).
- B. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films; 2010.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work related to products of this section; require attendance of all affected installers.
- B. Sequencing:
 - 1. Do not fabricate shades until field dimensions for each opening have been taken.
 - 2. Do not install shades until final surface finishes and painting are complete.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- C. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Warranty: Submit sample of manufacturer's warranty and documentation of final executed warranty completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in manufacturer's unopened packaging, labeled to identify each shade for each opening.
- B. Handle and store shades in accordance with manufacturer's recommendations.

1.08 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.09 WARRANTY

- A. See Section 01 7800 - Closeout Requirements, for additional warranty requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manually Operated Roller Shades:
 - 1. Hauser: Phifer Sheerweave rollershades: www.hausershade.com
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

- B. Source Limitations: Furnish products produced by a single manufacturer and obtained from a single supplier.

2.02 WINDOW SHADE APPLICATIONS

- A. Shades at 10% open weave: Translucent shades.
 - 1. Type: Roller shades.
 - 2. Fabric: see schedule on drawing A602.
 - 3. Color: As selected by Architect from manufacturer's full range of colors.
 - 4. Mounting: Inside (between jambs).
 - 5. Operation: Manual.

2.03 ROLLER SHADES

- A. Roller Shades: Fabric roller shades complete with mounting brackets, roller tubes, hembars, hardware and accessories; fully factory-assembled.
 - 1. Drop: Regular roll.
 - 2. Size: Per on site measurements.
- B. Fabric: Non-flammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation.
 - 1. Translucent Shades: Soften the light and reveal only shadow-like outlines to the outside; substantial privacy; Openness Factor less than 1 percent.
 - 2. Flammability: Pass NFPA 701 large and small tests.
- C. Roller Tube: As required for type of operation, extruded aluminum with end caps.
 - 1. Dimensions: Manufacturer's standard, selected for suitability for installation conditions, span, and weight of shades.
- D. Manual Operation: Clutch operated continuous loop; beaded ball chain meeting WCMA A100.1.

2.04 ACCESSORIES

- A. Brackets and Mounting Hardware: As recommended by manufacturer for mounting configuration and span indicated.
- B. Fasteners: Non-corrosive, and as recommended by shade manufacturer.

2.05 FABRICATION

- A. Field measure finished openings prior to ordering or fabrication.
- B. Fabricate shades to fit openings within specified tolerances.
- C. Dimensional Tolerances: As recommended in writing by manufacturer.
- D. At openings requiring continuous multiple shade units with separate rollers, locate roller joints at window mullion centers; butt rollers end-to-end.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine finished openings for deficiencies that may preclude satisfactory installation.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Start of installation shall be considered acceptance of substrates.

3.02 PREPARATION

- A. Prepare surfaces using methods recommended by manufacturer for achieving best result for substrate under the project conditions.
- B. Coordinate with window installation and placement of concealed blocking to support shades.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved shop drawings, using mounting devices as indicated.
- B. Installation Tolerances:
 - 1. Inside Mounting: Maximum space between shade and jamb when closed of 1/16 inch (1.5 mm).
 - 2. Maximum Offset From Level: 1/16 inch (1.5 mm).
- C. Replace blinds that exceed specified dimensional tolerances at no extra cost to Owner.
- D. Adjust level, projection and shade centering from mounting bracket. Verify there is no telescoping of shade fabric. Ensure shades for smooth operation.

3.04 CLEANING

- A. Clean soiled shades and exposed components as recommended by manufacturer.
- B. Replace shades that cannot be cleaned to "like new" condition.

3.05 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate operation and maintenance of window shade system to Owner's personnel.

3.06 PROTECTION

- A. Protect installed products from subsequent construction operations.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.07 MAINTENANCE

- A. See Section 01 7000 - Execution Requirements, for additional requirements relating to maintenance service.

**SECTION 12 3600
COUNTERTOPS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Countertops for architectural cabinetwork.
- B. Wall-hung counters and vanity tops.

1.02 RELATED REQUIREMENTS

- A. Section 06 4100 - Architectural Wood Casework.

1.03 REFERENCE STANDARDS

- A. ANSI A161.2 - Performance Standards for Fabricated High Pressure Decorative Laminate Countertops; 1998.
- B. ANSI A208.1 - American National Standard for Particleboard; 2009.
- C. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.
- E. ISFA-2 - Classification and Standards for Solid Surfacing Material; International Solid Surface Fabricators Association; 2001 (2007).
- F. MIA (DSDM) - Dimensional Stone Design Manual; VII, 2007.
- G. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- D. Verification Samples: For each finish product specified, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.
- F. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Same fabricator as for cabinets on which tops are to be installed.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 COUNTERTOP ASSEMBLIES

- A. Plastic Laminate Countertops: High pressure decorative laminate sheet bonded to substrate.
 - 1. Laminate Sheet, Unless Otherwise Indicated: NEMA LD 3 Grade HGP, for postforming, 0.039 inch (HGP, for postforming, 1.0 mm) nominal thickness.
 - a. Finish: Matte or suede, gloss rating of 5 to 20.
 - b. Surface Color and Pattern: As indicated on drawings.
 - c. Manufacturers:
 - 1) Formica Corporation : www.formica.com.
 - 2) Wilsonart International, Inc : www.wilsonart.com.
 - 2. Exposed Apple Ply Edge Treatment: Square, 1-1/2 inch (38 mm) thick Apple Ply. No back splash
 - 3. Fabricate in commercial grade.
- B. Natural Quartz and Resin Composite Countertops: Sheet or slab of natural quartz and plastic resin over continuous substrate.
 - 1. Flat Sheet Thickness: 1-1/4 inch (32 mm), minimum.
 - 2. Natural Quartz and Resin Composite Sheets, Slabs and Castings: Complying with ISFA-2 and NEMA LD 3; orthophthalic polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
 - a. Factory fabricate components to the greatest extent practical in sizes and shapes indicated; comply with the MIA Dimension Stone Design Manual.
 - b. Finish on Exposed Surfaces: Polished.
 - 3. Wall Panels: 1/2 inch (13 mm), and 3/4 inch (19 mm) thick.
 - 4. Other Components Thickness: 3/4 inch (19 mm), minimum.
 - 5. Back and End Splashes: Same sheet material, square top; minimum 4 inches (102 mm) high.

2.02 ACCESSORY MATERIALS

- A. Wood-Based Components:
 - 1. Wood fabricated from old growth timber is not permitted.
- B. Medium Density Fiberboard for Supporting Substrate: ANSI A208.2.
- C. Adhesives: Type recommended by manufacturer.

2.03 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
 - 1. Join lengths of tops using best method recommended by manufacturer.
 - 2. Fabricate to overhang fronts and ends of cabinets 1 inch (25 mm) except where top butts against cabinet or wall.
 - 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
 - 4. Fabricate with hairline joints.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
 - 1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
 - 2. Height: 4 inches (102 mm), unless otherwise indicated.
- C. Solid Surfacing: Fabricate tops up to 144 inches (3657 mm) long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.
- D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Install countertops in accordance with manufacturer's instructions and approved shop drawings.
- B. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- C. Attach plastic laminate countertops using screws with minimum penetration into substrate board of 5/8 inch (16 mm).
- D. Adhere countertops with continuous beads of adhesive
- E. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet (3 mm in 3 m), maximum.
- B. Offset From Wall, Countertops: 1/8 inch (3 mm) maximum; 1/16 inch (1.5 mm) minimum.
- C. Seal all unfinished exposed and unexposed surfaces and edges with safe Coat Safe Seal Particle Board and Plywood sealer.

3.05 CLEANING

- A. Clean countertops surfaces thoroughly.

3.06 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 22 0500**GENERAL PLUMBING REQUIREMENTS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Refer to Division 26 related electrical work.
- B. Refer to Division 1, Summary of Work for description of alternates and phasing of work.

1.03 WORK INCLUDED

- A. Provide all materials, labor, equipment together with all incidental items not shown or specified, which are required by code and good practice to provide complete systems. Refer to Division 1, Summary of Work.

1.04 COORDINATION

- A. Coordinate all work in Division 22 with work specified in other Divisions to provide a complete installation. Expense of changes required because of lack of supervision or coordination shall be borne by the Contractor. Such changes shall be to the satisfaction of and directly supervised by the Architect.

1.05 CONTRACT DRAWINGS

- A. Location of lighting, ductwork, piping, and equipment on Drawings is approximate. Plan exact location with respect to measurements on the job and work of other trades prior to work. If measurements differ slightly, modify work. If measurements differ substantially, notify Architect prior to fabrication.

1.06 SITE VISIT

- A. Examine site of proposed work and become familiar with job conditions affecting work. No additional allowance will be granted due to lack of information of existing conditions.

1.07 SUBSTITUTIONS

- A. Manufacturer's names and model numbers shown on drawings or in specifications form the basis of design and indicate quality of equipment or materials. Manufacturers not listed require prior approval. Substitution requests must be made in writing to the Architect prior to bid in accordance with Division 1, Product Requirements. Provide sufficient information indicating compliance with these Specifications.

1.08 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Provide shop drawings in accordance with Section 01 3000. Submittals shall include all information necessary as required for complete check including any changes or modifications to the drawings necessary.

1.09 RECORD DRAWINGS

- A. Provide record "as-built" drawings in accordance with Division 1, Project Record Drawings. Show all deviations from Contract Drawings, including addenda and change order items. Show depth of all stub outs and underground lines. Dimension all concealed piping from column grids or building lines.

1.10 PERMITS, CODES, AND INSPECTIONS

- A. Permits: Obtain all permits and pay fees required by governing agencies having jurisdiction over this work.
- B. Codes, Standards: Applicable codes and standards contained therein shall determine minimum requirements for materials, methods, and labor practices not otherwise stated herein.
- C. Inspections: Arrange and pay for inspections and tests required by codes or ordinances.

1.11 CUTTING AND PATCHING

- A. Not permitted unless shown on the drawings or approved by the Architect.

1.12 OPERATING AND MAINTENANCE DATA

- A. Submit in accordance with Division 1, Operation and Maintenance Data. Include information only on the exact equipment installed. Include the following information where applicable:
 1. Manufacturer's printed operating, maintenance, and service information.
 2. Approved shop drawings.
 3. Manufacturer's parts list.
 4. Written certification of disinfection of the domestic water system.

1.13 START UP

- A. The Mechanical Contractor shall be responsible for proper operation of all systems and shall coordinate start up procedures, calibration and system checkup with subcontractors present. System operational problems shall be diagnosed and corrected as required for system operation.

1.14 COMPLETION

- A. General: When installation is complete, cleaned and adjustments specified herein made, operate system to demonstrate to Architect that system is complete and operating in conformance with these Specifications.
- B. Substantial Completion: Work hereunder will not be reviewed for Substantial Completion until operating and maintenance data, record drawings and directories specified herein have been approved.
- C. Final Completion: Entire installation turned over to the Owner in finished and satisfactory working condition.

1.16 WARRANTY

- A. Provide a written warranty covering Work of the Division for a period of one year in accordance with Division 1. Include manufacturer's written warranties for material and equipment.

PART 2 - PRODUCTS

2.01 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials and equipment in a manner to prevent damage and deterioration. Store in original container. Indoor units, if stored outside, must be covered.

2.02 MATERIALS

- A. All materials employed in permanent construction shall be new, full weight, in first class condition and suitable for space provided. All similar materials shall be of one manufacturer. All materials designed for dispensing potable water shall be 'No-Lead' meeting the requirements of NFS/ANSI 61 and NSF/ANSI 372.

2.03 VARIATIONS IN EQUIPMENT

- A. Manufacturer's names and model numbers shown on drawings or in specifications form the basis of design. If approved mechanical equipment of other manufacturer requires modification or additions to any Work as shown on the drawings, Mechanical Contractor shall arrange for and pay costs of such changes as part of this Work.

2.04 PIPES AND PIPE FITTINGS

- A. Cast Iron Soil Pipe: No-hub cast iron pipe with gasket and clamp fittings conforming to ANSI Standard A112.5.1. All cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute (CISPI) and be listed by NSF International.
- B. Steel Pipe: Schedule 40 pipe, black or galvanized, conforming to ASTM A120.
- C. Copper Tube: Hard drawn copper conforming to ANSI H23.1 and ASTM B88. Type L above grade, type K below grade. Fittings shall be wrought copper 95-5 solder joint fittings, type K, conforming to ANSI B16.22.

2.05 VALVES

- A. All valves of a given type shall be of one manufacturer. Manufacturer's name and number listed are intended to indicate quality. Valves manufactured by Crane, Appollo, Nibco, Powell, Jenkins, Watts, Stockham, Hammond, as listed below, or approved.
- B. Ball Valves: Size 2" and Smaller: Bronze two piece body, 150 WSP, full port, lever handle with stops. Threaded or soldered ends to match pipe. Brass stem and chrome plated ball. Teflon or ethylene propylene seats. Provide stem extender for insulated valves. Must meet Federal Specification MSS SP-110 and WW-V-35, Type II. Hammond UP8501, UP8511.

2.06 PIPE SUPPORTS AND ACCESSORIES

- A. Use adjustable pipe hangers on suspended pipe. Chain or perforated strap hangers are not permitted. Provide supports between piping and building structure where necessary to prevent swaying.
- B. Pipe Hangers:
 - 1. Size 3" and smaller cast iron, Schedule 40 steel: Adjustable, malleable iron, solid or split ring, black. UL and FM approved. PHD 505, Grinnell, or equal.
 - 2. Copper tubing hangers: Steel hanger; PHD 151, Grinnell, or equal. On uninsulated piping provide calcium silicate inserts of same diameter as pipe insulation.
- C. Insulation Protection: Shields for insulated 4" and smaller cold water or storm drain shall be 18 ga. x 12" length. Galvanized steel shield to encompass 1/2 circumference. PHD 170, Grinnell, or equal.
- D. Supports for exposed piping routed along finished walls shall be metal framing channels with pipe clamps. Superstrut Series 1000 Channel with 702 Pipe Clamp.

2.07 PIPING SPECIALTIES

- A. Escutcheons: Nickel or chrome, split ring type, plated, size sufficient to cover pipe sleeve or opening.
- B. Unions: Iron body with brass seat for steel pipe, bronze or brass for copper pipe, 125 lb. MWP.
- C. Insulating Unions: 250 lb. MWP, ends to match piping. Flow of electric current must be below 1% of the galvanic current. Gasket material as recommended by manufacturer for service intended. Epco or equal.

PART 3 - EXECUTION

3.01 CLEANING SYSTEMS

- A. After all fixtures and piping systems are installed, system shall be thoroughly cleaned per Division 1. Remove all stickers and tags from fixtures. Clean fixtures. Clean all piping systems prior to installation of insulation or painting. Repair or replace any discoloration or damage to system, building finish, or furnishing resulting from failure to properly clean systems.

3.02 ACCESS TO EQUIPMENT AND ACCESSORIES

- A. Install equipment with adequate access for service. Provide access doors where shown or required for proper access to valves, P-traps, trap primers, cleanouts, shock absorbers, vacuum breakers, and all other mechanical equipment requiring maintenance where area is not accessible by other means.
- B. Access doors shall be minimum size of 12 X 12 inches. Access doors in public areas shall be lockable. Access doors shall have same fire rating as the surface they are installed in. Type, size, and exact location of access doors shall be coordinated with Architect prior to Work.

3.03 SEISMIC REQUIREMENTS

- A. All piping, equipment, and fixtures shall be provided with hangers, transverse bracing, longitudinal bracing, bolts, and connection types per OSSC. Seismic calculations shall be provided by the Contractor. Refer to structural drawings for seismic design requirements.

3.04 PIPES

- A. Route piping in general locations indicated. Coordinate with other piping, ducts, conduits and equipment making necessary offsets. Install to conserve headroom and interfere as little as possible with use of available space. Group piping at common elevations wherever possible.
- B. Slope piping and arrange for drainage at low point.
- C. Provide clearance for proper installation of insulation and for access to other pipes, valves, and equipment as required.
- D. Install horizontal lines parallel with walls and partitions, vertical risers plumb and straight. Conceal piping above ceiling and within furring and walls unless otherwise indicated. Piping shall not be installed on the floor without prior approval.
- E. Install piping on warm side of building insulation.

3.05 VALVES

- A. Valves shall be the full size of pipes in which they are installed unless otherwise noted on Drawings. Install valves in groups where possible. All valves shall be accessible. All valves to be installed with stem above horizontal.
- B. Valve Application:
 - 1. Install valve types as specified herein and as designated by symbols on the Drawings. Unless otherwise noted provide ball valves in domestic water systems.

3.06 PIPE SUPPORTS AND ACCESSORIES

- A. Supports for cold water pipes shall rest on the insulation with specified protection. Supports for all piping not more than two feet from each change of direction.
- B. Vertical Pipe Supports:
 - 1. Vertical pipes adjacent to walls: Support by means of bracket formed of steel straps bolted to wall, with clamps around pipe. Super Strut with series 700 clamps or equal.
 - 2. Vertical pipes not adjacent to walls: Riser clamp at each floor, steel on steel pipe and copper-plated on copper pipe.
- C. Horizontal Pipe Supports:
 - 1. Support cast iron piping at each joint and at each branch fitting with same size rod diameter as specified below.
 - 2. Spacing for horizontal steel and copper piping supports as follows unless otherwise indicated on Drawings:

Pipe size	Rod Diameter	Max. Spacing	
		Steel & Copper	PVC & CPVC Sch 80
Up to 1"	3/8"	6'-0"	4'-0"
1-1/4" thru 2"	3/8"	10'-0"	5'-0"
2-1/2" thru 3-1/2"	1/2"	10'-0"	6'-0"
4"	5/8"	14'-0"	6'-6"

3.07 PIPING SPECIALTIES

- A. Escutcheons: Install on exposed pipes passing through walls, floors, or ceilings where pipes are exposed in finished areas and within cabinets. Escutcheons not required in Mechanical Rooms.
- B. Unions: Place in line at all equipment and where shown or required to facilitate maintenance or removal.
- C. Insulating Unions: Place in line in accessible locations wherever ferrous and non-ferrous metals come in contact in plumbing systems. Place in line at water heaters.

3.08 PAINTING

- A. All pipe hangers, ferrous piping, supports, and equipment without factory finish installed in mechanical room, in areas without finished ceilings, and outside the building shall be painted flat black.

3.09 PIPE PENETRATION

- A. Where pipes pass through walls, ceilings, or floors, seal off void between opening and duct, or pipe and sleeve. Provide escutcheon in exposed locations.
- B. Where pipes or other material pass through or penetrate any fire-resistant wall, ceiling, or floor use UL listed fire stop systems meeting the requirements of the Authority having Jurisdiction. Provide packing materials, sealants, angles, and accessories. Completely seal voids the full thickness of material being penetrated. STI, Metacaulk, or equal.

END OF SECTION

SECTION 22 0700**PLUMBING INSULATION****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUBMITTALS

- A. Provide Shop Drawings for all insulation products to be used on this project.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. All glass fiber coverings and liners shall have a composite fire and smoke hazard rating as tested by procedure ASTM-E-84, NFPA 255 and UL-723, not exceeding 25 flame spread, 50 smoke developed. All insulation products shall be PBDE free per State of Oregon requirements. All accessories, such as adhesive, mastic cements, tape, and fabric cloths for fitting shall have the same component ratings as listed above. Materials must conform to the Uniform Mechanical Code, latest edition. Insulating characteristics shall meet OEESC, latest edition.

2.02 PIPE INSULATION

- A. Fiberglass: Preformed pipe insulation with a thermal conductance of 0.23 BTU per inch per square foot per deg. F. per hour at a mean temperature of 75F. White kraft and foil reinforced with glass fibers (all service jacket), self-sealing lap. Vapor barrier on cold pipes. JohnsManville Micro-Lok HP, Owens-Corning, or equal.
- B. Insulation Kit: Preformed, vinyl coated, white or beige insulation kit for exposed waste, cold water, and hot water piping. Insulation kit shall be able to be reinstalled after removal. Access to stop valve without removing insulation. Trap Wrap 500R, Truebro, or equal.

PART 3 - EXECUTION**3.01 SURFACE CONDITIONS**

- A. Inspection:
 - 1. Prior to all Work of this section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where installation may properly commence.
 - 2. Verify that the Work of this section may be installed in accordance with all pertinent codes and regulations and the approved Shop Drawings.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Architect.
 - 2. Do not proceed with installation in the areas of discrepancy until all such discrepancies have been fully resolved.

3.02 APPLICATION

- A. Pipe Insulation: Provide the following minimum insulation thickness or as required by Code.
 - 1. Potable cold water piping above grade - 1" fiberglass.
 - 2. Piping below handicap accessible fixtures - Insulation kit.

3.03 INSTALLATION

- A. General:
 - 1. Insulation shall be applied on clean, dry surfaces, after inspection and release for insulation.
 - 2. All insulation shall be continuous through wall and ceiling openings and sleeves.
 - 3. Insulate and cover all fittings, valve bodies, etc., as specified herein.
- B. Pipe Insulation:
 - 1. Fiberglass (cold surfaces) - All joints firmly butted together. Seal jacket lap joints on top or back so as to be least noticeable with vapor barrier adhesive. Vapor barrier must be applied with a continuous unbroken seal.
 - 2. Fiberglass Joints - Cover all fittings including mechanical groove type fittings with one-piece premolded PVC fittings and inserts which meet the composite fire and smoke hazard ratings as tested by procedure ASTM-E-84. Seal fittings on cold surfaces with vapor barrier retarder. Secure PVC fittings with tape.

3.04 CLOSING IN UNINSPECTED WORK

- A. Do not cover up or enclose work until it is complete and has passed all required inspections.
- B. Should any of the Work be covered up or enclosed prior to all required inspections and approvals, uncover the Work as required; and, after it has been completely inspected and approved, make all repairs and replacements with such materials as are necessary to the approval of the Architect and at no additional cost to the Owner.

3.05 CLEANING UP

- A. Prior to acceptance of the Work, thoroughly clean all exposed portions of the insulation installation, removing all labels and all traces of foreign substance. Remove all debris accumulated by this Work.

END OF SECTION

SECTION 22 1100**WATER DISTRIBUTION****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SHOP DRAWINGS

- A. Provide Shop Drawings for the following:
 - 1. Piping

PART 2 - PRODUCTS**2.01 PIPING**

- A. Domestic Water Pipe: Copper tube.

PART 3 - EXECUTION**3.01 SURFACE CONDITIONS**

- A. Prior to all Work of this section, carefully inspect the installed Work of all other trades affected by Work of this section and verify that all such Work is completed to the point where installation may properly commence. Verify that plumbing may be installed in strict accordance with all pertinent codes and regulations and approved Shop Drawings.
- B. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 PIPE AND FITTINGS

- A. Route piping in general locations indicated. Coordinate with other lighting, piping, ducts, conduits and equipment making necessary offsets. Install to conserve headroom and interfere as little as possible with use of available space. Group piping at common elevations wherever possible.
- B. Slope piping and arrange for drainage at low point.
- C. Provide clearance for proper installation of insulation and for access to other pipes, valves, and equipment as required.
- D. Install horizontal lines parallel with walls and partitions, vertical risers plumb and straight. Conceal piping above ceiling and within furring and walls unless otherwise indicated. Piping shall not be installed on the floor without prior approval.
- E. Install piping on warm side of building insulation.
- F. For noise reduction isolate piping with resilient mounts where piping passes through studs and

joists. Caulk pipe openings in floor and wall penetrations.

- G. Copper Tube: All joints shall be silver brazed, or 95-5 tin antimony solder. All joints below grade permitted only where necessary and only with silver brazed joints.

3.03 SHOCK ABSORBERS

- A. Water Hammer Arrestors: Locate water hammer arrestor in supply line as shown and in accordance with recommendations of Plumbing and Drainage Institute Standard PDI-WH201. Install ahead of all solenoid or quick closing valves. Determine size of arrestor by the fixture unit value of the fixtures supplies using PDI symbols to designate sizes:

1. Size A	1-11	Fixture Units
2. Size B	12-32	Fixture Units
3. Size C	33-60	Fixture Units

- B. All installations of water hammer arrestors shall be provided with means for access for repair or replacement without disturbing finished construction. Type, size, and exact location of access doors shall be coordinated with Architect prior to Work.

3.04 PIPE TEST

- A. Test and disinfect all piping per code requirements. Make all tests before pipes are concealed. Provide valves and temporary plugs or caps as needed to isolate sections of piping for testing.
- B. Domestic Water Piping:
1. Test hydrostatically at 125 psi. Remain under pressure for minimum of two hours with no leakage.
 2. Follow Oregon State Board of Health requirements for disinfection. Employ firm specializing in disinfection. Provide written certification at completion of Work to Owner and Architect.

3.05 CLOSING IN UNINSPECTED WORK

- A. Do not cover up or enclose work until it is complete and has passed all required inspections.
- B. Should any of the Work be covered up or enclosed prior to all required inspections and approvals, uncover the Work as required, make all repairs and replacement with such materials as are necessary to the approval of the Architect and at no additional cost to the Owner.

3.06 CLEANING UP

- A. Prior to acceptance of Work, thoroughly clean all exposed portions of the installation, removing all labels and all traces of foreign substances, using only a cleaning solution approved by the manufacturer of the plumbing item and being careful to avoid all damage to finished surfaces.

END OF SECTION

SECTION 22 1300**SANITARY WASTE****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SHOP DRAWINGS

- A. Provide Shop Drawings for the following equipment:
 1. Piping
 2. Plumbing Cleanouts

PART 2 - PRODUCTS**2.01 PIPING**

- A. Waste and vent within building: Cast iron soil pipe. Steel pipe with threaded cast iron drainage fittings may be used for vent piping above grade.

2.02 PLUMBING CLEANOUTS

- A. Plumbing cleanouts shall be installed in the drainage system where noted on Drawings or where specifically required by the governing plumbing code. Cleanouts to be full line size.
- B. Cleanout types as follows:
 1. Wall Cleanout: Taper thread, bronze countersunk plug. In frame construction, round stainless steel flush access cover with satin top. Coverplate secured with vandalproof screws. Josam Series No. 58700, J.R. Smith 4472-U, Wade, Zurn, or equal.
 2. Floor Cleanout, Finished Areas: Adjustable cast iron body, inside caulking connection with internal bronze cleanout plug. Scoriated satin nikaloy top, secured with vandalproof screw. Josam Series No. 56000, JR Smith 4023NB, or equal. Use square top in ceramic tile floors, Josam Series No. 56020, J.R. Smith 4043NB, Wade, Zurn or equal.

PART 3 - EXECUTION**3.01 SURFACE CONDITIONS**

- A. Prior to all Work of this section, carefully inspect the installed Work of all other trades affected by Work of this section and verify that all such Work is completed to the point where installation may properly commence. Verify that plumbing may be installed in strict accordance with all pertinent codes and regulations and approved Shop Drawings.
- B. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 PIPE AND FITTINGS

- A. Route piping in general locations indicated. Coordinate with other piping, ducts, conduits and equipment making necessary offsets. Install to conserve headroom and interfere as little as possible with use of available space. Group piping at common elevations wherever possible.
- B. Slope piping and arrange for drainage at low point.
- C. Provide clearance for proper installation and for access to other pipes, valves, and equipment as required.
- D. Install horizontal lines parallel with walls and partitions, vertical risers plumb and straight. Conceal piping above ceiling and within furring and walls unless otherwise indicated. Piping shall not be installed on the floor without prior approval.
- E. For noise reduction isolate piping with resilient mounts where piping passes through studs and joists. Caulk pipe openings in floor and wall penetrations.
- F. Waste Piping: Drainage piping sloped at 1/4" per foot unless otherwise noted on plans. Changes in size made with reducing and wye fittings.
- G. Vent Piping: Joints shall be no hub cast iron or screwed cast iron drainage fittings with maximum of 25% of threads showing. Install piping sloped at minimum of 1/2" per 10 feet. Hold exposed piping as near framing as possible, parallel and plumb to building lines.

3.03 PIPE TEST

- A. Test all piping per code requirements. Make all tests before pipes are concealed. Provide valves and temporary plugs or caps as needed to isolate sections of piping for testing.
- B. Building Drainage, Waste and Vent Piping: Test hydrostatically by filling piping system with water to the highest point. The water shall be kept in the system for at least 15 minutes before inspection starts. System shall be tight at all points.

3.04 CLOSING IN UNINSPECTED WORK

- A. Do not cover up or enclose work until it is complete and has passed all required inspections.
- B. Should any of the Work be covered up or enclosed prior to all required inspections and approvals, uncover the Work as required, make all repairs and replacement with such materials as are necessary to the approval of the Architect and at no additional cost to the Owner.

3.05 CLEANING UP

- A. Prior to acceptance of the Work, thoroughly clean all exposed portions of the installation, removing all labels and all traces of foreign substances, using only a cleaning solution approved by the manufacturer of the plumbing item and being careful to avoid all damage to finished surfaces.

END OF SECTION

SECTION 22 4200**PLUMBING FIXTURES****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SHOP DRAWINGS

- A. Provide Shop Drawings for the following equipment:
 - 1. Fixtures and Trim

PART 2 - PRODUCTS**2.01 FIXTURES AND TRIM**

- A. Furnish and install plumbing fixture traps, trims, escutcheons, hangers, supports, ledge rims, and accessories as listed. Manufacturer's name and number indicate typical quality and features of the fixture. Fixture trim and accessories shall be 'No-Lead' meeting the requirements of NFS/ANSI 61 and NSF/ANSI 372.
 - 1. Water Heater: Eemax, Rheem, Bradford White, or equal.
- B. Traps: Exposed traps which are readily accessible shall be not less than 17 gauge chromeplated brass tube, metal to metal ground joints. Standard brass of fixture, Dearborn Brass, Moen Commercial, or equal.
- C. Supplies and Stop Valves: All fixtures shall be fitted with chromeplated solid brass stops, replaceable neoprene seat, 3/8" tube riser, 1/2" brass nipple to wall, attached handle, escutcheon. Provide drop ear elbows and solid blocking as required for rigid installation. Brasscraft, American Standard, Kohler, Moen Commercial, or equal.
- D. Water Heaters: Water heaters shall meet the requirements of NAECA and shall include an adjustable thermostat.

PART 3 - EXECUTION**3.01 SURFACE CONDITIONS**

- A. Prior to all Work of this section, carefully inspect the installed Work of all other trades affected by Work of this section and verify that all such Work is completed to the point where installation may properly commence. Verify that plumbing may be installed in strict accordance with all pertinent codes and regulations and approved Shop Drawings.
- B. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 FIXTURES

- A. Fasten fixtures securely to supports and building structure. Fixtures shall be installed parallel and plumb to finish surfaces. All fixtures in contact with finished walls shall be caulked with waterproof, non-hardening, silicone sealant, color to match fixture.

3.03 CLOSING IN UNINSPECTED WORK

- A. Do not cover up or enclose work until it is complete and has passed all required inspections.
- B. Should any of the Work be covered up or enclosed prior to all required inspections and approvals, uncover the Work as required, make all repairs and replacement with such materials as are necessary to the approval of the Architect and at no additional cost to the Owner.

3.05 CLEANING UP

- A. Prior to acceptance of Work, thoroughly clean all exposed portions of the installation, removing all labels and all traces of foreign substances, using only a cleaning solution approved by the manufacturer of the plumbing item and being careful to avoid all damage to finished surfaces.

END OF SECTION

SECTION 26 01 60**MINOR ELECTRICAL DEMOLITION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Electrical demolition.

PART 2 - PRODUCTS**2.01 MATERIALS AND EQUIPMENT**

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

PART 3 - EXECUTION**3.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as shown on Drawings. Report discrepancies to Architect before proceeding with demolition work.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities. Report discrepancies to Architect before disturbing existing installation.

3.02 PREPARATION

- A. Verify that abandoned wiring and equipment serve only abandoned facilities. Report discrepancies to Architect before disturbing existing installation.
- B. Interrupt power only to make connections or switchovers.
 1. Obtain permission from Owner before scheduling partial or complete outages.
 2. Schedule each outage at least 24 hours in advance.
 3. Keep outages as short duration as possible and make temporary connections if required to maintain service to areas adjacent to work area.
 4. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations as required to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit.
- D. Disconnect abandoned outlets and remove devices. Provide blank cover for abandoned outlets where conduit system is not removed.
- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Maintain access to existing electrical installations which remain active.
 1. Modify installation or provide access panel as appropriate.

- H. Extend existing installations using materials and methods compatible with existing electrical installations.
- I. Check branch circuit wiring disturbed in execution of this Work which is to remain for continuity, overloads and grounds. Repair any deficiencies.
- J. Existing outlets indicated on drawings to be removed or to remain, are shown for general information only and do not indicate exact location or total number of outlets involved.
- K. All salvage materials shall remain property of Owner and shall be stored at location designated by Owner, unless otherwise noted by Architect.
- L. Prior to acceptance of the building, thoroughly clean exposed portions of the electrical installation, removing labels and traces of foreign substance, using only a cleaning solution approved by the manufacturer and being careful to avoid damage to finished surfaces.

END OF SECTION

SECTION 26 05 29
SUPPORTING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.02 COORDINATION

- A. Coordinate size, shape, and location of concrete pads with Division 3.

1.03 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Support Channel: Zinc plated.
- B. Hardware: Corrosion resistant.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Equipment Support From Building Structure:
 - 1. Precast insert system.
 - 2. Expansion anchors.
 - 3. Preset inserts.
 - 4. Beam clamps.
 - 5. Spring steel clips.
 - 6. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
 - 7. Do not use powder-actuated anchors.

3.02 SEISMIC REQUIREMENTS

- A. Equipment anchorage and supports:
 - 1. All equipment shall be securely anchored to the building and properly supported to resist the forces of a Seismic Zone 3 event at the site.
 - 2. Anchorage for equipment subject to thermal expansion shall be in accordance with recommendations of the manufacturer.
 - 3. Anchors and fasteners shall sized to resist shear and overturning moments caused by the anticipated seismic forces.

END OF SECTION

SECTION 26 05 31**SURFACE RACEWAYS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface raceways.
- B. Multi-outlet assemblies.

1.02 RELATED SECTIONS

- A. Section 26 27 26 - Wiring Devices: Receptacles.
- B. Section 27 30 00 - Telephone/Data Communication Network Wiring Systems.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 26 01 00.
- B. Include product data for surface metal raceways, surface non-metal raceway, multi-outlet assemblies, auxiliary gutters, and accessories.

PART 2 - PRODUCTS**2.01 ACCEPTABLE MANUFACTURERS - SURFACE RACEWAYS**

- A. Wiremold.
- B. Hubbell.
- C. Panduit.
- D. Mono Systems.
- E. Thomas and Betts.
- F. Substitutions: Under provisions of Section 260100.

2.02 SURFACE RACEWAY

- A. Surface Metal Raceway: Sheet metal channel with fitted cover, suitable for use as surface metal raceway. Basis of design: Wiremold – size as noted on drawings.
- B. Finish: Ivory where installed on finished walls, Gray where installed on concrete surface.
- C. Fittings: Entrance end fittings, radius inserts, couplings, elbows, and connectors designed for use with raceway system.
- D. Boxes and Extension Rings: Designed for use with raceway systems.

2.03 MULTI-OUTLET ASSEMBLY

- A. Multi-outlet Assembly: Sheet metal channel extruded aluminum channel, or plastic channel with fitted cover, receptacles and data outlets as scheduled, suitable for use as a multi-outlet assembly.

- B. Size: 4.75" x 1.75"
- C. Finish: Ivory where installed on finished walls, Gray where installed on concrete surface.
- D. Fittings: Couplings, elbows, entrance end fittings, radius inserts, and connectors designed for use with multi-outlet system.

PART 3 - EXECUTION

3.01 INSTALLATION - SURFACE RACEWAY, MULTI-OUTLET ASSEMBLY

- A. Routing of raceways and multi-outlet assemblies:
 - 1. In general route surface metal raceways at locations to minimize the architectural impact of the surface.
 - 2. Avoid installing surface raceway across open wall or ceilings.
 - 3. Install runs adjacent to architectural elements.
 - 4. Install vertical runs on walls adjacent to door/window frames, casework or adjacent to inside corners.
 - 5. Route horizontal runs on walls at top of base molding.
 - 6. Route on ceilings adjacent to walls where ever possible.
- B. Use flat-head screws to fasten channel to surfaces.
- C. Mount plumb and level.
- D. Use suitable insulating bushings and inserts at connections to outlets and corner fittings.
- E. Maintain grounding continuity between raceway components to provide a continuous grounding path.
- F. Fastener Option: Use clips and straps suitable for the purpose.
- G. Use of surface raceways restricted to areas where indicated on Drawings or where concealed wiring methods are impractical. Authorization of Architect/Engineer required for installation of surface raceway not indicated on Drawings.
- H. Provide quantity of branch circuits to multi-outlet assemblies as indicated on Drawings.

END OF SECTION

SECTION 26 27 26**WIRING DEVICES****Part 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Receptacles.
- C. Device plates and box covers.

1.02 RELATED SECTIONS

- A. Section 26 05 32 - Outlet, Pull and Junction Boxes.
- B. Section 26 05 53 - Electrical Identification.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 26 01 00.
- B. Provide product data showing configurations, finishes, dimensions, and manufacturer's instructions.

1.04 SUBSTITUTIONS

- A. Products specified herein are so specified to establish a minimum level of product quality as determined by the engineer. Except where indicated no substitutions are allowable, equivalent quality products may be submitted to the Architect for approval, under provisions of Section 26 01 00.

Part 2 - PRODUCTS**2.01 ACCEPTABLE MANUFACTURERS - WALL SWITCHES AND RECEPTACLES**

- A. Hubbell.
- B. Leviton.
- C. Arrow Hart..

2.02 WALL SWITCHES

- A. AC general use quiet type switch with toggle handle. Gray.
- B. 20 amp rating, 120-277 volts.
- C. Self-grounding type
- D. Hubbell 1221 Series.

2.03 RECEPTACLES

- A. Convenience and straight blade receptacles.
 - a. Isolated Ground Receptacles 125 volt, 20 amp, Hubbell IG 5362
 - b. Gray

2.04 ACCEPTABLE MANUFACTURERS WALL PLATES

- A. Hubbell.
- B. Leviton.
- C. P&S/LeGrand.
- D. Substitution: under provisions of Section 26 01 00.

2.05 WALL PLATES

- A. Decorative Cover Plate:
 - 1. Smooth stainless steel, 302 alloy with brushed finish.

Part 3 - EXECUTION**3.01 INSTALLATION**

- A. Switches:
 - 1. Wall switches 48 inches above floor to top of box.
 - 2. OFF position down, unless otherwise noted.
 - 3. Derate ganged dimmer switches as instructed by manufacturer.
 - 4. Dimmer switches shall not use common neutral.
- B. Receptacles:
 - 1. 18 inches above floor, unless otherwise noted.
 - 2. 6 inches above counters, unless otherwise noted.
 - 3. 3 inches above backsplash, unless otherwise noted.
 - 4. Grounding pole on bottom.
 - 5. Verify exact height and orientation of outlets with Architectural Details prior to rough-in.
 - 6. Provide 20 amp rated receptacles.
- C. Plates:
 - 1. Decorative plates on switch, receptacle, and blank outlets in finished areas.
 - 2. Install device and wall plates flush and level.
 - 3. Where outlets are adjacent to each other at same mounting heights, install under common device plate, except when outlets are of different voltages, such as telephone and duplex receptacle, unless otherwise noted.
- D. Communication Outlets:
 - 1. Provide mudring at each network faceplate and cable TV outlet locations.
 - 2. Stub $\frac{3}{4}$ " conduit with bushings at both ends from mudring location to accessible ceiling space.
 - 3. Provide new J ring supports at locations shown on drawings for communication wiring.

END OF SECTION

SECTION 26 50 00**LIGHT FIXTURES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Interior luminaires and accessories.
- B. Lamps.
- C. Ballasts.
- D. Relocated Light Fixtures

1.02 RELATED SECTIONS

- A. Section 262726- Wiring Devices.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 260100.
- B. Include outline drawings, lamp and ballast data, support points, weights, and accessory information for each luminaire type.
- C. Submit manufacturer's installation instructions under provisions of Section 260100.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 260100.
- B. Store and protect products under provisions of Section 260100.

1.05 JOB CONDITIONS

- A. Existing Conditions:
 - 1. Prior to ordering lighting fixtures, verify finish material in locations where lighting fixtures are mounted.
 - 2. Prior to ordering lighting fixtures, verify conditions for mounting lighting fixtures and select proper mounting hardware.

PART 2 - PRODUCTS**2.01 INTERIOR LUMINAIRES AND ACCESSORIES**

- A. See Luminaire Schedule.
- B. Lighting Fixture Construction:
 - 1. Light leaks not accepted. Fixture designed or gasketed to eliminate light leaks.
 - 2. Surface mounted fixture with surface conduit: Constructed with knockouts or collars to allow fixture mounting tight to ceiling. Fixtures not allowed to mount on surface boxes, unless otherwise noted.
 - 3. Parabolic louvers for fluorescent fixtures, and parabolic and elliptical reflectors for downlights shall have low iridescent finish.

PART 3 - EXECUTION**3.01 INSTALLATION**

- A. Install lamps in luminaires and lampholders.
- B. Fixture Support:
 - 1. Light fixtures mounted in or on suspended ceilings shall be positively attached to the suspended ceiling system.
 - 2. Support surface-mounted and pendant-mounted luminaires directly from building structure and attach to main runners of ceiling grid T structure.
 - 3. If structure is inaccessible in existing plasterboard ceiling installations, use toggle bolts at each fixture end.
 - 4. Fasten to T grid system using bolts, screws, rivets, or approved ceiling framing member clips.
 - 5. Support all pendant fixtures independently of outlet box from roof, floor, or ceiling structure above. Use approved hanger, lag screws, lag bolts, toggle bolts, or cinch anchors to support fixture plus 100 lbs at each support.
 - 6. Provide two #12 gauge steel wire seismic supports connected to structure for light fixtures less than 50 lbs. Seismic supports may be installed slack.
 - 7. Coordinate with other trades for additional framing or support, if required to properly install recessed, surface, and pendant mounted fixture in various ceiling suspension systems.

3.02 ADJUSTING AND CLEANING

- A. Clean lenses and diffusers at completion of work. Clean paint splatters, dirt, and debris from installed luminaires.
- B. Touch up luminaire finish at completion of work.

3.04 PREPARATION

- A. Field Measurements:
 - 1. Coordinate lighting fixture location in mechanical spaces with mechanical equipment. Report adverse conditions to Architect.
 - 2. Do not install any work until any discrepancies discovered have been resolved.
- B. Preparation of Surfaces:
 - 1. Clean field painted lighting fixture, prior to application of paint.
- C. Noisy Ballasts:
 - 1. Architect shall determine which ballasts are excessively noisy and to be replaced at no cost to owner.
 - 2. Check: Ballasts shall be tightly fastened to fixture and have no loose connections.

END OF SECTION

SECTION 27 30 00

COMMUNICATION RACEWAY SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

- A. Telephone raceway and outlet installation.
- B. Computer system raceway and outlet installation.
- C. Audio Visual System raceway system.
- D. Equipment and terminal backboards.

1.02 RELATED SECTIONS

- A. Section 090900 - Painting.
- B. Section 260530 - Conduit.
- C. Section 260532 - Outlet, Pull and Junction Boxes
- D. Section 260529 - Supporting Devices.
- E. Section 260553 - Identification.

1.03 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Section 260100.
- B. Accurately record location of outlets, cabinets, and backboards, and routing of conduits.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that surfaces are ready to receive work and field dimensions match drawings.
- B. Do not start work until conditions are acceptable.

3.02 INSTALLATION

- A. Paint equipment and termination backboards with two coats of durable white enamel under the provisions of Division 1.
- B. Support raceways, outlets, and equipment under the provisions of Section 26 05 29.
- C. Install equipment, termination backboards, and cabinets plumb, and attach securely to building wall at each corner.
- D. Rough in for telephone and computer outlets at locations indicated on Drawings.
- E. Size conduit per schedule below:

COMMUNICATION CONDUIT SIZE SCHEDULE

Number of Communication Outlets Served by Conduit	Conduit Size
1	3/4"
2	1"
4	1-1/4"
6	1-1/2"
10	2"

- F. Install conduit stubbed from each telephone and network outlet into accessible ceiling space where noted on Drawings.
- G. Install pull wire in each empty conduit.
- H. Mark all junction boxes with the appropriate legend.

END OF SECTION