

PROJECT MANUAL
PROJECT NO. 1420-02
SOU NO. ITB 2014-0605



**SOUTHERN OREGON UNIVERSITY, BRITT HALL
THIRD FLOOR CLASSROOM RENOVATION**
1250 Siskiyou Boulevard, Ashland OR 97520
JUNE 2014

OGDEN ROEMER WILKERSON ARCHITECTURE, AIA
2950 E. Barnett Rd.
Medford, OR 97504



**SECTION 000101
PROJECT TITLE PAGE**

1.01 PROJECT

Southern Oregon University, Britt Hall Third Floor Classroom Renovation
1250 Siskiyou Boulevard, Ashland OR 97520

2.01 OWNER

Southern Oregon University
1250 Siskiyou Boulevard
Ashland, OR 97520
(541) 552-6233 FAX: (541) 552-6235
Contact: Drew Gilliland, Director of Management & Planning
E-mail: Gilliland@sou.edu

3.01 ARCHITECT

ORW Architecture
2950 E. Barnett Road
Medford, OR 97504
(541) 779-5237 Fax: 772-8472
Contact: James C. Roemer, AIA
E-mail: Jim@orwarch.com

4.01 MECHANICAL/PLUMBING ENGINEER

All Engineering and drawings to be provided by the Contractor.

5.01 ELECTRICAL ENGINEER

All Engineering and drawings to be provided by the Contractor.

ISSUE DATE: JUNE 3RD, 2014

END OF PROJECT TITLE PAGE

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OGDEN ROEMER WILKERSON ARCHITECTURE PROJECT NO. 1420-02
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Seals Page

ORW Project No. 1420-02

PROJECT Southern Oregon University, Britt Hall Renovation
Ashland, OR

ARCHITECT

OGDEN ROEMER WILKERSON ARCHITECTURE, AIA
2950 E. Barnett Road
Medford, OR 97504
(541) 779-5237 Ext. 16 Fax: (541) 772-8472
Contact: Jim Roemer, AIA

SEAL

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 - 1. The original construction drawings. These documents will be available for bidders to perform their own review and use during bidding.
- B. Hazardous Material Survey: Bidders are made aware that a hazardous material survey has been performed in the building where the project is located. Bidders are to coordinate with the Owner for access and review of the survey.
- C. Hazardous Material Survey: Entitled Limited asbestos survey of Britt Hall Rooms 311, 314, 314 (A-G), dated May 8th, 2014, Project No: 14-072A.
 - 1. Owners hazardous materials consultant:
Coleman Creek Consulting, Inc, Phoenix, OR 97535, (541) 535-7108 or by fax at (541) 535-8795.
 - 2. This report has been included for information in Appendix B of this project manual.

1.02 QUALITY ASSURANCE

- A. Adjustment of Work: Readjust all work performed that does not meet technical or design requirements, but make no deviations from the Contract Documents without specific and written approval from the Architect.
- B. Reports, by their nature, cannot reveal all conditions that exist on the site. Should conditions be found to vary substantially from any report, changes in the design and construction of may be made, with resulting credits or expenditures to the contract sum accruing to the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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- A. The Owners procurement and contract documents to be executed are attached following this page.

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PART 3 EXECUTION (NOT USED)

END OF AGREEMENT

PART 1 GENERAL

OREGON UNIVERSITY SYSTEM

NOTICE OF RETAINER CONTRACT OPPORTUNITY PLUNKETT CENTER ROOF REPLACEMENT ITB#2014-0605

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 Southern Oregon University (“SOU” or “Owner”) is accepting sealed bids for a public improvement project at the **SOU Facilities Management & Planning Department, 351 Walker Avenue, Ashland, Oregon** on **June 24, 2014 until 4:00 PM**, (“Closing Date and Time”) for the **Britt Hall Third Floor Classroom Renovation** project located on the SOU campus, in Ashland, Oregon (“Project”). Bids may also be submitted via email as described in Section B-3 of the project manual.

The Project includes labor, equipment and materials necessary for renovations to the third floor of Britt Hall. Work includes selective demolition, rough carpentry, wood casework, doors and frames, hardware, windows, glazing, drywall, acoustical ceilings, floor coverings, painting and specialties. Mechanical and electrical work will be bidder design/build under the general contractor.

This project will be permitted by the City of Ashland through SOU’s Master Facility Permit Program. The selected contractor is required to coordinate all required inspections with the Ashland Building Department and deliver a Certificate of Occupancy to SOU upon completion of the Project. All permit and development fees charged by the City of Ashland will be paid directly by SOU. Bid security, performance and payment bonds are required for this project.

A **mandatory pre-bid conference** will be conducted on **Thursday June 12, 2014, 9:00AM** local time. Bidders shall meet with Owner’s Representative at the **Britt Hall 3rd Floor South Entry** for that purpose. The Britt Hall street address is 1170 Siskiyou Boulevard, Ashland, OR. 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 opened and publicly read aloud on **June 24, 2014 at 4:00 PM**, at the **SOU Facilities Management & Planning Department, 351 Walker Avenue, Ashland, Oregon** by the Owner’s representative or designee.

Bids will be received on a lump-sum basis for all of the work. **Bid packets may be obtained on the OUS Bid and Business Opportunities website (<http://secure.ous.edu/bid/>) or by contacting Jim McNamara at the SOU Facilities Office (Phone: 541-552-6888, Email: <mailto:mcnamaraj@sou.edu>).**

All bidders must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870 if the bid amount exceeds \$50,000. 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: Drew Gilliland
Director, SOU Facilities Management and Planning

PUBLICATIONS AND DATES:
OUS procurement website June 5, 2014

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, Bid Bond, 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 [7] 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 [7] 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.

9.2 At the time of opening and reading of Bids, each Bid received, irrespective of any irregularities or informalities, will be publicly opened and read aloud.

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 The Owner reserves the right to hold the Bid and any required Bid security, of the three lowest Bidders for a period of 30 calendar days from the time of Bid opening pending award of the Contract. Following award of the Contract, any Bid security furnished by the three lowest Bidders may be held 20 calendar days pending execution of the Contract. All other Bids will be rejected and Bid security returned.

10.5 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.

10.6 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 and request the return of any Bid security then held.

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.

Article 14. Security to Be Furnished by Each Bidder

14.1 Each Bid must be accompanied by either: 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid Bond described hereinafter, executed in favor of Owner, for an amount equal to 10 percent of the total Bid amount as a guarantee that if awarded the contract the Bidder will execute the contract and give a Performance Bond and Payment Bond as required.

14.2 The Contractor's check or Bid Bond will be retained until the Contractor has entered into a Contract and furnished a 100 percent Performance Bond and 100 percent Payment Bond.

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

Article 15. Execution of Bid Bond

15.1 Should the Bidder elect to utilize a Bid Bond as described in Article 14 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

15.1.1 Bid Bonds must be executed on OUS forms, which will be provided to all prospective Bidders by the Owner.

15.1.2 The Bid Bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.

15.1.3 In the case of a sole individual, the Bid Bond need only be executed as principal by the sole individual. In the case of a partnership, the Bid Bond must be executed by at least one of the partners. In the case of a corporation, the Bid Bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. This signature shall be attested by the secretary or assistant secretary of the corporation. The corporation seal should then be affixed to the Bid Bond. In the case of a limited liability company/corporation ("LLC"), the Bid Bond must be executed by stating the official name of the LLC under which is placed the signature of a member authorized to sign on behalf of the LLC.

15.1.4 The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

OREGON UNIVERSITY SYSTEM

STANDARD RETAINER CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: SOU Britt Hall 3rd Floor Classroom Renovation ITB #2014-0605

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

[Submission of Bids by email] Complete Bids (including all attachments) may be emailed and must be electronically received by the Closing Date and Time **June 24, 2014 at 4:00 p.m. Local Time.** The Bid must be emailed to: **Drew Gilliland** <mailto:soubid@sou.edu>. The email subject line must be “Bid for [Project Name].” Bidders submitting an electronic Bid will receive an automatic email reply. Bidders that do not receive an automatic reply *must* telephone and confirm electronic receipt of the complete emailed document(s) before the Closing Date and Time. Bids delayed or lost by email system filtering or failures may be considered at Owner’s sole discretion.

In addition to electronic submission, the original copy of the Bid must be postmarked no later than **June 25, 2014**. The envelope/package containing the Proposal must be clearly marked “**Bid for Britt Hall 3rd Floor Classroom Renovation.**”

Project Schedule:

Advertisement for Bids	June 5, 2014
Mandatory Pre-bid Conference	June 12, 2014, 9:00 a.m.
Deadline for Written Submittal of Questions/Requests for Clarifications	June 17, 2014, 4:00 p.m.
SOU to Issue Written Addendum in Response to Questions	June 18, 2014, 4:00 p.m.
Bid Deadline	June 24, 2014, 4:00 p.m.
Anticipated Notice of Intent to Award	June 25, 2014
Finalize Contract	June 27, 2014
Construction Schedule:	
Construction Start	July 7, 2014
Substantial Completion	August 29, 2014

**OREGON UNIVERSITY SYSTEM
STANDARD RETAINER CONTRACT**

BID BOND

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

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

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

_____ dollars.

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

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

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

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

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM
STANDARD RETAINER CONTRACT

BID FORM

OUS CAMPUS: **Southern Oregon University**

PROJECT: **Britt Hall 3rd Floor Classroom Renovation**

BID CLOSING DATE: **June 24, 2014**

BID OPENING: **June 24, 2014**

FROM: _____
Name of Contractor

TO: The State of Oregon, acting by and through the Oregon State Board of Higher Education,
on behalf of **Southern Oregon University** (“Owner”)
 1250 Siskiyou Boulevard
 Ashland, OR 97520

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. **BASE BID:**

_____ **Dollars** (\$ _____)

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

- Advertisement for Bids or Notice of Retainer Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- OUS Retainer Contract General Conditions

- Supplemental OUS Retainer Contract General Conditions
- Sample Retainer Contract Supplement
- Performance Bond and Payment Bond
- Plans and Specifications
- Drawings and Details
- Prevailing Wage Rates
- Payroll and Certified Statement Form
- **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 (Replace Exterior Doors/frames): ADD:\$ _____

ALTERNATE #2 (New Toilet Partitions & Mirrors): ADD: \$ _____

ALTERNATE #3 (Provide Suspended Lighting): ADD: \$ _____

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

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

13. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with the Board; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement Form, Performance Bond and Payment Bond, and, that if the Undersigned defaults in either executing the Agreement Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract Documents, then the Bid Security may become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Agreement Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

14. 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.

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

NAME OF FIRM _____

ADDRESS _____

FEDERAL TAX ID _____

TELEPHONE NO _____

FAX NO _____

SIGNATURE 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

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

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

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

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

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

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

Project Name: Britt Hall 3rd Floor Classroom Renovation ITB #2014-0603

Bid Closing - Date: June 24, 2014 Time: 4:00 PM

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
<p>Failure to submit this form by 6:00 p.m. on the day of the bid opening will result in a non-responsive bid.</p> <p>A non-responsive bid will not be considered for award.</p>		

Form submitted by (Bidders Name): _____

Contact Name: _____ Phone No.: _____

**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: _____

OREGON UNIVERSITY SYSTEM

SUPPLEMENTAL GENERAL CONDITIONS

To The

GENERAL CONDITIONS

FOR PUBLIC IMPROVEMENT CONTRACTS

Contract No. 2014-0605
Project Name: SOU Britt Hall 3rd Floor Classroom Renovation

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

SG-1. Section B.2.2 is modified as follows: Add the following:

"Should the Contractor request the assistance of Owner in the performance of any Work included in the Contract Documents, and should Owner, at its discretion, agree to provide such assistance, Owner may provide such assistance by using its own forces or by using another contractor. If Owner performs Work 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 performs the Work using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the Work performed, 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."

SG-2. Section B.4 is modified as follows: Revise to read:

“Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the 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. Owner shall obtain and pay for the general building permit and pay for any specialty permits required for the Work. 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. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.”

SG-3. Section E.2.9 is modified as follows: Add the following:

“Owner shall provide the Contractor with an electronic version of the desired reporting format at the time of execution of the Contract or GMP Amendment for the Contractor’s use in submittal of the report, which should be submitted both electronically and in hard copy.”

SG-4. Section F.2.4 is modified as follows: Add the following:

“Contractor shall verify that all mechanical or electrical equipment in the construction areas that may be affected by the Work is in working order and shall notify the Owner, in writing, of any equipment not in working order prior to the start of the Work. Start of Work will be considered as acknowledgement that all equipment is in good working order. Contractor shall be required to restore equipment to its original, or better, condition upon completion of the project.”

SG-5. Section G.3.4.1 is modified as follows: Replace the last two sentences of with the following:

"Combined single limit per occurrence shall not be less than \$5 million per occurrence, or the equivalent. Each annual aggregate limit shall not be less than \$5 million, when applicable. Should Contractor require Subcontractors to provide Commercial General Liability coverage for the benefit of Contractor, Contractor shall not require coverage in an amount exceeding \$2 million per occurrence, or the equivalent."

SG-6. Section G.3 is modified as follows: Add the following G.3.4.4:

“Professional Liability: Prior to the beginning of any work on Design Build Components, the Contractor shall provide to the Owner certificates of insurance for Commercial General Liability in an amount not less than \$1,000,000, including Product Liability and Completed Operations, from the manufacturers of Design Build components, unless such Design/Build components are “off-the-shelf” products purchased from a supplier. All such certificates shall be in compliance with the Owner’s contract requirements.

For those elements requiring design or calculations performed by a professional engineer, the Contractor shall obtain from the Engineer, if not an employee of Contractor, and provide to the Owner, similar certificates of Commercial General

Liability coverage. The Engineer shall also provide the Owner with proof of coverage for Professional Liability insurance covering any damages caused by any negligent error, omission, or any act for the project, its drawings and specifications, and all related work products of the Engineer. The policy may be either a practice based policy or a policy pertaining to the specific project. Professional Liability insurance to be provided shall have a combined single limit of not less than \$1,000,000.”

SG-7. Section H.2.1 is deleted and replaced with the following:

"Contractor shall provide, by or before the pre-construction conference, a detailed project Work schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5% of the monetary value of the project or 5% of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract shall be considered too detailed and shall not be accepted. Schedules lacking adequate detail, or unreasonably detailed, shall be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Contractor shall provide an updated, full project schedule with each payment request. In addition, twice monthly, the Contractor shall provide an updated three-week forward-looking schedule. 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. Use of the float shall be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Period but after Contractor's scheduled completion."

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 cope of litigation as provided in the settlement.
- D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one

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

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

Signed: _____
Dated: _____"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

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

H.2 SCHEDULE

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

SECTION 011000 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Southern Oregon University, Britt Hall Third Floor Classroom Renovation.
- B. Owner's Name: Southern Oregon University.
- C. Architect's Name: ORW Architecture.
- D. The Project consists of the alteration of: Approximately 7,500 SF of second floor auditorium space; demolition, replacement of lighting, mechanical distribution, flooring, ceilings, finishes, windows, and doors. The project has Design-Build requirements by the selected Contractor, including Mechanical and Electrical systems.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on A Guaranteed Maximum Price (GMP) or lump sum bid as described in the Owners procurement documents.

1.03 CONDITIONS OF THE CONTRACT

- A. The Conditions of the Contract and the General Requirements (Division 1) of these Specifications apply to the work described under each Section hereof. The Contractor shall instruct each subcontractor to incorporate those provisions in their bids.

1.04 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is shown on drawings.

1.05 WORK BY OWNER

- A. Owner will award a contract for supply and installation of Furnishings and Systems Furniture which will commence on date determined by Owner.
- B. Items noted OFOI (Owner Furnished, Owner Installed) will be supplied and installed by Owner after Substantial Completion. Contractor shall provide utility connections, rough-ins, backing and fasteners as noted or shown in drawings and specifications. Some items include:
 - 1. Movable cabinets.
 - 2. Small equipment.
 - 3. Electrical office equipment (Copiers, plotters, printers, faxes, etc.)
 - 4. Refridgerator.
 - 5. Microwave.
 - 6. Overhead projectors.
 - 7. Business Computers.

1.06 FUTURE WORK

- A. Project is designed for future office:
- B. Coordinate demolition and remodeling work in areas shown as "Future Work" to minimize conflicts with future construction work.

1.07 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.08 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:

1. Owner occupancy.
 2. Work by Others.
 3. Work by Owner.
- C. 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.
 3. Coordinate with SOU for space necessary for equipment access or storage of materials.
- D. Time Restrictions:
1. Limit conduct of especially noisy and malodorous exterior work to the hours of 7 am to 6 pm.
 2. Limit conduct of especially noisy interior work to the hours of 7 am to 6 pm.
- E. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the building is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

1.09 WORK SEQUENCE

- A. Contractor will provide construction sequence, or as provided in Division 00.
- B. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Division 00 - Owners Procurement and Contract documents

1.03 SCHEDULE OF VALUES

- A. Form to be used: AIA Form G703 .
- 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. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization, bonds, insurance, and supervision.
 - 1. Schedule of Values using a contractor supplied breakdown shall submit a draft and have the breakdown approved by the architect. Show reasonable, identifiable and measurable components of the work.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 as required.
- C. Comply with Owners Division 00 requirements.
- D. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- E. Forms filled out by hand will not be accepted.
- F. 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.
- G. Execute certification by signature of authorized officer.
- H. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- I. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- J. Submit two copies of each Application for Payment.
- K. Include the following with the application:
1. Transmittal letter as specified for Submittals in Section 013000.
 2. Construction progress schedule, revised and current as specified in Section 013000.
 3. Project record documents as specified in Section 017800, for review by Owner which will be returned to the Contractor.
 4. Substantiating Data:
 - a. Copies of invoices from each entity performing work or providing materials for the time period.
 - b. Description of materials stored off-site.
 - c. Proof of insurance covering one-hundred percent (100%) replacement cost of off-site stored materials.
- L. Payment for products stored off the project site.
1. When delay or added cost to Owner can be avoided by storing Products off Site Owner will make payment to Contractor for such Products provided Contractor shall:
 - a. Locate Storage Facilities within 20 mile of Project Site or within 50 miles of Architect's Office.
 - b. Make Storage Facilities available for Architect's observation.
 - c. Segregate and label Stored Products for specified Project.
 - d. Assume all risk for loss.
 - e. Assume responsibility for exceeding Product "shelf life."
 - f. Protect Stored Products and provide applicable Insurance against their damage, discoloration, and theft, listing the Owner and any Mortgagee as Additional Named Insureds.
 - g. Submit itemized Inventory and Schedule of Values for Stored Products together with Certificate of Insurance.

1.05 MODIFICATION PROCEDURES

- A. Form to be used: AIA G701 Change Order.
- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- C. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor on the architect's standard Instruction Bulletin (IB) form.
- D. Request for Information (RFI): Requests for information, clarifications, interpretations and changes which may or may not change the contract sum shall be made on a form acceptable to the Owner, Architect and Contractor.

- E. The Architect may issue a Request for Information (RFI) including a detailed description of 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 will prepare and submit estimate within three (3) days.
- F. Contractor may propose changes by submitting a Request for Information (RFI) to Architect, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 016000.
- G. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect.
- H. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Change Order.
- I. Construction Change Directive: Architect may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- K. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- L. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- M. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- N. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Comply with Owners Division 00 requirements.
- 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 closeout procedures specified in Section 017000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012300 ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of alternates.
- B. Procedures for pricing alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 002113 - Instructions to Bidders: Instructions for preparation of pricing for alternatives.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- C. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- D. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- E. Execute accepted alternates under the same conditions as other work of the Contract.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 01 (Additive) - Provide and amount of cost to add to the scope of Work replacing exterior doors and frames with welded hollow metal frames and doors matching existing:
 - 1. Base Bid Item: Section 099000 and Drawing number A3.1 & A11.1 including referenced drawings and details. Leave door and frames in place; Re-paint.
 - 2. Alternative Item: Section 081113 and Drawing number A3.1 & A11.1 including referenced drawings and details.
- B. Alternate No. 02 (Additive) - Provide and amount of cost to add to the scope of Work new toilet partitions and mirrors in the existing bathrooms:
 - 1. Base Bid Item: Section 099000 and Drawing number 2.1, 3.1 including referenced drawings and details. Leave partitions and mirrors in place; Re-paint walls.
 - 2. Alternative Item: Section 102113.19, 102800 and Drawing number 2.1, 3.1 including referenced drawings and details.
- C. Alternate No. 03 (Additive) - Provide and amount of cost to add to the scope of Work suspended lighting throughout the project:
 - 1. Base Bid Item: Provide Design-Build lighting using 2 x 4 foot Lithonia RT5 and Pendant fixture Ledalite 7704 series as shown on Reference Drawing number 1/A5.3 including referenced drawings and details.

2. Alternative Item: Provide Design-Build lighting using Pendant fixture Ledalite 7704 series in all locations, as shown on Reference Drawing number 2/A5.3 including referenced drawings and details.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 013000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Coordination
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Coordination drawings.
- G. Submittals for review, information, colors and project closeout.
- H. Submittal procedures.
- I. Special procedures

1.02 RELATED REQUIREMENTS

- A. Division 00 - Owners Procurement and Contract documents
- B. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 017800 - Closeout Submittals: Project record documents.

1.03 PROJECT COORDINATION

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for SOU staff access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation/information.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.

- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Contractor's Superintendent.
 - 5. Special Consultants.
 - 6. Major Subcontractors.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - a. Confirm substantial completion date, based on the notice to proceed date and accepted bid proposal.
 - 7. Submission of monthly estimated construction costs cash flow over duration of project.
 - 8. Scheduling and work sequencing.
 - 9. Scheduling activities of a Geotechnical Engineer.
 - 10. Miscellaneous administrative issues.
 - 11. Use of premises by Owner and Contractor.
 - 12. Owner's requirements and occupancy.
 - 13. Construction facilities and controls provided by Owner.
 - 14. Temporary utilities provided by Owner.
 - 15. Security and housekeeping procedures.
 - 16. Procedures for testing.
 - 17. Procedures for maintaining record documents.
 - 18. Requirements for start-up of equipment.
 - 19. Inspection and acceptance of equipment put into service during construction period.
- D. Where separate Site Mobilization Meetings are not scheduled, items on that agenda shall be discussed during the preconstruction meeting.
- E. Contractor to record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Contractor will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Special Consultants.
 - 5. Contractor's Superintendent.
 - 6. Major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy prior to completion.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.

5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- D. Contractor to record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Contractor shall schedule and administer meetings throughout progress of the Work at regular intervals, dates and location as confirmed by Contractor, Architect and Owner.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers when impacted by the current or impending work, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Review Construction Schedule. Identify items adversely affecting schedule and corrective measures needed to maintain Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes and/or RFI's on progress schedule and coordination.
 13. Other business relating to Work.
- E. General Contractor will Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 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. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.05 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.06 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 and for record documents purposes described in Section 017800 - CLOSEOUT SUBMITTALS.

3.07 SUBMITTALS FOR COLOR SELECTION:

- A. Contractor shall review specifications and drawings and coordinate submittal schedule for all products requiring color selection and or confirmation. All such submittals shall be forwarded to the Architect for review and coordination within 30 days after Notice to Proceed.
- B. Architect will not review submitted products until all submittals requiring color selection and or confirmation are received by the Architect. After complete submittal is received, the Architect shall be required to respond as set forth in SUBMITTAL PROCEDURES.
- C. This may include items in Divisions such as, but not limited to:
 - 1. 03 through 13.

3.08 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.

3.09 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.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review where electronic submittals are not possible:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: 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: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- C. 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.

3.11 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Transmit each submittal with approved form.
- C. Electronic Submission: Submit all items electronically in Adobe PDF format.
 - 1. Exception: Submittals are not allowed for - Scanning and transmittal of paint colors, grain patterns, decorative laminate, tile, items with tints or hues or any finish and color samples which may be inaccurately represented by a computer monitor.
 - 2. File Size: Electronic attachments to an email must total no more than 10 MB and must be submitted unzipped. For electronic attachments greater than 10 MB, send them in two or more parts by separate emails, denoting "1 of 2" and "2 of 2" in a case of two emails, in the subject lines after other required subject-line information.
 - 3. Transmittal directly by email requires the use of a 'Read Receipt'. Use of a 'Delivery Receipt' shall not be used on its own.
 - 4. The burden of proof that proposed substitution request has been received by the Architect is upon the proposer.
 - 5. Where electronic transmission is not possible or allowed, deliver to Architect at business address. Coordinate submission of related items.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- 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. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

3.12 SPECIAL PROCEDURES

- A. Other special procedures will be identified by the Owner at the mandatory pre-bid walk-through and during the pre-start meeting.
- B. Coordinate as required, during the Work with various Sections.
 - 1. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
 - 2. Employ original, skilled and experienced installer to perform alteration work.
 - 3. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
 - 4. Remove debris and abandoned items from area and from concealed spaces.
 - 5. Prepare surface and remove surface finishes to permit installation of new work and finishes.
 - 6. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
 - 7. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
 - 8. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
 - 9. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
 - 10. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.
 - 11. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect for review.
 - 12. Trim existing doors to clear new floor finish. Refinish trim to original condition.
 - 13. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
 - 14. Finish surfaces as specified in individual product sections.

END OF SECTION

**SECTION 013050
DESIGN-BUILD PROCEDURES AND REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of Design-Build components.
- B. Definitions.
- C. Permitting for Design-Build components,
- D. Design-Build submittals
- E. Procedures for design of the facility, based on the design criteria specified.

1.02 DESIGN-BUILD COMPONENTS:

- A. Include the following
 - 1. Division 22 - Plumbing.
 - 2. Division 23 - HVAC.
 - 3. Division 26 - Electrical.

1.03 RELATED REQUIREMENTS

- A. Appendix A - Lighting and Plumbing Fixtures: Fixture cut sheets to be used in Design-Build.
- B. Section 012000 - Price and Payment Procedures: Modifications procedures.

1.04 PRICE AND PAYMENT PROCEDURES

- A. See Section 012300 - Alternates, for work affecting this section.

1.05 DEFINITIONS

- A. Design-Build components are a portion of the Work that must be designed, engineered and constructed by the General Contractor. All Design-Build work must comply with regulations and provide complete operational systems that perform their intended use. Design-Build work requires that the General Contractor generate all information (Drawings, Specification, Etc.) that are required to obtain permits, schedule inspections, and coordinate all fees which are required.
- B. Permit Authority: The Authorities Having Jurisdiction over the Work for which permits or inspections are required.
- C. Proven-In-Use: Proven to comply by having actually been built to the same or very similar design with the same materials as proposed and functioning as specified.
- D. Proven-by-Mock-Up: Compliance reasonably predictable by having been tested in full-scale mock-up using the same materials and design as proposed and functioning as specified. Testing need not have been accomplished specifically for this project; when published listings of independent agencies include details of testing and results, citation of test by listing number is sufficient (submittal of all test details is not required).

1.06 PERFORMANCE REQUIREMENTS

- A. Comply with Regulations.
- B. Provide complete, operational systems that perform their intended use.
- C. Engineer Design-Build components for gravity, lateral and seismic loads.
 - 1. Provide services of a qualified engineer for Design-Build components as required by code.
- D. Engineer Design-Build components for mechanical, electrical or plumbing:
 - 1. Design requirements are outlined in the Specifications for the applicable division and on drawings.
 - 2. Provide services of a qualified engineer.
- E. Execute the design intent as indicated in Project Drawings and Specifications.

- F. Deferred Submittals required by Design-Build work shall be submitted by the General Contractor to the building department.
- G. Obtain Permits and inspections; Submit fees required by Permitting Authority to Owner.

1.07 OWNER'S RESPONSIBILITIES

- A. The Owner will not pay for progress delays, additional Work, additional products, restocking, or reworking required by Contractor's failure to coordinate Design-Build work with other Project work.

1.08 SUBMITTALS

- A. Preliminary Design: Submit to Architect drawings and product data that describe Contractor's design prior to performing engineering calculations and Shop Drawings.
 - 1. Architect will evaluate proposed design and comment on conformance with intent of Contract Documents.
 - 2. Preliminary review is for aesthetic and general function concerns and will not constitute approval of engineering;
 - 3. Purpose of this submittal is to avoid engineering and detailing an unacceptable proposal.
 - 4. Resubmissions: Clearly identified as such, with all changes made since the original submittal clearly marked.
- B. Engineer's qualifications.
- C. Product Data, Shop Drawings and Samples: Comply with requirements in Section 013000 for each product or component of Design-Build work. Product submittals are in addition to submittals for permit and design data.
- D. Permit Review: Submit Design-Build documents to Permit Authority for review and approval.
 - 1. When Permit Authority requires review by Architect or Architect's consultant, allow 14 days for Architect's review. Submit documents to Architect and pick-up documents when review is complete. Make corrections noted by Architect.
 - 2. Obtain permits prior to executing work component.
 - 3. Comply with Permit Authority requirements.
 - 4. Execute corrections to Design-Build work required by Permit Authority at no cost to Owner and prior to Substantial Completion.
 - a. Notify Architect of changes required by Permit Authority as soon as they are known.
 - 5. Include design criteria, design assumptions, structural calculations, fabrication and construction details, required clearances, and interface requirements.
 - a. Design-Build drawings are in addition to Shop Drawings.
 - 6. Affix Design Professional's seal for State License on Submittals as required by state.

1.09 QUALITY ASSURANCE

- A. Documentation: Comply with the following:
 - 1. Uniform Drawing System, NCS/UDS published by National Institute of Building Sciences.
 - 2. Minimum text size: 1/8 inch
 - 3. Legible when reduced to 11x17 size.
 - 4. Other requirements of Permit Authority.
- B. Design requirements specific to Design-Build components are indicated in Drawings and in Sections that specify the component.
- C. Engineer's Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.
- D. Pre-Submittal Meeting: Contractor shall meet with Architect, Consultant, and Design-Builder to discuss requirements of work-component, submittals, scheduling and sequencing.

1.10 SCHEDULING

- A. Schedule design process and submittals required for Design-Build components to fit within Construction Schedule.
- B. Allow adequate time for Permit Authority review. Contact Permit Authority for time estimate and coordination of schedule.
- C. If Architect's approval of Shop Drawings is required prior to application for permit, schedule and sequence Shop Drawing review prior to review of permit submittal. Allow time specified in Section 013000.

1.11 COORDINATION

- A. Coordinate and assume full responsibility for design, engineering, submittals, fabrication, transportation, and Installation of this work.

PART 2 PRODUCTS

2.01 DESIGN-BUILDER FURNISHED PRODUCTS

- A. In addition to requirements specified in other sections, provide products and elements that comply with the following.
- B. Where "no substitutions" is indicated, use only the product (or one of the products) specified.
- C. Elements Made Up of More Than One Product:
 - 1. Where an element is specified by performance criteria, use construction either proven-in-use or proven-by-mock-up, unless otherwise indicated.
 - a. The Design-Builder may choose whether to use elements proven-in-use or proven-by-mock-up, unless either option is indicated as specifically required.
 - b. Where test methods accompany performance requirements, use those test methods to test the mock-up.
 - 2. Where a type of product is specified, without performance criteria specifically applicable to the element, use the type of product specified.
 - 3. Where more than one type of product is specified, without performance criteria specifically applicable to the element, use one of the types of products specified.
 - 4. Where a type of product is specified, with applicable performance criteria, use either the type of product specified or another type of product that meets the performance criteria as proven-in-use or proven-by-mock-up.
 - 5. Where more than one type of product is specified, with applicable performance criteria, use either one of the types of products specified or another type of product that meets the performance criteria as proven-in-use or proven-by-mock-up.
 - 6. Where neither types of products nor performance criteria are specified, use products that will perform well within the specified life span of the building.
- D. Products:
 - 1. Where a product is specified only by a manufacturer name and model number/brand name, use only that model/brand product.
 - 2. Where the properties of a product are specified by description and/or with performance criteria, use products that comply with the description and/or performance criteria.
 - 3. Where manufacturers are listed for a particular product, use a product made by one of those manufacturers that also complies with other requirements.
- E. Reference Standards: Where products or workmanship is specified by reference to a document not included in the Contract Documents, comply with the requirements of the document, except where more stringent requirements are specified.
 - 1. Date of Issue: As indicated in each instance except where a specific date is established by code.

2. Copies on Site: Keep copies of referenced standards that prescribe installation or workmanship standards on site until completion.

PART 3 EXECUTION

3.01 DESIGN

- A. During Design Development, the design criteria and the design itself must be refined, finalized, and documented.
- B. Owner will appoint representatives of the following departments to review proposed solutions:
 1. Operations staff.
 2. Maintenance staff.
- C. Design Documentation: Record all design and performance criteria that will be of use during occupancy and operation of the project, including all items specified for maintenance manuals, below.
 1. Design Criteria Documentation Included in Construction Documents: Organized logically (from the point of view of operations staff) and placed in a prominent location in drawing sets.
 2. If desired, documentation may consist of annotated modifications to and amplification of the Conceptual Documents, with changes that affect Contract Times or Contract Price documented as required for modifications.
 3. If required, shop drawings may be used to accomplish design documentation.
 4. Owner will maintain the project program document, modified to reflect changes made during refinement of the design.
 5. Drawings: Prepared using software acceptable to the Owner, using Owner's specified drawing and layering conventions.
 6. Shop Drawings: Prepared using same CAD software.
 7. Drawings submitted in Adobe PDF format.
 8. Mock-Ups: Where necessary to clarify design intent and obtain approvals, construct full-scale mock-ups.

3.02 PROGRESS DOCUMENTATION

- A. Progress Schedule: As specified in the Conditions of the Contract.
 1. Submit updated schedule whenever adjustments that change the Contract Times or Milestones are approved.

END OF SECTION

SECTION 014000 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Mock-ups.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Division 00 - Owners Procurement and Contract documents
- B. Section 013000 - Administrative Requirements: Submittal procedures.
- C. Section 014216 - Definitions.
- D. Section 016000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date specified in the individual specification sections, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

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.
 - 1. Securement shall be in accordance with applicable codes.

3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Contractor and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 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.
- C. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Architect to assess defects and identify payment adjustments, are final.
- E. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

END OF SECTION

**SECTION 014216
DEFINITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. The following are defined, unless otherwise provided for in the Agreement, General or Supplementary Conditions.
- B. 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 Southern Oregon University, also known as the Oregon University System (OUS). The Owner authorized representatives are those designated by Southern Oregon University.
- C. Day: One 24 hour calendar day.
- D. Furnish: To supply, deliver, unload, and inspect for damage.
- E. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- F. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- G. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- H. Provide: To furnish and install.
- I. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Existing Tree Protection
- F. Security requirements.
- G. Vehicular access and parking.
- H. Waste removal facilities and services.
- I. Project identification sign.
- J. Smoking Area.
- K. Temporary Fire Protection.
- L. Elevator Restriction.

1.02 RELATED REQUIREMENTS

- A. Section 024100 - Demolition: Waste Removal.

1.03 TEMPORARY UTILITIES

- A. Existing facilities may be used.
- B. New permanent facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.
- D. Electrical
 - 1. The Owners electric power may be used during construction and be obtained from the Owner's electric system where adequate capacity and switching is available, and where the normal operation of any of the Owner's facilities will not be adversely affected. In such case, no charge will be made by the Owner for electric power.
 - 2. Provide flexible power cords as required for portable construction tools and equipment.
 - 3. Where use of the Owner's electric power system is not possible or is not allowed, the Contractor shall be responsible for obtaining a source of electric power for construction. Cost of electric power in this case shall be borne by the Contractor.
 - 4. Maintain Owners panels and meters for the duration of the Work and provide means of securing temporary power elements from weather and vandal damage.
 - 5. The temporary electric power installation shall meet the construction safety requirements of OSHA, the State, and other governing agencies.
 - 6. The contractor shall insure the protection of Owner and property. Any damage or injury caused by the contractor's actions shall be the responsibility of the contractor to repair or compensate the affected party
- E. Lighting
 - 1. Provide temporary lighting with local switching that provides adequate illumination for construction operations.
 - 2. Comply with Electrical Code and OR-OSHA regulations for temporary lighting.
 - 3. Provide and maintain lighting of sufficient luminescence for construction operations.
 - 4. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.

5. Provide breakage-protective devices around lighting fixtures.
6. Permanent building lighting may be utilized during construction. Contractor shall replace luminaries at Substantial Completion.

F. Heating

1. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
2. Prior to operation of permanent equipment for temporary heating purposes, obtain Architects approval, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts. If permanent equipment is used during construction, prior to Final Acceptance replace all filters and restore systems components to "like new" condition
3. Maintain minimum ambient temperature of 50 degrees F minimum in areas where construction is in progress, unless indicated otherwise in product sections.

G. Cooling - Not Required

H. Ventilation

1. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
2. Provide temporary fan units as required to maintain clean air for construction operations.

I. Water

1. The Owners water may be used during construction and be obtained from the Owner's water system, where the normal operation of any of the Owner's facilities will not be adversely affected.
2. The source for construction water is limited to accommodate a typical hose bib in capacity.
3. Subcontractors shall provide for their own distribution of water beyond these sources.

1.04 TELECOMMUNICATIONS SERVICES

A. Telecommunications services shall include:

1. Cell phone numbers for the:
 - a. Contractor's Project Manager
 - b. On-Site superintendent/foremen
 - c. Emergency off -hours contact phone number for Contractor.
2. Email: Account/address reserved for project use.
 - a. Emails from the General Contractor, the Client (or a source under the control of either) to Architectural consultants shall be copied to the Architect.
 - b. Emails from Architect, the Client (or a source under the control of either) to the General Contractors sub-contractors shall be copied to the General Contractor.
 - c. Submittals issued by email shall follow Section 013000

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide at the time of mobilization and maintain sanitary facilities and privacy enclosures until the date of Substantial Completion. Provide facilities approved for use at construction sites by OSHA and the Jackson County Health Department. Provide at time of project mobilization.
- B. Use of existing facilities located at SOU Campus is not permitted.
- C. Maintain daily in clean and sanitary condition.

1.06 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 barriers to prevent entry into Owners elevators during the course of the Project Work.
 - 1. Exceptions: Barrier shall allow Owner to access and use the elevators; Except by express written permission from the Owner.
- C. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.08 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.09 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 and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. STC rating of 35 in accordance with ASTM E90.
 - 2. Maximum flame spread rating of 75 in accordance with ASTM E84.
- C. Paint surfaces exposed to view from Owner-occupied areas.

1.10 EXISTING TREE PROTECTION

- A. Storage around Trees: No vehicles, equipment, building materials or debris storage of any kind shall be allowed within drip line of existing trees to remain.
- B. Disposal of Harmful Material: No liquid or chemical material shall be dumped on site or within drip line of existing trees to remain.
- C. Pruning of Trees: Do no pruning of trees immediately prior to, during, or immediately after construction impact. Perform only that pruning which is unavoidable due to conflicts with proposed development.
- D. Reparation of Trees: Any tree damaged by construction operations shall be repaired immediately in a manner acceptable to the Owner.

1.11 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.12 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. SOU will designate a small parking and staging area on east side of the project building for contractor use.

- C. Contractor may purchase vendor parking permits from the SOU parking Office to park in any SOU parking lot. Parking on adjacent City streets is available on a first come, first served basis.
- D. Coordinate access and haul routes with governing authorities and Owner.
- E. Provide and maintain access to fire hydrants, free of obstructions.
- F. Provide means of removing mud from vehicle wheels before entering streets.
- G. Designated existing on-site roads may be used for construction traffic.
- H. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.13 WASTE REMOVAL

- A. See Section 024100 - Demolition, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site weekly.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- F. Waste removal shall not be performed using the Owners elevator.

1.14 PROJECT IDENTIFICATION

- A. Erect ORW Architecture's banner on site, at location established by ORW Architecture.
- B. No other signs are allowed without Owner permission except those required by law.

1.15 TEMPORARY FIRE PROTECTION

- A. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
 - 1. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, and access routes for fighting fires.
 - 2. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

1.16 ELEVATOR RESTRICTION

- A. Do not use the building elevator. The existing hydraulic elevator is for OSU ADA access only.

1.17 SMOKING AREA

- A. Smoking is not permitted on the SOU campus.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

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TEMPORARY FACILITIES AND
CONTROLS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 016000 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 014000 - Quality Requirements: Product quality monitoring.
- B. Section 016003 - Substitution Request Form

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. 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.
- C. 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.
- D. 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.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made outside the United States, its territories, Canada, or Mexico.
 - 2. Made using or containing CFC's or HCFC's.
- C. Where all other criteria are met, Contractor shall give preference to products that:

1. Have longer documented life span under normal use.
 2. Result in less construction waste.
- D. Provide interchangeable components of the same manufacture for components being replaced.
- E. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

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.
1. Substitution Request Form: Proposals for substitution must use the form following this section, titled Section 016003.
- D. For all products where there is a design basis, or one product is listed in Conduction with other approved manufactures; Or where an unnamed manufacturer is substituted:
1. Any proposed systems from other manufacturers shall closely match the pattern(s) as specified.
 2. The architect will review the aesthetic component of a substitution requests and shall have final decision on product acceptance.
 3. Submit samples and receive written approval from the architect at least 10 days prior to bid date.

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 and place in location as directed; 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. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Beyond the period for acceptance, proposals for product substitution may be considered if a specified product becomes unavailable through no fault of Contractor, or if a proposed product provides significant advantages for the Project or significant cost saving for the Owner.
- D. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- E. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents; or show how proposed substitution either enhances the Work or is a cost savings to the Owner without compromise to the Work.
- F. 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.
 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- G. 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.
- H. Substitution Submittal Procedure during bidding:
1. Transmittal: Where possible, transmit all submittals electronically in Adobe PDF format. Submit one copy
 - a. Use form appended to the end of this section for substitutions.
 - b. Exception: Submittals are not allowed for - Scanning and transmittal of paint colors, grain patterns, decorative laminate, tile, items with tints or hues or any finish and color samples which may be inaccurately represented by a computer monitor.
 - c. File Size: Electronic attachments to an email must total no more than 10 MB and must be submitted unzipped. For electronic attachments greater than 10 MB, send them in two or more parts by separate emails, denoting "1 of 2" and "2 of 2" in a case of two emails, in the subject lines after other required subject-line information.
 - d. Transmittal directly by email requires the use of a 'Read Receipt'. Use of a 'Delivery Receipt' shall not be used on its own.
 - e. The burden of proof that proposed substitution request has been received by the Architect is upon the proposer.
 2. Where electronic transmission is not possible or allowed, deliver to Architect at business address. Coordinate submission of related items.
 - a. Submit 2 copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - b. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - c. The Architect will notify Contractor in writing of decision to accept or reject request.
 - 1) Direct response to requester will be given only during period prior to Bid close date and only by email or by use of requester-provided stamped envelope
 3. Owners Instruction to Bidders supercedes these instruction.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- 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. Store and protect products in accordance with manufacturers' instructions.

- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. 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 016003
SUBSTITUTION REQUEST FORM**

1.01 TO :

- A. Ogden Roemer Wilkerson Architecture, AIA
2950 E. Barnett Road
Medford, OR 97504
jim@orwarch.com (do not send color samples via email)

1.02 PROJECT:

- A. Southern Oregon University, Britt Hall Third Floor Classroom Renovation (ORW#1420-02)
1250 Siskiyou Boulevard, Ashland OR 97520

1.03 WE HEREBY SUBMIT FOR YOUR CONSIDERATION THE FOLLOWING PRODUCT INSTEAD OF THE SPECIFIED ITEM FOR THE ABOVE PROJECT:

- | Section | Paragraph | Specified Item |
|---------|------------------------------|----------------|
| A. | _____ | _____ |
| B. | Proposed Substitution: _____ | |

1.04 ATTACH COMPLETE TECHNICAL DATA, INCLUDING LABORATORY TESTS, IF APPLICABLE.

- A. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

1.05 FILL IN BLANKS BELOW:

- A. Does the substitution affect dimensions shown on Drawings? _____
- B. The Undersigned agrees to pay for changes to the building design, including engineering and detailing costs caused by the requested substitution. _____
- C. What affect does substitution have on other trades? _____
- D. Differences between proposed substitution and specified item? _____
- E. Manufacturer's guarantees of the proposed and specified items are:
[] Same [] Different (explain on attachment)

1.06 THE UNDERSIGNED STATES THAT THE FUNCTION, APPEARANCE, QUALITY AND BUILDING CODES COMPLIANCE ARE EQUIVALENT OR SUPERIOR TO THE SPECIFIED ITEM.

- | | |
|--|--|
| A. Submitted by: _____

(Signature above) | <u>For Use by Design Consultant:</u>
[] Accepted [] Accepted as Noted |
| B. Firm _____ | [] Not Accepted [] Received too Late |
| C. Date: _____ | By: _____ |
| D. Telephone (____) _____ | Remarks _____ |
| E. Fax (____) _____ | _____ |
| F. E-mail Address: _____ | _____ |

END OF SECTION

SECTION 017000 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching, including extending existing work, transitions, adjustments and repair of damages surfaces.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 013000 - Administrative Requirements: Submittals procedures.
- C. Section 014000 - Quality Requirements: Testing and inspection procedures.
- D. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 015000 - Temporary Facilities and Controls: Temporary interior partitions.
- F. Section 015100 - Temporary Utilities: Temporary heating, cooling, ventilating and other facilities
- G. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- H. Section 024119 - Selective Structure Demolition: Demolition of selected parts of structures, site utility demolition.
- I. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to work of the Section.
 - 2. Advance notification to other sections of openings required in work of those sections.
 - 3. Limitations on cutting structural members.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.

- d. Description of proposed work and products to be used.
- e. Alternatives to cutting and patching.
- f. Effect on work of Owner or separate Contractor.
- g. Written permission of affected separate Contractor.
- h. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition, Work shall be performed by by a company with a minimum of 5 years of experience.

1.06 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. 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.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Outdoors: Limit conduct of especially noisy exterior work to local ordinance and Owners procurement document requirements.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.
- E. Hazardous materials: See Section 024100 - Demolition, General procedures.

1.07 COORDINATION

- A. See Section 011000 for occupancy-related requirements.
- B. Coordinate alterations and renovations to expedite completion.
- C. 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.
- D. Notify affected utility companies and comply with their requirements.
- E. Schedule any utility interruptions of the Britt Hall building in advance with the SOU project manager. Provide minimum 48 hours advance notice for all utility interruption requests
- F. 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.
- G. 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.
- H. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- I. Coordinate completion and clean-up of work of separate sections.

- J. 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 016000.

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. Test materials to be used in repairs for compatibility with existing materials; do not use incompatible materials.
- B. Clean substrate surfaces prior to applying next material or substance.
- C. Seal cracks or openings of substrate prior to applying next material or substance.
- D. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- E. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of Project from damage.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at a predetermined location prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Promptly notify Architect of any discrepancies discovered.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Cutting and patching necessary for completing new work is to be accomplished by the trade or trades directly involved unless otherwise designated by the General Contractor. Each subcontractor is responsible for ascertaining the extent of demolition and patching required to perform his installations and determining with the General Contractor that work which will be allocated to him.
- B. 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.
 - 1. Where no specification section exists to match existing
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. 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.
 - 9. Uncover work to install ill-timed work.
- C. 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.
- D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- I. 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. If finish cannot be matched, refinish entire surface to nearest intersections.

4. 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.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 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 protection from elements for areas which may be exposed by uncovering work.
- E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- F. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- G. 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.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 230593.

3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Replace filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

- J. Clean Owner-occupied areas of work.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- 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. Accompany Project Coordinator on preliminary final inspection.
- G. Notify Architect when work is considered finally complete.
- H. Complete items of work determined by Architect's final inspection.

3.12 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 017800 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Owners Division 00 documents.
- B. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Include a copy of submittals in electronic PDF format on data disc of:
 - 1. Project Record Documents: Drawings.
 - 2. Operation and Maintenance Data.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - a. Revisions shall be 'to scale' of the original construction documents.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress, not less than weekly.
 - E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish main floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 - G. Submit documents to Architect with claim for final Application for Payment.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 024100 DEMOLITION

PART 1 GENERAL

1.01 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.02 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Coordinate the removal of the following with the drawings:
 - 1. Demolitions noted on the Design-Build Mechanical, Electrical and Plumbing demolition designs.
- B. Remove mechanical piping and equipment as depicted on mechanical demolition drawings. Verify exact locations and determine requirements for disconnecting, and capping where required.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Perform Work in accordance with the City of Ashland Ordinances.
 - 2. Comply with the requirements of the insurance carriers providing coverage for this work.
 - 3. Obtain required permits.
 - 4. Use of explosives is not permitted.
 - 5. 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.
 - 6. Provide, erect, and maintain temporary barriers and security devices.
- B. Do not begin removal until built elements to be salvaged or relocated have been removed.
- C. 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.
 - 1. Contractor shall not be responsible for removal of known asbestos containing materials as described in report.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies and SOU Facilities staff; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.

- D. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications):
Remove existing systems and equipment as indicated.
- E. Protect existing work to remain.

3.05 SALVAGE REQUIREMENTS

- A. Coordinate with Architect to identify building components and equipment required to be removed and delivered to Owner.
- B. Protect designated salvage items from demolition operations until items can be removed.
- C. Deliver salvaged items to Owner. Obtain signed receipt from Owner.
- D. Salvaged items damaged or destroyed in the process of salvage, or any salvaged not performed shall be compensated to the Owner, by one of the methods listed here, as approved by the Architect:
 - 1. Contractor shall replace items to Owner with an identical material in finish, quality and purpose of equal quantity.
 - 2. The Architect will issue a document in accordance with Section 012000 - Price and Payment Procedures, Modification Procedures, which will define the requirements

3.06 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable local, state and federal regulations.

END OF SECTION 024100

SECTION 061000 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide technical data on wood preservative materials and application instructions.
- B. Structural Composite Lumber: Submit manufacturer's published structural data including span tables, marked to indicate which sizes and grades are being used; if structural composite lumber is being substituted for dimension lumber or timbers, submit grading agency structural tables marked for comparison.

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.
 - 3. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: West Coast Lumber Inspection Bureau (WCLIB).
- B. Grading Agency: Western Wood Products Association (WWPA).
- C. Sizes: Nominal sizes as indicated on drawings, S4S.
- D. Moisture Content: S-dry or MC19.
- E. Stud Framing (2 by 2 through 2 by 6):
 - 1. Species: Douglas Fir-Larch.
 - 2. Grade: No. 2 and as indicated on drawings.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, Floor sleepers and Furring:
 - 1. Lumber: S4S, No. 3 or Utility Grade.

2.03 STRUCTURAL COMPOSITE LUMBER

- A. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.
 - 1. Beams: Use laminated veneer lumber, laminated strand lumber, or parallel strand lumber with manufacturer's published E (modulus of elasticity): 2,000,000 psi, minimum.
 - 2. Headers Not Longer Than 48 inches: Use lumber indicated on drawings.

2.04 CONSTRUCTION PANELS

- A. Underlayment, For resilient flooring at kitchenette: APA Underlayment A-C; plywood, Exposure 2, 1/4 inch thick. Fully sanded faces at resilient flooring.

2.05 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 to achieve full penetration of sheathing substrate.
3. Anchors: Expansion shield and lag bolt type for anchorage to solid masonry or concrete or Bolt or ballistic fastener for anchorages to steel .

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.

3.02 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Install structural members full length without splices unless otherwise specifically detailed.
- C. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.
- D. Install horizontal spanning members with crown edge up and not less than 1-1/2 inches of bearing at each end.

3.03 INSTALLATION OF CONSTRUCTION PANELS

END OF SECTION 061000

SECTION 064100
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.01 SUBMITTALS

- A. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
- B. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches square, illustrating proposed cabinet, countertop, and shelf unit substrate and finish.
- C. Samples: Submit actual sample items of proposed pulls, hinges, shelf standards, and locksets, demonstrating hardware design, quality, and finish.

1.02 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Single Source Responsibility: Provide and install this work from single fabricator.

2.02 CABINETS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI Architectural Woodwork Standards for Custom Grade.
- B. Plastic Laminate Faced Cabinets: Custom grade.
- C. Cabinets :
 - 1. Finish - Exposed Exterior Surfaces: Decorative laminate.
 - a. HPDL; Specific types as listed.
 - 2. Finish - Exposed Interior Surfaces: Decorative laminate.
 - a. HPDL; Specific types as listed.
 - 3. Finish - Semi-Exposed Surfaces Decorative laminate.
 - a. Back of doors & back of drawer faces: HPDL, CLS.
 - b. All other locations: LPDL.
 - 4. Finish - Concealed Surfaces: Manufacturer's option.
 - 5. Casework Construction Type: Type A - Frameless.
 - 6. Sub-top: Particleboard or MDF panel, 3/4 inch thick.
 - 7. Interface Style for Cabinet and Door: Style 1 - Overlay; flush overlay.
 - 8. Layout for Cabinet and Door Fronts: Flush panel.
 - a. Custom Grade: Doors, drawer fronts and false fronts wood grain to run and match vertically within each cabinet unit.
 - 9. Cabinet Design Series: As indicated on the Drawings.
 - 10. Adjustable Shelf Loading: 50 lbs. per sq. ft.
 - a. Deflection: L/144.
 - 11. Cabinet Style: Flush overlay.
 - a. Filler Panels flush with doors and drawer fronts.
 - 12. Cabinet Doors and Drawer Fronts: Flush style.
 - 13. Drawer Side Construction: Manufacturer's option.
 - 14. Drawer Construction Technique: As recommended by fabricator.
 - 15. Baseboards/Toe Kicks: Same as cabinets, except:
 - a. Wet areas/laboratory use: Wood materials within 2 inch of the finish floor to be constructed of solid lumber, exterior plywood, or exterior particleboard.

2.03 SPECIALTY LAMINATE ITEMS

- A. Gates:
 - 1. Surface Materials: Same as cabinets.
 - 2. Material Components: Plywood, skinned each face side with minimum 1/8 inch Grade AA plywood.
 - 3. Hardware:
 - a. Spring butts:
 - 1) Spring butts: Surface Spring Pivot hinge; Finish: To be selected by Architect.
 - 2) Manufacturer: Bommer Industries: www.bommer.com
 - 4. Exposed Edge Treatment: Square, substrate built up to minimum 1 inch thick;
 - a. Edgebanding: Plastic Edge Banding; All sides.

2.04 WOOD-BASED COMPONENTS

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

2.05 SHEET MATERIALS

- A. Particleboard for Supporting Substrate: Industrial Grade surpassing ANSI A208.1 Grade M-2 or better, 45 pcf minimum density; minimum 3/4 inch thick; join lengths using metal splines.
 - 1. Use moisture resistant particle board:
 - a. Use MR 10: For countertops with sinks.
- B. Medium Density Fiberboard with LPDL facing: Industrial Grade surpassing ANSI A208.2, 46 pcf minimum density; minimum 1/4 inch thick.
 - 1. Manufacturers:
 - a. Georgia Pacific, Roseburg or Pickering melamine coated MDF panels.

2.06 LAMINATE MATERIALS

- A. Low pressure Decorative Laminate (LPDL): NEMA LD 3, types as recommended for specific applications.
 - 1. Thermally Fused Melamine (TFM).
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications.
- C. Provide specific types as follows:
 - 1. Post-Formed Horizontal Surfaces: HGP, 0.039 inch nominal thickness, colors as scheduled, textured, low gloss finish.
 - 2. Post-Formed Vertical Surfaces: VGP, 0.028 inch nominal thickness, colors as scheduled, textured, low gloss finish.
 - 3. Cabinet Liner: CLS, 0.020 inch nominal thickness, colors as scheduled, textured, low gloss finish.
 - 4. Laminate Backer: BKL, 0.020 inch nominal thickness, undecorated; for application to concealed backside of panels faced with high pressure decorative laminate.

2.07 COUNTERTOPS

- A. See Section 123600 - Countertops

2.08 ACCESSORIES

- A. Adhesive: Type recommended by WI to suit application.
- B. Plastic Edge Banding: Extruded PVC, flat shaped; smooth finish; applied with a hot melt glue edgebander; of width to match component thickness.
 - 1. Color: As selected by Architect from manufacturer's standard range.
 - 2. Thickness:
 - a. Cabinet boxes and door; Drawers, shelves and sub-tops: 0.039 inch
 - b. Gate: 0.118 inch

- 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.

2.09 HARDWARE

- A. Hardware: BHMA A156.9, types as indicated for quality grade specified.
- B. Adjustable Shelf Supports: Standard side-mounted system using surface mounted metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch spacing adjustments.
- C. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers.
- D. Drawer Slides:
 - 1. Type: Full extension.
 - 2. Static Load Capacity: As scheduled.
 - 3. Mounting: Side mounted.
- E. Hinges: European style concealed self-closing type, steel with polished finish.
- F. Rubber Bumpers: Provide for all drawers.
- G. Desk brackets:
 - 1. Product: Steel Work Station Brackets manufactured by A & M Hardware, Inc..

2.10 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. Sub-top: Provide on all casework base cabinets
 - 1. Exception: At base cabinets with sinks or plumbing fixtures requiring removal of the majority of the countertop, the sub-top may be replaced with full length 3-1/2 inch (minimum) wide stretchers, made from sub-top material, at front and back of the cabinet. Stretchers may run front to back at sinks.
- D. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
 - 1. Provide completely closed top for all wall cabinets and scribe spaces
- E. 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. Locate counter butt joints minimum 2 feet from sink cut-outs.
 - 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.
- F. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- B. Use concealed joint fasteners to align and secure adjoining cabinet units.

END OF SECTION 064100

SECTION 079005 JOINT SEALERS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- B. Samples: Submit two samples, 0.5 x 8 inch in size illustrating sealant colors for selection.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Type S-01 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
 - 1. Color: To be selected by Architect from manufacturer's full range.
- B. Type S-03 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: To be selected by Architect from manufacturer's full range.
- C. Type S-04 - Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.
- D. Type S-05 - Acoustical Sealant for Concealed Locations:
- E. Type S-08 - Acrylic Emulsion Latex: ASTM C834, single component, non-staining, non-bleeding, non-sagging.
 - 1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 - 2. Movement Capability: 2 to 5 percent.
 - 3. Grade: ASTM C834 Grade minus 18 degrees C
- F. Type S-09 - Butyl Sealant: ASTM C1311; single component, solvent release, non-skinning, non-sagging.
 - 1. Color: To be selected by Architect from manufacturer's standard range.
 - 2. Movement Capability: Plus and minus 12-1/2 percent.
 - 3. Service Temperature Range: -13 to 180 degrees F.
- G. Type S-13 - Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A, G, M, O; single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Movement Capability: Plus and minus 25 percent.
 - 3. Service Temperature Range: -65 to 180 degrees F.

2.02 ACCESSORIES

- A. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- B. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 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. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Tool joints concave.

- E. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

END OF SECTION 079005

**SECTION 081113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Steel frames for wood doors.
- B. Thermally insulated steel doors.
- C. Steel glazing frames.

1.02 RELATED REQUIREMENTS

- A. Section 081416 - Wood Doors.
- B. Section 087100 - Door Hardware.
- C. Section 088000 - Glazing: Glass for doors and borrowed lites.
- D. Section 099000 - Painting and Coating: Field painting.

1.03 PRICE AND PAYMENT PROCEDURES

- A. See Section 012300 - Alternates, for work affecting this section.

1.04 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2011).
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- E. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2011.
- F. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames; 2006.
- G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Samples: Submit two samples of metal, 2 x 2 inches in size showing factory finishes, colors, and surface texture.
- E. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- F. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.06 QUALITY ASSURANCE

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

- B. Maintain at the project site a copy of all reference standards dealing with installation.
- C. It is the intent of this specification to provide a general guideline for quality, function, and design of the Steel Doors and Frames. It is specific responsibility of Steel Doors and Frames Supplier to furnish products which are fully functional, in full compliance with State and Local Building Codes, and Handicap Codes. Any supplier bidding on this section of work will notify the Architect prior to bidding of discrepancies or will be assumed to have included correct material to make this compliance.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

1.08 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate Work with door opening construction, door frame and door hardware installation.

1.09 WARRANTY

- A. Provide five 5 year manufacturers warranty under provisions of Section 017000.
- B. Doors shall be guaranteed in writing to be of good material and workmanship and to be free from defects at the time of installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Assa Abloy Ceco, Curries, or Fleming; Product matching Steelcraft 'L-Series': www.assaabloydss.com.
 - 2. De La Fontaine Inc; Hollow Metal Frame ____ Profile: www.delafontaine.com.
 - 3. Windsor Republic Doors; Product matching Steelcraft 'L-Series': www.republicdoor.com.
 - 4. Steelcraft, an Allegion brand; Product L series: www.allegion.com/us.
 - 5. Technical Glass Products; SteelBuilt Window & Door Systems: www.tgpamerica.com.
 - 6. Substitutions: See Section 016000 - Product Requirements.

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 - 1. Accessibility: Comply with ANSI/ICC A117.1.
 - 2. Door Top Closures: Flush with top of faces and edges.
 - 3. Door Edge Profile: Beveled on both edges.
 - 4. Door Texture: Smooth faces.
 - 5. Glazed Lights: Non-removable stops on secure side; sizes and configurations as indicated on drawings.
 - 6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
 - 7. Galvanizing for Units in Wet Areas: All components hot-dipped zinc-iron alloy-coated (galvannealed), A40/ZF120.
 - 8. Finish: Factory primed, for field finishing.
 - 9. Hinge reinforcements shall be 8-gauge for 1-3/4" doors. Lock reinforcements shall be 16-gage and closer reinforcements 14-gage box minimum 20" long. Hinge and lock reinforcements shall be projection welded to the edge of the door. Galvanized doors shall have galvanized hardware reinforcements. Adequate reinforcements shall be provided for other hardware as required. All doors shall have a high frequency hinge reinforcement at the top hinge.

- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 STEEL DOORS

- A. Exterior Doors :
1. Grade: ANSI A250.8 Level 3, physical performance Level A, Model 2, seamless.
 2. Core: Polystyrene foam.
 3. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
 4. Insulating Value: Minimum U-value of 0.70, when tested in accordance with ASTM C1363.
 5. Weatherstripping: Integral, recessed into door edge or frame.
 6. Provide high frequency hinge reinforcements.
 7. Minimum STC Factor: 34.

2.04 STEEL FRAMES

- A. General:
1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 Level 3 Doors: 14 gauge frames.
 - b. Frames for Wood Doors: Comply with frame requirements specified in ANSI A250.8 Level 3 Doors: 14 gauge frames
 2. Finish: Factory primed, for field finishing.
 3. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
 4. Frames shall be supplied with factory installed inserted type rubber bumpers, (3) per strike jamb and (2) per head, for pair of doors. Stick on bumpers shall not be permitted.
 5. Frames for 1-3/4" doors shall have 8-gage steel hinge reinforcements. Strike reinforcements shall be 16-gage and prepared for an ANS-A115, 1-2 strike.
 6. Reinforcements for surface closer shall be 14-gage steel. Adequate reinforcements shall be provided for other hardware when required.
- B. Exterior Door Frames: Fully welded.
1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
 2. Weatherstripping: Separate, see Section 087100.
 - a. Configure exterior doors to receive recessed weatherstripping.
- C. Interior Door Frames, Non-Fire-Rated: Fully welded type.
- D. Mullions for Pairs of Doors: Removable type, except where fixed is indicated, of profile similar to jambs.
- E. Frames for Interior Glazing or Borrowed Lights: Construction and face dimensions to match door frames, and as indicated on drawings.
- F. Transom Bars: Fixed, of profile same as jamb and head.

2.05 ACCESSORY MATERIALS

- A. Glazing: As specified in Section 088000, factory installed.
- B. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- C. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, baked on.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

3.02 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. Coordinate frame anchor placement with wall construction.
- C. Coordinate installation of hardware.
- D. Coordinate installation of glazing.
- E. Coordinate installation of electrical connections to electrical hardware items.

3.03 TOLERANCES

- A. Clearances Between Door and Frame: As specified in ANSI A250.8.
- B. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

3.04 ADJUSTING

- A. Adjust for smooth and balanced door movement.
- B. Adjust sound control doors so that seals are fully engaged when door is closed.

3.05 SCHEDULE - SEE DRAWINGS

END OF SECTION

SECTION 081416 FLUSH WOOD DOORS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- B. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- C. Samples: Submit two samples of door construction, 6 x 6 inch in size cut from top corner of door.
- D. Samples: Submit two samples of door veneer, 6 x 6 inch in size illustrating wood grain, stain color, and sheen.

1.02 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
 - 1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.

1.03 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. VT Industries, Inc: www.vtindustries.com.
 - 2. Substitutions: See Section 016000 - Product Requirements.

2.02 DOORS

- A. All Doors: See drawings for locations and additional requirements.
 - 1. Quality Level: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI Architectural Woodwork Standards.
 - 2. Wood Veneer Faced Doors: 5-ply or 7-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
 - 1. Provide solid core doors .
 - 2. Maple veneer facing with factory transparent finish .

2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated above.

2.04 DOOR FACINGS

- A. Wood Veneer Facing for Transparent Finish: Species as specified above, veneer grade as specified above, plain sliced, book veneer match, running assembly match; unless otherwise indicated.
 - 1. Vertical Edges: Any option allowed by quality standard for grade.
 - 2. Pairs: Pair match each pair; set match pairs within 10 feet of each other when doors are closed.
- B. Facing Adhesive: Type I - waterproof.

2.05 ACCESSORIES

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

2.06 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.

2.07 FACTORY FINISHING - WOOD VENEER DOORS

- 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 - 11, Polyurethane, Catalyzed. (also see WDMA: TR-6)
 - b. Color: Savanna finish, SA07 as listed by VT Industries.
 - c. Sheen: Flat.
- B. Factory finish doors in accordance with approved sample.
- C. Seal door top edge with color sealer to match door facing.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
 - 1. Install fire-rated doors in accordance with NFPA 80 requirements.
- B. Coordinate installation of doors with installation of frames and hardware.

END OF SECTION 081416

SECTION 084313 ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, internal drainage details .
- B. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work, expansion and contraction joint location and details, and field welding required.
- C. Design Data: Provide framing member structural and physical characteristics, engineering calculations, dimensional limitations.

1.02 WARRANTY

- A. Correct defective Work within a five year period after Date of Substantial Completion.
- B. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- C. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 BASIS OF DESIGN -- FRAMING FOR INSULATING GLAZING

- A. Front-Set Style, Thermally-Broken:
 - 1. Basis of Design: Kawneer North America; Trifab 451T.
 - 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.

2.02 STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 - 1. Glazing Rabbet: For 1 inch insulating glazing.
 - 2. Finish: Class I color anodized.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - b. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
 - 3. Finish Color: Dark bronzeBronze; Shade to be selected by Architect.
 - 4. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 - 5. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 - 6. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
- B. Performance Requirements:
 - 1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
 - 2. Water Penetration Resistance: No uncontrolled water on interior face, when tested in accordance with ASTM E331 at pressure differential of 8.00 lbf/sq ft.

3. Air Leakage: Maximum of 0.06 cu ft/min/sq ft of wall area, when tested in accordance with ASTM E283 at 6.27 pounds per square foot pressure differential across assembly.
4. Condensation Resistance Factor of Framing: 70, minimum, measured in accordance with AAMA 1503.
5. Overall U-value Including Glazing: 0.47 Btu/(hr sq ft deg F), maximum.

2.03 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
 1. Glazing stops: Flush.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.

2.05 FINISHES

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.

END OF SECTION 084313

SECTION 087100 DOOR HARDWARE

PART 1 GENERAL

1.01 PRICE AND PAYMENT PROCEDURES

- A. See Section 012300 - Alternates, for work affecting this section.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- B. Convey Owner's keying requirements to manufacturers.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- B. Samples: Prior to preparation of hardware schedule:
 - 1. Submit 1 sample of hinge, latchset, lockset, and closer illustrating style, color, and finish.
- C. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents. Identify electrically operated items and include power requirements.
- D. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.04 QUALITY ASSURANCE

- A. Hardware Supplier Personnel: Employ a qualified person to assist in the work of this section.

1.05 WARRANTY

- A. Provide five year warranty for door closers.

PART 2 PRODUCTS

2.01 DOOR HARDWARE - GENERAL

- A. Provide all hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide products that comply with the following:
 - 1. Applicable provisions of federal, state, and local codes.
- C. Finishes: All door hardware the same finish unless otherwise indicated.
 - 1. Finish: SOU standard brushed stainless finish.
 - 2. Finish Definitions: BHMA A156.18.
 - 3. Exceptions:
 - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.

2.02 HINGES

- A. Hinges: Provide hinges on every swinging door.
 - 1. Provide hinges in the quantities indicated.
 - 2. Provide non-removable pins on exterior outswinging doors.
 - 3. Where electrified hardware is mounted in door leaf, provide a dedicated power transfer.
- B. Quantity of Hinges Per Door:
 - 1. Doors From 60 inches High up to 90 inches High: Three hinges.

2.03 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.

1. Hardware Sets indicate locking functions required for each door.
 2. If no hardware set is indicated for a swinging door provide an office lockset.
 3. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 4. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
- C. Keying by Owner:
1. Keying will be for construction purposes only.
 2. GC will provide construction keys and/or Change Core keys to Owner on project completion.
 3. Owner to be responsible for keying of Owners Medico cylinder cores.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

2.04 CYLINDRICAL LOCKSETS

- A. For ease of maintenance, it is mandatory that all cylindrical lock cylinders be furnished so cylinders can be removed without removing lock from door.

2.05 EXIT DEVICES

- A. Exit Devices: As scheduled.

2.06 CLOSERS

- A. Closers: Complying with BHMA A156.4.
1. Provide a door closer on every exterior door.
 2. Provide a door closer on every fire- and smoke-rated door. Spring hinges are not an acceptable self-closing device unless specifically so indicated.
 3. On pairs of swinging doors, if an overlapping astragal is present, provide coordinator to ensure the leaves close in proper order.
 4. At corridors, locate door-mounted closer on room side of door.
 5. At outswinging exterior doors, mount closer in inside of door.

2.07 DOOR SILENCERS

- A. Three silencers for single doors, four for pairs of doors.
- B. Omit at doors with weatherstripping or draftseal.

2.08 STOPS AND HOLDERS

- A. Stops: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
1. Provide wall stops, unless otherwise indicated.
 2. If wall stops are not practical, due to configuration of room or furnishings, provide overhead stop.
 3. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.

2.09 GASKETING AND THRESHOLDS

- A. Gaskets: Complying with BHMA A156.22.
1. On each door in smoke partition, provide smoke gaskets; top, sides, and meeting stile of pairs. If fire/smoke partitions are not indicated on drawings, provide smoke gaskets on each door identified as a "smoke door" and 20-minute rated fire doors.
 2. On each exterior door, provide weatherstripping gaskets, unless otherwise indicated; top, sides, and meeting stiles of pairs.

- a. Where exterior door is also required to have fire or smoke rating, provide gaskets functioning as both smoke and weather seals.
 3. On each exterior door, provide door bottom sweep, unless otherwise indicated.
- B. Thresholds:
1. At each exterior door, provide a threshold unless otherwise indicated.

2.10 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Protection Plates:
1. Kickplate: Provide on push side of every door with closer, except storefront and all-glass doors.
- B. Drip Guard: Provide projecting drip guard over all exterior doors unless they are under a projecting roof or canopy.
- C. Latchguard: Conceals all fasteners on the secure side of the door to give maximum security, straddles the frame and door edge providing a complete covering over the 1/8" ~ 1/4" space.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Do not install surface mounted items until finishes applied to substrate are complete.

3.02 ADJUSTING

- A. Adjust hardware for smooth operation.

3.03 SCHEDULE - HARDWARE SCHEDULE INDICATED ON DRAWINGS.

END OF SECTION 087100

DOOR HARDWARE

087100 - 4

1420-02 / Southern Oregon University,
Britt Hall Third Floor Classroom
Renovation

SECTION 088000 GLAZING

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- B. Samples: Submit two samples 12 x 12 inch in size of glass units.

1.02 QUALITY ASSURANCE

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

1.03 WARRANTY

- A. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

PART 2 PRODUCTS

2.01 GLAZING TYPES

- A. Type IG-1 - Sealed Insulating Glass Units: Vision glazing, low-E.
 - 1. Application(s): All exterior glazing unless otherwise indicated.
 - 2. Between-lite space filled with argon.
 - 3. Thermal Resistance (U-Value): 0.30, maximum.
 - 4. Outboard Lite: Annealed float glass, 1/8 inch thick, minimum.
 - a. Tint and Coating: Clear with Low-E 366 on #3 surface.
 - 5. Inboard Lite: Annealed float glass, 1/8 inch thick.
 - a. Tint: None (clear).
 - 6. Total Thickness: 1 inch.
- B. Type IG-3 - Sealed Insulating Glass Units: Safety glazing:
 - 1. Type: Same as other vision glazing except use fully tempered float glass for inboard lite.
- C. Type S-1 - Single Vision Glazing:
 - 1. Applications: All interior glazing unless otherwise indicated.
 - 2. Type: Annealed float glass.
 - 3. Tint: Clear.
 - 4. Thickness: 1/4 inch.
- D. Type S-3 - Single Safety Glazing: Non-fire-rated.
 - 1. Type: Fully tempered float glass as specified.
 - 2. Tint: Clear, unless indicated otherwise in specifications or drawings.
 - 3. Thickness: 1/4 inch.

2.02 EXTERIOR GLAZING ASSEMBLIES

- A. Structural Design Criteria: Select type and thickness to withstand dead loads and wind loads acting normal to plane of glass at design pressures calculated in accordance with Oregon state code.
 - 1. Use the procedure specified in ASTM E1300 to determine glass type and thickness.
 - 2. Limit glass deflection to 1/200 or flexure limit of glass, whichever is less, with full recovery of glazing materials.
 - 3. Thicknesses listed are minimum.
- B. Air and Vapor Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier:
 - 1. In conjunction with vapor retarder and joint sealer materials described in other sections.

2. To maintain a continuous air barrier and vapor retarder throughout the glazed assembly from glass pane to heel bead of glazing sealant.

2.03 GLASS MATERIALS

- A. 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.
 3. Tinted Types: Color and performance characteristics as indicated.
 4. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

2.04 SEALED INSULATING GLASS UNITS

- A. Sealed Insulating Glass Units: Types as indicated.
 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 2. Edge Spacers: Aluminum, mitered and spigoted corners.
 3. Edge Seal: Glass to elastomer with supplementary silicone sealant.
 4. Purge interpane space with dry hermetic air.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

END OF SECTION 088000

SECTION 092116 GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide data on gypsum board, accessories, and joint finishing system.
- B. Samples: Submit two samples of gypsum board finished with proposed texture application, 12 by 12 inches in size, illustrating finish color and texture.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

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

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 3. Lafarge North America Inc: www.lafargenorthamerica.com.
 - 4. National Gypsum Company: www.nationalgypsum.com.
 - 5. USG Corporation: www.usg.com.
 - 6. Substitutions: See Section 016000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Manufactured in the USA.
 - 2. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 3. 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.
 - 4. Thickness:
 - a. Vertical Surfaces: 5/8 inch, unless indicated otherwise on drawings.
 - b. Ceilings: 5/8 inch, unless indicated otherwise on drawings.
 - c. Multi-Layer Assemblies: Thicknesses as indicated on drawings.
 - 5. Paper-Faced Products:
 - a. USG Corporation; Sheetrock Brand Gypsum Panels; Regular Drywall and Firecheck Type X and Type C; UltraCode Panels.
 - b. Equivalent products from listed manufactures are also acceptable..
 - c. Substitutions: See Section 016000 - Product Requirements
 - 6. Mold-Resistant Paper-Faced Products:
 - a. Application: At locations indicated as 'MWR' in Wall Assembly notes and on Wall Types.
 - b. American Gypsum; M-Bloc Type X.
 - c. Equivalent products from listed manufactures are also acceptable..
 - d. Substitutions: See Section 016000 - Product Requirements.

2.03 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness as shown on Wall Type Drawings.
 - 1. VOC Content: Certified as Low Emission by one of the following :
 - a. GreenGuard Children and Schools; www.greenguard.org.
 - 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index: 50 or less, when tested in accordance with ASTM E84.
 - 4. Combustibility: Non-combustible, when tested in accordance with ASTM E136.

- B. Acoustic Sealant: As specified in Section 079005.
- C. Resilient Furring Channels: 1/2 inch depth, for attachment to substrate through one leg only.
 - 1. Manufacturers - Resilient Furring Channels:
 - a. Same manufacturer as other framing materials.
 - b. Phillips Manufacturing Co: Product: RC-1: www.phillipsmfg.com.
- D. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead and L-bead at exposed panel edges.
- E. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Ready-mixed vinyl-based joint compound.
 - 4. Chemical hardening type compound.
- F. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.

PART 3 EXECUTION

3.01 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.

3.02 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.

3.03 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.
- C. Double-Layer Non-Rated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Use glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- D. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For non-rated assemblies, install as follows:
- E. Moisture Protection: Treat cut edges and holes in mold and moisture resistant gypsum board and exterior gypsum soffit board with sealant.

3.04 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, bedded and finished with chemical hardening type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- C. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:

1. Level 3: Walls to receive textured wall finish.
2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
3. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.

3.05 TEXTURE FINISH

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.
- B. All gypboard surfaces to match surrounding wall and ceiling texture level.
- C. Where not covered by other materials shown on Drawings:
 1. Type 1: Lightly textured or 'orange-peel'.

END OF SECTION 092116

SECTION 095100 ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide data on suspension system components and acoustical units.
- B. Samples: Submit two samples 12 x 12 inch in size illustrating material and finish of acoustical units.
- C. Samples: Submit two samples each, 12 inches long, of suspension system main runner.

1.02 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. Acoustical Panels Type 1: Transparent acoustic faced mineral fiber, ASTM E 1264 Type IV, with the following characteristics:
 - 1. Size: 24 x 24 inches.
 - 2. Thickness: 3/4 inches.
 - 3. Composition: Wet felted.
 - 4. Density: 1.05 lb/sf ft.
 - 5. Light Reflectance: 0.90 percent, determined as specified in ASTM E1264.
 - 6. NRC Range: 0.70 to 0.70, determined as specified in ASTM E1264.
 - 7. Ceiling Attenuation Class (CAC): 35, determined as specified in ASTM E1264.
 - 8. Edge: Reveal edge.
 - 9. Surface Color: White.
 - 10. Surface Pattern: Lightly textured.
 - 11. Product: Ultima 1915 by Armstrong.
 - 12. Suspension System: Exposed grid Type 1.

2.02 SUSPENSION SYSTEM(S)

- A. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- B. Exposed Steel Suspension System Type 1: Formed steel, commercial quality cold rolled; intermediate-duty.
 - 1. Profile: Box, for reveal edge panels; 9/16 inch wide face; Shadow moulding included..
 - 2. Finish: White painted.
 - 3. Product: Interlude by Armstrong.

2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
- C. Acoustical Sealant For Perimeter Moldings: Specified in Section 079005.

PART 3 EXECUTION

3.01 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C 636/C 636M, ASTM E 580/E 580M, and manufacturer's instructions and as supplemented in this section.

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.

END OF SECTION 095100

SECTION 095153
DIRECT-APPLIED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide data on acoustic units and adhesive.
- B. Shop Drawings: Indicate tile layout and related junctions with other work or ceiling finishes, interrelation of mechanical and electrical items related to system.
- C. Samples: Submit two samples, 12 x 12 inch in size, illustrating material and finish of acoustic units.

1.02 REGULATORY REQUIREMENTS

- A. Conform to applicable code for combustibility requirements for materials.

1.03 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tile:
 - 1. Armstrong World Industries, Inc: www.armstrong.com.
 - 2. Substitutions: See Section 016000 - Product Requirements.

2.02 MATERIALS

- A. Acoustic Tile: ASTM E1264, Conforming to the following:
 - 1. Size: 12 x 12 inches (300 x 300 mm).
 - 2. Thickness: 1/2 inches.
 - 3. Composition: Mineral.
 - 4. Light Reflectance: 0.80 percent.
 - 5. Ceiling Attenuation Class (CAC): 30, determined as specified in ASTM E 1264.
 - 6. Surface Burning Characteristics: Flame spread index of 25, smoke developed index of 450, when tested in accordance with ASTM E84.
 - 7. Joint: Tongue & Groove.
 - 8. Edge: Beveled.
 - 9. Surface Color: White.
 - 10. Surface Finish: Non-directional fissured .
 - 11. Product: HomeStyleTiles "Sand Pebble" #257 by Armstrong.
- B. Adhesive: Waterproof, gun or knife grade; type recommended by tile manufacturer.
- C. Perimeter Moldings: Rolled steel profile, color as selected.
- D. Acoustic Sealant For Perimeter Moldings: Specified in Section 079005.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install system in accordance with manufacturer's instructions.
- B. Perimeter Molding:
 - 1. Install edge molding at intersection of ceiling and vertical surfaces into bed of acoustic sealant.
- C. Locate tile on room axis according to reflected plan.

END OF SECTION 095153

DIRECT-APPLIED ACOUSTICAL
CEILINGS

095153 - 2

1420-02 / Southern Oregon University,
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SECTION 096500 RESILIENT FLOORING

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- B. Shop Drawings: Indicate seaming plan.
- C. Verification Samples: Submit two samples, 24 x 24 inch in size illustrating color and pattern for each resilient flooring product specified.

1.02 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

PART 2 PRODUCTS

2.01 SHEET FLOORING

- A. Linoleum Sheet Flooring: Homogeneous wear layer bonded to backing, with color and pattern through wear layer thickness:
 - 1. Minimum Requirements: Comply with ASTM F2034, Type corresponding to type specified.
 - 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
 - 3. VOC Content: Certified as Low Emission by one of the following:
 - a. SCS Floorscore; www.scs-certified.com.
 - 4. Backing: Jute fabric.
 - 5. Wear Layer Thickness: 0.098 inch, minimum, excluding backing.
 - 6. Pattern: Marbleized.
 - 7. Color: To be selected by Architect from manufacturer's full range.
 - 8. Seams: Heat welded.
 - 9. Manufacturers:
 - a. Forbo Linoleum, Inc; Product Real: www.forboflooringna.com.
 - b. Substitutions: See Section 016000 - Product Requirements.
- B. Linoleum Welding Rod: Solid color linoleum produced by flooring manufacturer for heat welding seams, in color in color matching predominant flooring color.

2.02 RESILIENT BASE

- A. See Section 096513.

2.03 ACCESSORIES

- A. Underlayment: Section 061000.
- B. Subfloor Filler: Compatible product; type recommended by adhesive material manufacturer.
- C. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.
- D. Moldings, Transition and Edge Strips: Same material as flooring.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Spread only enough adhesive to permit installation of materials before initial set.
- C. Fit joints tightly.
- D. Set flooring in place, press with heavy roller to attain full adhesion.

3.02 SHEET FLOORING

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns carefully at seams.
- B. Finish seams in linoleum by heat welding.

3.03 RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.

END OF SECTION 096500

SECTION 096513 RESILIENT BASE

PART 1 GENERAL

1.01 SUBMITTALS

- A. Verification Samples: Submit two samples, length 6 inch in size illustrating color and pattern for each base product specified.

1.02 MAINTENANCE

- A. Extra Materials: 2 percent of each profile and color.

1.03 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Burke Industries, Inc.; www.burkeflooring.com
 - 2. Johnsonite, Inc.; www.johnsonite.com
 - 3. Roppe Corp.; www.roppe.com
- B. Substitutions: See Section 016000 - Product Requirements.

2.02 MATERIALS

- A. Resilient Base: RB1
 - 1. Type: ASTM F1861, thermoset vulcanized rubber.
 - 2. Fire Resistance
 - a. Flame/Smoke: Class A, < 450 in accordance with ASTM E84 and NFPA 255.
 - b. Critical Radiant Flux: Class 1 in accordance with ASTM E648 (NFPA 253).
 - 3. Thickness: 0.080 inch.
 - 4. Profile: Coved.
 - 5. Height: 4 inches.
 - 6. Length: Continuous rolls.
 - 7. Color: Black.
 - 8. Finish: Manufactures standard.
 - 9. End units and outside corners: Preformed; profile, size, and color to match base.
 - 10. Certified under RFCI FloorScore Certification Program.

2.03 ACCESSORIES

- A. Adhesive:
 - 1. Water based, waterproof, recommended by base manufacturer.
 - 2. Maximum volatile organic compound (VOC) content: 50 grams per liter.
- B. Sealant:
 - 1. Sealant for wet locations, see Section 079005, Type: S-04

PART 3 EXECUTION

3.01 INSTALLATION

- A. Maintain top edge true to line and bottom edge in continuous contact with floor. Butt joints tight; butt base tight to adjacent construction.
- B. Where existing concrete base is present, paint concrete base black prior to installing rubber base.

3.02 TOLERANCES

- A. Maximum Variation in face flatness: 1/8 inch in 10 feet.
- B. Maximum Variation in top edge flatness: 1/8 inch in 10 feet

3.03 FIELD QUALITY CONTROL

- A. Inspect for face wavy-ness and top edge flatness; Rounded outside/inside corners. Both will be cause for rejection of installed material.

SECTION 096800 CARPETING

PART 1 GENERAL

1.01 SUBMITTALS

- A. Shop Drawings: Indicate seaming plan, method of joining seams, direction of carpet pile and pattern, location of edge moldings and edge bindings, layout of flat wire system.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two samples 24 x 24 inch in size illustrating color and pattern for each carpet and cushion material specified.

1.02 FIELD CONDITIONS

- A. Maintain minimum 70 degrees F ambient temperature 24 hours prior to, during and 24 hours after installation.
- B. Ventilate installation area during installation and for 72 hours after installation.

1.03 WARRANTY

- A. Lifetime Fiber Performance for Wear, Lifetime for Tuft Bind Strength (edge ravel, yarn pulls, zippering), Lifetime Protection from Delamination Failure, Lifetime Fiber Performance for Static

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carpet:
 - 1. J & J Industries, Inc: www.jjindustries.com.
 - 2. Substitutions: Not permitted.

2.02 CARPET

- A. Carpet Type CPT-1:
 - 1. Product: City Blocks 6218 manufactured by J+J Invision.
 - 2. Roll Width: 12 ft.
 - 3. Color: Harvard Square 1304.
 - 4. Construction: Patterned Loop
 - 5. Backing: TitanBac® Plus
 - 6. Pattern: Orient pattern parallel to hallways.
 - 7. CRI, texture appearance retention ratings (TARR): Severe, greater or equal 3.5 TARR.
 - 8. Smoke Development: Less than 450 in accordance with ASTM E 84 and NFPA 255.
- B. Tile Carpet: Same manufacturer; Section 096813 for CPT-2.

2.03 ACCESSORIES

- A. Sub-Floor Filler: Type recommended by carpet manufacturer.
- B. Adhesives - General: Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI Green Label certified.
- C. Seam Adhesive: Recommended by manufacturer.
- D. Contact Adhesive: Compatible with carpet material .

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Lay out carpet and locate seams in accordance with shop drawings:
 - 1. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic.

2. Align run of pile in same direction as anticipated traffic and in same direction on adjacent pieces.

3.02 DIRECT-GLUED CARPET

- A. Double cut carpet seams, with accurate pattern match. Make cuts straight, true, and unfrayed. Apply seam adhesive to cut edges of woven carpet immediately.
- B. Apply contact adhesive to floor uniformly at rate recommended by manufacturer. After sufficient open time, press carpet into adhesive.

END OF SECTION 096800

SECTION 096813 TILE CARPETING

PART 1 GENERAL

1.01 SUBMITTALS

- A. Shop Drawings: Indicate layout of joints.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. J & J Industries, Inc : www.jjiindustries.com.
- B. Other Acceptable Manufacturers:
 - 1. Substitutions: Not permitted.

2.02 MATERIALS

- A. Carpet (CPT-2) Tile Type Glue down: Tufted, manufactured in one color dye lot.
 - 1. Product: City Blocks 6218 manufactured by J&J Industries.
 - 2. Tile Size: 24 x 24 inch, nominal.
 - 3. Color: Harvard Square 1304.
 - 4. Construction: Patterned Loop
 - 5. Pattern: quarter turn installation.
 - 6. CRI, texture appearance retention ratings (TARR): Severe, greater or equal 3.5 TARR.
 - 7. Critical Radiant Flux: Minimum of 0.45 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 - 8. Max. Electrostatic Charge: 3 Kv. at 20 percent relative humidity.
 - 9. Primary Backing Material: TitanBac Plus.
- B. Roll Carpet: Same manufacturer; Section 096800 for CPT-1.

2.03 ACCESSORIES

- A. Sub-Floor Filler: Compatible product; type recommended by flooring material manufacturer.
- B. Moldings, Transition and Edge Strips: Same material as base in Section 096513.
- C. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum VOC of 50 g/L; CRI Green Label certified.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Blend carpet from different cartons to ensure minimal variation in color match.
- B. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- C. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.

END OF SECTION 096813

TILE CARPETING

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SECTION 099000 PAINTING AND COATING

PART 1 GENERAL

1.01 SUBMITTALS

- A. 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. MPI product number (e.g. MPI #47).
- B. Samples: Submit 2 paper "drop" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.

1.02 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.03 FIELD CONDITIONS

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. 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.
- D. Paints: Acceptable manufacturers are limited to the following:
 - 1. PPG Architectural Finishes, Inc: www.ppgaf.com.
 - 2. Glidden Professional: www.gliddenprofessional.com.
 - 3. Benjamin Moore & Co: www.benjaminmoore.com.
 - 4. Sherwin Williams: www.sherwin-williams.com
 - 5. Miller Paint: www.millerpaint.com
 - a. Basis of specifications.

2.02 MATERIALS - GENERAL

- A. Paints and Coatings: 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.
 - 1. 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. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- C. Patching Material: Latex filler.
- D. Fastener Head Cover Material: Latex filler.

2.03 PAINT SYSTEMS

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Where sheen is not specified or more than one sheen is specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Provide colors as directed by Architect.
 - 1. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.04 EXTERIOR PAINT SYSTEMS

- A. Galvanized Metal, Not Chromate Passivated:
 - 1. Applications include but are not limited to frames and piping.
 - 2. Steel door frames: EXT 5.3H Latex: W.B. Primer MPI #134, W.B. Latex MPI #15, low sheen.
 - a. Primer: 5000 Miller Acrimetel DTM Primer.
 - b. Latex: 5600 Miller Kril Satin.
- B. Stucco/Plaster Walls:
 - 1. Plaster patching: EXT 9.1A Latex: Latex MPI #15, low sheen.
 - 2. Verify existing finish and texture and determine compatibility with new system.
 - 3. Propose additive to match existing exterior texture.
- C. Bituminous Coated Surfaces:
 - 1. Metal in contact w/ Conc & CMU: EXT 10.2A Latex: Rust Inhibitive Primer MPI #107, Latex MPI #10, flat.
 - a. Primer: 5000 Miller DTM Primer.
 - b. Latex: 5900 Miller Kril Flat.

2.05 INTERIOR PAINT SYSTEMS

- A. Galvanized Metal, Not Chromate Passivated:
 - 1. Applications include but are not limited to doors, frames, railings, and piping.
 - 2. Visible HVAC & other items listed above: INT 5.3N Institutional Low Odor/VOC: W.B. Galvanized Primer MPI #134, Institutional Low Odor/VOC MPI #145, gloss level 3.
 - a. Primer: 5000 Miller DTM Primer.
 - b. Top Coat: 1450 Miller Acro Satin.
- B. Dressed Lumber:
 - 1. Applications include but are not limited to window frames, window casings, trim, baseboards, and moldings.
 - 2. All: INT 6.3A High Performance Architectural Latex: Latex Primer MPI #39, HIPAC Latex MPI #140, gloss level 4.
 - a. Primer: 6060 Miller Stain Blocking Primer
 - b. Latex: 100410 Miller Evolution Satin
- C. Gypsum Board:
 - 1. Applications include but are not limited to walls, ceilings, soffits, and bulkheads.
 - 2. Walls in toilet rooms: INT 9.2M Institutional Low Odor/VOC: Latex Primer Sealer MPI #149, Institutional Low Odor/VOC MPI #147, gloss level 5.
 - a. Primer: Miller 6440 Acro Pure Primer.
 - b. Latex: Miller 2850 Acro Pure Semigloss.
 - 3. All locations, unless noted otherwise: INT 9.2M Institutional Low Odor/VOC: Latex Primer Sealer MPI #149, Institutional Low Odor/VOC MPI #146, gloss level 4.
 - a. Primer: Miller 6440 Acro Pure Primer.

- b. Latex: Miller 1450 Acro Pure Satin.

2.06 GLOSS & SHEEN RATINGS

- A. Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following MPI values:

Gloss Level	Description	Sheen Units @ 60 degrees	Sheen Units @ 85 degrees
G1	Matte or Flat finish	0 to 5	10 max.
G2	Velvet finish	0 to 10	10 to 35
G3	Eggshell finish	10 to 25	10 to 35
G4	Satin finish	20 to 35	35 min.
G5	Semi-Gloss finish	35 to 70	
G6	Gloss finish	70 to 85	
G7	High-Gloss finish	> 85	

1. Gloss level ratings of all painted surfaces shall be as specified herein and as noted on Finish Schedule

PART 3 EXECUTION

3.01 SCOPE -- SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces described in PART 2, 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 to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
 3. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
- C. Do Not Paint or Finish the Following Items:
1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
 2. Items indicated to receive other finish.
 3. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 4. Anodized aluminum.
 5. Polished and brushed stainless steel items.
 6. Polished and brushed stainless steel, anodized aluminum, bronze, terne, and lead.
 7. Acoustical materials.
 8. Concealed piping, ductwork, and conduit.

3.02 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.
- B. 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.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.

- D. 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.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.

END OF SECTION 099000

SECTION 101400 SIGNAGE

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- B. Signage Schedule: Provide information sufficient to completely define each sign for fabrication, including room number, room name, other text to be applied, sign and letter sizes, fonts, and colors.
 - 1. Submit for approval by Owner through Architect prior to fabrication.
- C. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- D. Selection Samples: Where colors are not specified, submit two sets of color selection charts or chips.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Flat Signs:
 - 1. Vista System: www.vistasystem.com.
 - 2. Substitutions: Not permitted.
- B. Curved Signs:
 - 1. Vista System; Model V100 WFP 2: www.vistasystem.com.

2.02 SIGNAGE APPLICATIONS

- A. Accessibility Compliance: All signs are required to comply with ADA Standards for Accessible Design and ANSI/ICC A 117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Accessible Entrances
 - 1. Sign Type: Flat signs with injection molded panel media as specified.
 - 2. Shall be identified with the International Symbol of Accessibility by a 1/4 inch thick, 8 inches on each side with a 1/2 inch border, with upon which appears the international symbol of accessibility, 4½ inches high, minimum 1/32 inch thick, fully tactile, in contrasting color.
- C. Room and Door Signs: Provide a sign for every doorway, whether it has a door or not, not including corridors, lobbies, and similar open areas.
 - 1. Sign Type: Curved signs with injection molded panel media as specified.
 - 2. Provide "tactile" signage, with letters raised minimum 1/32 inch and Grade II braille.
 - 3. Character Height: 1-1/2 inch.
 - 4. Sign Height: 5 x 3 inches, unless otherwise indicated.
 - 5. Office Doors: Identify with room numbers to be determined later, not the numbers shown on the drawings; in addition, provide "window" section for replaceable occupant name.
 - 6. Conference and Meeting Rooms: Identify with room numbers to be determined later, not the numbers shown on the drawings; in addition, provide "window" section for replaceable occupant name.
 - 7. Service Rooms: Identify with room numbers to be determined later, not those shown on the drawings.

2.03 SIGN TYPES

- A. Flat Signs: Signage media without frame.
 - 1. Edges: Square.

2. Corners: Square.
 3. Clear Cover: For customer produced sign media, provide clear cover of polycarbonate plastic, glossy on back, non-glare on front.
 4. Wall Mounting of One-Sided Signs: Tape adhesive or concealed screws.
- B. Radius / Curved Signs: One-piece, curved extruded aluminum media holder securing flat, flexible sign media by curved lip on two sides; other two sides closed by end caps; concealed mounting attachment.
1. Finish: Natural (clear) anodized.
 2. Sign Orientation: Curved in horizontal section.
 3. End Caps: Aluminum with finish matching frame and stainless steel screw attachment.
 4. Clear Cover: For customer produced sign media, provide clear cover of polycarbonate plastic, glossy on back, non-glare on front.
 5. Wall Mounting of One-Sided Signs: Mechanical anchorage, with predrilled holes or by tape adhesive.
- C. Color and Font: Unless otherwise indicated:
1. Character Font: Helvetica, Arial, or other sans serif font.
 2. Character Case: Upper case only.
 3. Background Color: Opaque.
 4. Character Color: Contrasting color.

2.04 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Tape Adhesive: Double sided tape, permanent adhesive.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.

END OF SECTION 101400

SECTION 102113.19
PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 PRICE AND PAYMENT PROCEDURES

- A. See Section 012300 - Alternates, for work affecting this section.

1.02 SUBMITTALS

- A. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall, floor, and ceiling supports, door swings.
- B. Product Data: Provide data on panel construction, hardware, and accessories.
- C. Samples: Submit two samples of partition panels, 6 x 6 inch in size illustrating panel finish, color, and sheen.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Phenolic Toilet Compartments:
 - 1. Accurate Partitions Corp; Product Phenolic - Color Thru: www.accuratepartitions.com.
 - 2. Bobrick; Product Seirra Series: www.bobrick.com
 - 3. General Partitions; Product Solid Phenolic Core: www.generalpartitions.com.
 - 4. Global Partitions; Product Color-Thru: www.globalpartitions.com.
 - 5. Substitutions: Section 016000 - Product Requirements.

2.02 PHENOLIC TOILET COMPARTMENTS

- A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid phenolic core panels with integral melamine finish, floor-mounted unbraced.
 - 1. Color: Single color as selected.
- B. Doors:
 - 1. Thickness: 3/4 inch.
 - 2. Width: 24 inch.
 - 3. Width for Handicapped Use: 36 inch, out-swinging.
 - 4. Height: 58 inch.
- C. Panels:
 - 1. Thickness: 1/2 inch (13 mm).
 - 2. Height: 58 inch.
 - 3. Depth: As indicated on drawings.
- D. Pilasters:
 - 1. Thickness: 3/4 inch (19 mm).
 - 2. Height: As indicated on drawings.
 - 3. Width: As required to fit space; minimum 3 inches (76 mm).

2.03 ACCESSORIES

- A. Pilaster Shoes: Formed chromed steel with polished finish, 3 in high, concealing floor fastenings.
- B. Head Rails: Hollow chrome plated steel tube, 1 x 1-5/8 inch size, with cast socket wall brackets.
- C. Pilaster Brackets: Polished stainless steel.
- D. Wall Brackets: Continuous type, polished stainless steel.
- E. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
- F. Hardware: Polished stainless steel:

1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
2. Door Latch: Slide type with exterior emergency access feature.
3. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
4. Coat hook with rubber bumper; one per compartment, mounted on door.
5. Provide door pull for outswinging doors.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.

3.02 TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

END OF SECTION 102113.19

**SECTION 102800
TOILET, BATH, AND LAUNDRY ACCESSORIES**

PART 1 GENERAL

1.01 PRICE AND PAYMENT PROCEDURES

- A. See Section 012300 - Alternates, for work affecting this section.

1.02 SUBMITTALS

- A. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- B. Samples: Submit two samples of each accessory, illustrating color and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Products listed are made by Bobrick.
- B. Other Acceptable Manufacturers where substitutions are allowed:
 - 1. American Specialties, Inc: www.americanspecialties.com.
 - 2. Bradley Corporation: www.bradleycorp.com.
 - 3. Substitutions: See individual products below.
- C. All items of each type to be made by the same manufacturer.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Mirror Glass: Float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.

2.03 FINISHES

- A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.

2.04 TOILET ROOM ACCESSORIES

- A. (M) Mirrors: Stainless steel framed, 6 mm thick float glass mirror.
 - 1. Size: 24 inch wide x 36" high.
 - 2. Frame: 0.05 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; No.4 finish.
 - 3. Product: B-290 manufactured by Bobrick.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on the drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

END OF SECTION 102800

TOILET, BATH, AND LAUNDRY
ACCESSORIES

102800 - 2

1420-02 / Southern Oregon University,
Britt Hall Third Floor Classroom
Renovation

**SECTION 108009
OTHER SPECIALTIES**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Section 013000 – Administrative Requirements.
- B. Shop Drawings: Indicate detailed dimensions, details and anchorage requirements.
- C. Product Data: Submit data on each specialty including accessories, configurations and all options for Owner selection.
- D. Samples: Provide samples described.

1.02 QUALITY ASSURANCE

- A. Qualifications of Installer: Installer shall be approved by the manufacturer to install the products of this section.

PART 2 PRODUCTS

2.01 CASH DRAWER

- A. Basis of Design Manufacturer: MMF INDUSTRIES.
- B. Manufacturers:
 - 1. MMF Industries; Product 225106001
 - 2. Substitutions: See Section 016000 - Product Requirements.
- C. Description:
 - 1. Composition: Steel.
 - 2. Size: 3-13/16 x 17-11/16 x 15-3/4 inches
 - 3. Color: Black.
 - 4. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.
- D. Performance:
 - 1. Capacity: 10 compartments.
 - 2. Features: Alarm Bell, undercounter mounting and locking case with (2) keys.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify installed work is ready to receive specialties and that dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install specialties securely, plumb, level, square and in full compliance with manufacturer's instructions.

END OF SECTIOND

OTHER SPECIALTIES

108009 - 2

1420-02 / Southern Oregon University,
Britt Hall Third Floor Classroom
Renovation

**SECTION 118509
OTHER EQUIPMENT**

PART 1 GENERAL

PART 2 PRODUCTS

2.01 LARGE HIGH VOLUME, LOW SPEED FANS AXIAL FANS

- A. Provide and install at Open Office as indicated on drawings.
- B. Follow Design-Build (Section 013050) requirements to include this equipment in the Design-Build portion of the project.
- C. Controls
 - 1. Onboard Control: The digital inverter electronic fan controller shall be incorporated into the fan assembly and shall be factory programmed to minimize starting and braking torques.
 - 2. Remote Control: The fan shall be equipped with a 7-speed, slim remote control. The remote control shall be battery-operated and include controls for operating the fan speed and Reverse, Timer, Sleep, and Whoosh modes. A semi-transparent lens located at the underside of the fan hub allows infrared control signals to activate electronics located in the motor housing.
 - 3. Provide individual control at each fan location.
- D. Products:
 - 1. Delta T Corporation, Big Ass Fan Company; Product Haiku 84: www.bigassfans.com.
 - 2. Substitutions: Not permitted.
- E. Finish: Automotive-grade White.
- F. Installation Requirements:
 - 1. Secure fan with safety cable of 0.06 inch [1.5 mm] diameter ,fabricated from aircraft steel.
 - a. Field construction of safety cables is not permitted.
 - 2. Provide a ceiling-mounted outlet box marked "Acceptable for Fan Support" with length of additional wire for installation.
 - 3. Locate fan a minimum of 2 feet from all obstructions and a minimum of 10 feet above the floor.
 - 4. Do not located fan where it will be subjected to HVAC vents, radiant heaters, or other building components.

PART3 EXECUTION

3.01 EXAMINATION

- A. Verify backing is installed where required for installation. Verify building shell substrates are adequate for loads imposed by equipment.
- B. Verify utilities are present prior to installation.

3.02 INSTALLATION

- A. Install all equipment in full compliance with manufactures recommendations.

END OF SECTION

OTHER EQUIPMENT

118509 - 2

1420-02 / Southern Oregon University,
Britt Hall Third Floor Classroom
Renovation

SECTION 122400 WINDOW SHADES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- B. Shop Drawings: Include shade schedule indicating size, location and keys to details, head, jamb and sill details, mounting dimension requirements for each product and condition, and operation direction.
- C. Selection Samples: Include fabric samples in full range of available colors and patterns.
- D. Verification Samples: Minimum size 6 inches square, representing actual materials, color and pattern.

1.02 WARRANTY

- A. Provide manufacturer's warranty from the Date of Substantial Completion, covering the following:
 - 1. Shade Hardware: 20 years.
 - 2. Fabric: 10 years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: MechoShade Systems Inc;Inc.; www: www.mechoshade.com.
- B. Manually Operated Roller Shades:
 - 1. MechoShade Systems, Inc.; Product: Mecho III Slimline: www.mechoshade.com.
 - 2. Substitutions: Not permitted.

2.02 WINDOW SHADE APPLICATIONS

- A. Shades: Sheer shades.
 - 1. Type: Roller shades.
 - 2. Color: As selected by Architect from manufacturer's full range of colors.
 - 3. Mounting: Outside (face of jambs).
 - 4. 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: As indicated on drawings.
- B. Fabric: Non-flammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation; PVC-free; 100 percent recycled.
 - 1. Sheer Shades: Reduce glare yet still reveal considerable details to the outside; no privacy.
 - 2. Weave and Openness Factor: 3 or 5 percent; Final selection by Architect.
 - 3. Color: Selected from manufacturer's standard colors
 - 4. Flammability: Pass NFPA 701 large and small tests.
 - 5. No growth, tested to ASTM G21 for ATCC9642, ATCC9348, and ATCC9645.
- C. Roller Tube: As required for type of operation, extruded aluminum with end caps.
 - 1. Fabric Attachment: Utilize extruded channel in tube to accept vinyl spline welded to fabric edge.

- D. Hembars and Hembar Pockets: Wall thickness designed for weight requirements and adaptation to uneven surfaces, to maintain bottom of shade straight and flat.
 - 1. Finish: Baked enamel.
 - 2. Color: As selected from manufacturer's standard colors.
- E. Manual Operation: Clutch operated continuous loop; beaded ball chain meeting WCMA A100.1.
 - 1. Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.
 - 2. Provide shade hardware system that allows multi-banded manually operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.

2.04 ACCESSORIES

- A. Fascias: Size as required to conceal shade mounting.
 - 1. Style: As selected by Architect from shade manufacturer's full selection.
 - 2. Material and Color: To match shade.
- B. Brackets and Mounting Hardware: As recommended by manufacturer for mounting configuration and span indicated.
- C. Fasteners: Non-corrosive, and as recommended by shade manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved shop drawings, using mounting devices as indicated.
- B. Adjust level, projection and shade centering from mounting bracket. Verify there is no telescoping of shade fabric. Ensure shades for smooth operation.

3.02 CLOSEOUT ACTIVITIES

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

END OF SECTION 122400

SECTION 123600 COUNTERTOPS

PART 1 GENERAL

1.01 SUBMITTALS

- A. 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.
- B. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- C. Verification Samples: For each finish product specified, minimum size 6 inches square, representing actual product, color, and patterns.

PART 2 PRODUCTS

2.01 COUNTERTOP ASSEMBLIES

- A. Quality Standard: See Section 064100.
- B. 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 nominal thickness.
 - a. Surface Burning Characteristics: Flame spread 25, maximum; smoke developed 450, maximum; when tested in accordance with ASTM E84.
 - b. Wear Resistance: In addition to specified grade, comply with NEMA LD 3 High Wear Grade requirements for wear resistance.
 - c. Finish: Matte or suede, gloss rating of 5 to 20.
 - d. Surface Color and Pattern: As selected by Architect from the manufacturer's full line.
 - e. Manufacturers:
 - 1) Abet Laminati: www.abetlaminati.com.
 - 2) Formica Corporation : www.formica.com.
 - 3) Lamin-Art, Inc : www.laminart.com.
 - 4) Panolam Industries International, Inc\Nevamar : www.nevamar.com.
 - 5) Wilsonart International, Inc : www.wilsonart.com.
 - 6) Substitutions: See Section 016000 - Product Requirements.
 - 2. Exposed Edge Treatment: Postformed laminate; front edge substrate built up to minimum 1-1/4 inch thick with radiused edge, integral coved backsplash with radiused top edge.
 - 3. Back and End Splashes: Same material, same construction.
 - 4. Countertop Backer: High pressure decorative laminate sheet bonded to concealed surface; Material as specified in section 064100; Align grain direction parallel to the face laminate.
 - 5. Fabricate in accordance with Woodwork Institute Manual of Millwork Custom Grade.

2.02 ACCESSORY MATERIALS

- A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.
- B. Particleboard for Supporting Substrate: ANSI A208.1 Grade 2-M-2, 45 pcf minimum density; minimum 3/4 inch thick; join lengths using metal splines.
 - 1. Use particleboard with exterior glue, per ANSI 208.1, where enhanced moisture resistance is required.
- C. Medium Density Fiberboard for Supporting Substrate: ANSI A208.2.
- D. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

2.03 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
- B. Manufacture front edges with 'No drip' or 'Marine' edges at locations with sinks.
- C. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
- D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Attach plastic laminate countertops using screws with minimum penetration into substrate board of 5/8 inch.
- C. Attach wood countertops using screws with minimum penetration into substrate board of 5/8 inch.
- D. Seal joint between back/end splashes and vertical surfaces.
- E. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

3.02 SCHEDULES

- A. Solid Surfacing Countertops - All locations, unless noted otherwise.

END OF SECTION 123600

APPENDIX A

Lighting Fixtures

Proposed fixtures for Design-Build electrical and lighting.

FEATURES & SPECIFICATIONS

INTENDED USE — RT5 is designed for applications that require the extremely energy efficient delivery of comfortable volumetric light from a lay-in fixture that is appealing and shallow in depth. Ideal for offices, schools, hospitals, retail and numerous other commercial applications. **Certain airborne contaminants can diminish integrity of acrylic.** [Click here for Acrylic Environmental Compatibility table for suitable uses.](#)

CONSTRUCTION — Impact modified acrylic prismatic refractor with polymer light-diffusing film.

Rugged, one-piece, cold-rolled steel reflector with embossed facets. Polyester powder paint after fabrication.

Rigid structure with ballast box and endplates with integral T-bar clips.

Fixtures may be mounted end-to-end.

OPTICS — Delivers volumetric lighting by filling the entire volume of space with light, delivering the ideal amount to walls, cubicles, work surfaces and people.

Luminous characteristics are carefully managed at high angles, providing just enough intensity to deliver the volumetric effect.

Regressed, two-piece refractive system obscures and softens the lamp and smoothly washes the reflector with light.

Linear faceted reflector softens and distributes light into the space and minimizes the luminance ratio between the fixture and the ceiling.

Mechanical cut-off across the reflector and fresnel refraction along the refractor provide high angle shielding and a quiet ceiling.

Sloped endplates provide a balanced fixture to ceiling ratio while enhancing the perception of fixture depth.

ELECTRICAL — Highly efficient program-start electronic ballasts, Class P, thermally protected, resetting, HFP, non-PCB, UL Listed, CSA Certified, sound rated A. Your choice of Premier or Premier XPT5 lamp with enhanced phosphors and 85 CRI. Ballast/lamp efficacy up to 100+ LPW. Lamp is TCLP compliant.

0.90 or 0.95 ballast factor standard for typical applications. 1.15 ballast factor or F54T5HO lamping available for higher ceiling height applications.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

SS option available for use with SIMPLY5™ Lighting Intelligence system with multi-level dimming. See SYNERGY™ Lighting Controls specification sheets for more information. Ballast Disconnect provided standard where required to comply with U.S. and Canadian electrical codes.

INSTALLATION — Side mounted ballast tray accessed by removing adjacent ceiling tile. Ballast tray may be removed from fixture during service.

Lamps accessed by squeezing refractor to release from retention tabs.

LISTING — UL Listed (standard). Optional: Canada CSA or cUL. Mexico NOM.

WARRANTY — 1-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Catalog Number
Notes
Type



2RT5

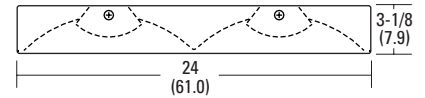


2'X 4'
2 Lamps
Premier or Premier XP T5

SIMPLY5™
LIGHTING INTELLIGENCE

Specifications

Length:	48 (121.8)
Width:	24 (61.0)
Depth:	3-1/8 (7.9)



All dimensions are inches (centimeters) unless otherwise specified.

Protected by one or more of US Patents Nos. 7,229,192; D541,467; D541,468; D544,633; D544,634; D544,992; D544,933 and additional patent pending.

Note: Specifications subject to change without notice.

ORDERING INFORMATION

For shortest lead times, configure products using **bolded options**.

Example: 2RT5 28T5 MVOLT GEB95 LPM835P

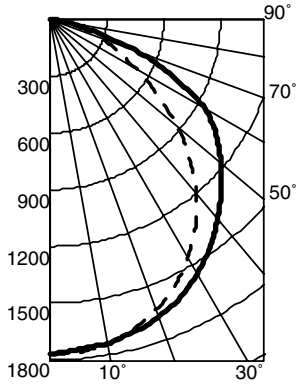
Series	Lamp type	Voltage	Ballast	Lamp ⁷	Options
2RT5 Recessed T5	28T5 28W T5 (46") 54T5HO 54W T5 (46") ¹	MVOLT ² 347 ³	GEB95 .95 ballast factor ⁴ GEB95S .95 ballast factor, step dimming ⁴ GEB115 1.15 ballast factor ⁴ GEB115S 1.15 ballast factor, step dimming ⁴ GEB10PS 1.0 ballast factor, programmed start ⁵ SS .95 ballast factor SIMPLY5™ system ⁶ GEB80 .80 ballast factor ⁵ GEB80S .80 ballast factor, step dimming ⁵ GEB90 .90 ballast factor ⁴ GEB90S .90 ballast factor, step dimming ⁴	LPM835P Premier 3500° K lamp ⁴ LPM830P Premier 3000° K lamp ⁴ LPM841P Premier 4100° K lamp ⁴ L835XP Premier XP 3500° K lamp ⁴ L830XP Premier XP 3000° K lamp ⁴ L841XP Premier XP 4100° K lamp ⁴ LP835 3500° K lamp ⁵ LP830 3000° K lamp ⁵ LP841 4100° K lamp ⁵	GLR Internal fast-blow fuse ⁸ PWS1836 6' prewire, 3/8" diameter, 18-gauge, 3-wire (n/a with step dimming) ⁹ PWS1846 6' prewire, 3/8" diameter, 18-gauge, 4-wire ¹⁰ EL14 Emergency battery pack ¹¹ EL65 Emergency battery pack ¹¹ HW Hardware for SIMPLY5 system; replaces RELOC [®] CSA Listed and labeled to comply with Canadian standards

Notes

- For T5HO applications, use GEB10PS, GEB80 or GEB80S ballast. Not available with 28T5.
- MVOLT (120-277 volts), 50-60HZ.
- For 347V, use GEB95, GEB95S or GEB10PS.
- 28T5 only.
- 54T5HO only.
- SIMPLY5 includes 13' S5 SSC RELOC™ wiring system, specify voltage unless HW (hardware) or PWS is ordered.
- Required. All fixtures shipped with lamps installed.
- Must specify voltage, 120 or 277.
- For use with standard ballast.
- For use with step dimming ballast.
- See [P51400QD](#) spec sheet for EL lumen output information.

2RT5 Volumetric Recessed Lighting 2' x 4'

2RT5 28T5 GEB95 LPM835P, (2) FP28/835/PM/ECO lamps, 2730 lumens per lamp, s/m 1.2 (along) 1.3 (across), test no. LTL13260



CP Summary			Coefficients of Utilization									Zonal Lumen Summary				
0°	90		pf	80%			20%			50%			Zone	Lumens	% Lamp	% Fixture
			pc	70%	50%	30%	50%	30%	10%	50%	30%	10%				
0°	1770	1770	0	107	107	107	105	105	105	100	100	100	0° - 30°	1383	25.3	28.2
5°	1766	1750	1	98	94	91	92	89	86	88	86	83	0° - 40°	2264	41.5	46.1
15°	1695	1707	2	89	82	76	81	75	70	77	73	69	0° - 60°	3976	72.8	81.0
25°	1555	1623	3	82	72	65	71	64	59	68	63	58	0° - 90°	4908	89.9	100.0
35°	1339	1473	4	75	64	56	63	56	50	61	54	49	90° - 180°	0	0.0	0.0
45°	1044	1280	5	69	57	49	56	49	43	54	48	43	0° - 180°	4908	89.9	100.0
55°	695	1071	6	63	52	44	51	43	38	49	42	37				
65°	393	715	7	59	47	39	46	39	33	45	38	33				
75°	179	257	8	55	43	35	42	35	30	41	34	30				
85°	30	21	9	51	39	32	39	32	27	38	31	27				
90°	0	0	10	48	36	29	36	29	24	35	28	24				

LER: 80.4 lpw

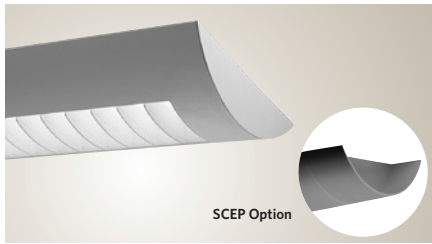
Efficiency: 89.9%

*The LER (Luminaire Efficacy Rating) is the lumens per watt rating for this fixture. It is used to compare the energy efficiency of various products. This photometric report is based upon IES testing procedures, as stated in LM-41-1998. The reported lumen rating is based upon lamp manufacturer's published lumen output for the cold spot temperature measured during lamp calibration.

Ballast	Input Wattage 120/277
GEB90 GEB90S	55/54
GEB90S @50% power mode	27
GEB95 GEB95S	60/58
GEB95S @50% power mode	28/28
GEB115 GEB115S	73/71
GEB115S @50% power mode	35/35
GEB80 GEB80S	96/93
GEB80S @50% power mode	52/51
S5	60/58

T5/T8 Energy Comparison

System	Lamp Type	Ballast Factor	Input Watts	Watts Saved Compared to T8
3-lamp T8	F32T8	0.88	88	-
2RT5 2-lamp T5	F28T5XP	0.90	54	34
2RT5 2-lamp T5	F28T5	0.95	58	30
2RT5 2-lamp T5	F28T5	1.15	71	17



Cerra® 10 I/D Indirect-Direct T8

Type:

Project:

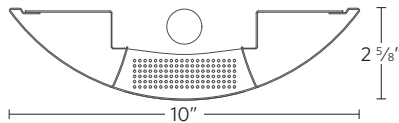
SPECIFICATIONS

Suspended

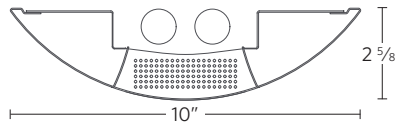
10CRM4

LAMPING OPTIONS

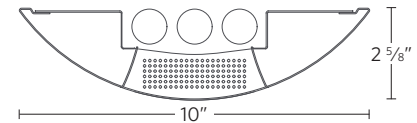
□ 10CRM4 - 1



□ 10CRM4 - 2



□ 10CRM4 - 3



SPECIFICATIONS

Construction

Nominal 10" x 3" crescent housing is formed from one-piece cold-rolled steel. Flat end plate standard. Sculptured die-cast aluminum end cap is optional.

Reflectors

Die-formed highly reflective white or specular reflector.

Shielding

SSB—Parabolic aluminum baffle with semi specular finish. SBL—White steel straight blade baffle. PPL—White perforated steel straight blade baffle. WPB—Parabolic aluminum baffle with white finish.

Finish

Fine-textured, white or aluminum polyester powder paint. Custom colors available, consult factory.

Electrical

Specify 120V, 277V or 347V. Pre-wired with 16AWG

fixture wires. For special circuiting or wire gauge, consult factory. Plug-in electrical connectors included. UL and C-UL listed.

Luminaire Length

4', 8', and 12' lengths in a single section for nominal suspension spacing of 4', 8', and 12'. For total luminaire length, add 1/16" for each flat end plate or 4" for each sculptured end cap. Using internal joiners, 4', 8', and 12' sections can be joined to form longer length luminaires.

CATALOG NUMBER

Examples: 10CRM4 2 32 WHR SSB 40FT R12 277 GEB10 DCT LP835 F1/18 C210 SCEP — 10CRM4 3 32 20/80 PPL 32FT R8 277 GEB10 15E EL DCT LP835 F1/21 C110

Luminaire	# of Lamps in Cross Section	Lamp Type	Distribution ¹	Shielding	Baffle	Luminaire Row Length	Maximum Section Length	Voltage	Ballast Type
10CRM4	32	32W T8	WHR White Reflector (Standard) SPR Specular 40/60 40% Up, 60% Down 20/80 20% Up, 80% Down 0/100 0% Up, 100% Down CLF Center Lamp Isolator	(Blank) No diffuser OPD Standard Brightness Diffuser	SSB Semi specular blade SBL White steel blade PPL White perforated steel baffle WPB White Baffle (pre-finished or painted)	X FT (4' increments)	R4 4' section(s) R8 8' section(s) R12 12' section(s)	120 277 347	GEB10 <10% THD Electronic ADEZ ² Advance Mark 10 dim DMHL3D ³ Lutron Hi-Lume dim ADZT ³ Advance Mark 7 0-10V dim <i>Reference Ballast Wizard on website or consult factory for other options.</i>
	1								
	2								
	3								

# of Emergency Modules	Emergency Type ⁴	Switching	Lamp Color	Mounting Type /	Overall Suspension	Finish	Options
(Blank) None 1SE 1 section 2SE 2 sections XSE X sections	(Blank) None EC Emergency circuit EL ³ Emergency battery pack EN ³ Emergency battery pack w/night light circuit	SCT Single circuit DCT Dual circuit	L/LP No lamp L/LPE No lamp. Wired for energy saving lamps. LP830 3000K 80+ CRI LP835 3500K 80+ CRI LP841 4100K 80+ CRI <i>Reference Lamp Chart on website or consult factory for other options.</i>	F1/ T-bar ceiling (universal mounting bracket) F1A/ T-bar ceiling (UMB with integrated J-box) F2/ Hard ceiling (horizontal J-box) F3/ Rigid stem F4A/ IDS clip 1/8" tee F4B/ IDS clip 1/16" tee F4C/ IDS clip screw slot	12 12" 15 15" 18 18" 21 21" 24 24" XX XX" <i>Overall suspension is measured from ceiling to bottom of luminaire.</i>	C110 Painted aluminum (low gloss) C210 White white (fine-textured low gloss) C099 Custom finish	ACG Adjustable cable grippers BLK Black cord, cord manager and canopy (not available with F3) CP Chicago plenum (available with F1A only) DL Damp location label DU Dust cover ELH Emergency through wiring w/separate feed ELS Emergency through wiring w/single feed, shared neutral ELS2 Emergency through wiring w/single feed, separate neutrals GLR Fusing (fast blow) GMF Fusing (slow blow) MCS Matching feed canopy at support NYC New York City code SCEP Sculptured end cap SLP Sloped ceiling (for 10-45°, must be specified with F2, ACG and OJB options) XXXX Integrated sensor; choose options and obtain code on page 2

Notes:

- 1 Refer to photometric test for exact distribution
- 2 Available with 3-lamp cross section only
- 3 Not available in 347V
- 4 EL and EC are installed in last 4' of luminaire sections. Separate feed required unless ELS or ELS2 is specified

2246 5th Street, Berkeley, CA 94710 • Tel: 510.845.2760 • Fax: 510.845.2776 • Email: techsupport@peerlesslighting.com • PeerlessLighting.com

Cerra® 10 I/D

Indirect-Direct T8

Type:

Project:

Suspended

10CRM4

INTEGRATED NLIGHT MICRO SENSOR

Determine the appropriate sensor type, network type and sensor power source for your application. Enter the code in the Options section of the Catalog Number.

EXAMPLE: PDT1

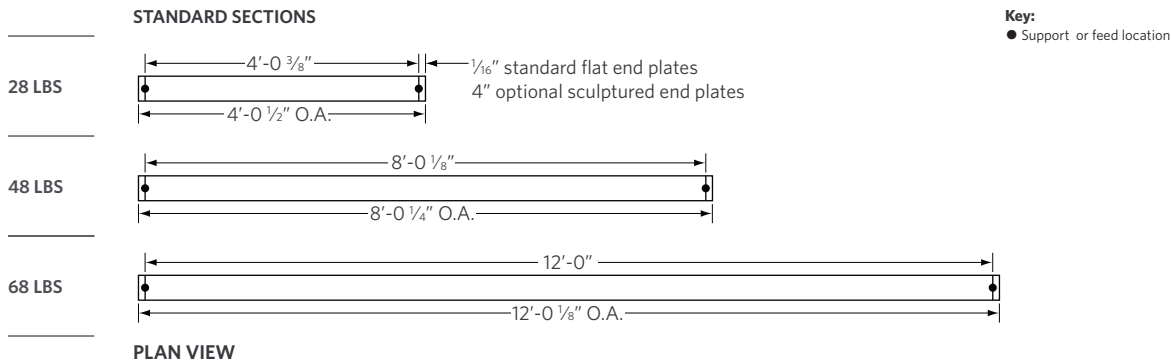
Sensor Type (choose one)	
ADC nLight model nES ADCX	Daylight Dimming Specify 0-10V dimming ballast No occupancy sensing
PDT nLight model nES PDT7 ADCX	Daylight Dimming and/or Occupancy Detection Specify 0-10v dimming ballast for daylight dimming Specify fixed-output ballast for occupancy detection only (daylight dimming disabled)

Network Type & Sensor Power Source (choose one)	
1*	nLight-Enabled (Network-Ready) with Luminaire-Integrated Power Pack 10' Cat-5e cable provided
2	Standalone Operation (No Networking) with Luminaire Integrated Power Pack No Cat-5e cable provided
3*	nLight-Enabled (Network-Ready) with Remote nLight Power Pack or nPanel 10' Cat-5e cable provided Order required remote nLight Power Pack or nPanel separately through nLight (Acuity Brands Controls)

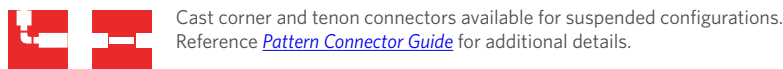
For more information about the Integrated nLight Micro Sensor, its capabilities and options, download the PDF guide at: PeerlessLighting.com/nLight-Sensor-Guide
*nLight-Enabled (network-ready) options include one RJ-45 connector on the luminaire and 10 feet of Cat-5e cable to control the entire luminaire row (depending on wattage/voltage limitations). The Cat-5e cable drop is located in the same section as the sensor. For multiple zones, please contact techsupport@peerlesslighting.com.

WEIGHTS & SUPPORT SPACING

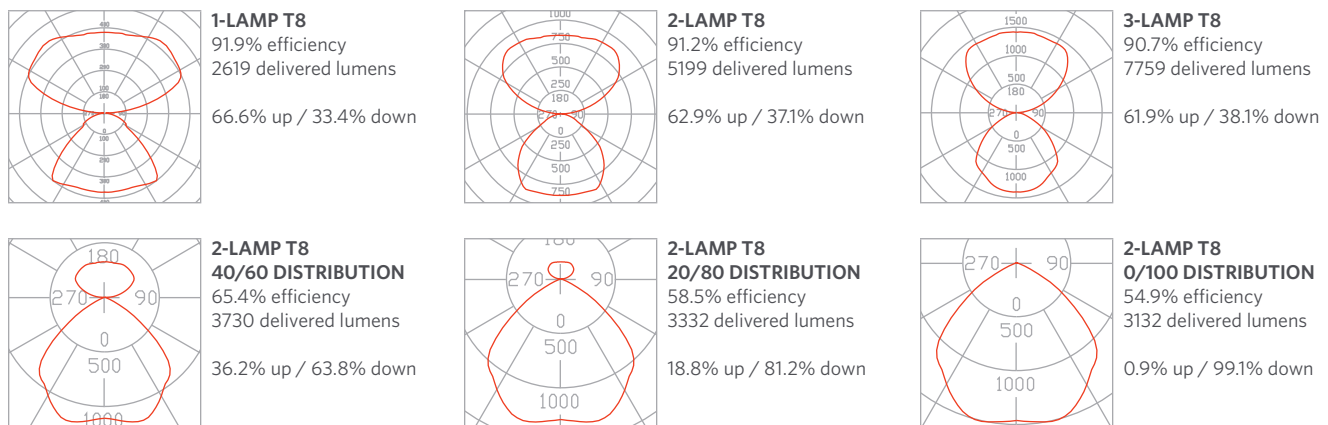
Suspension spacing equals section length. Consult factory for stem mounting suspension spacing.



CONFIGURATIONS



PHOTOMETRICS Actual performance may differ as a result of end-user environment and application.



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APPENDIX A

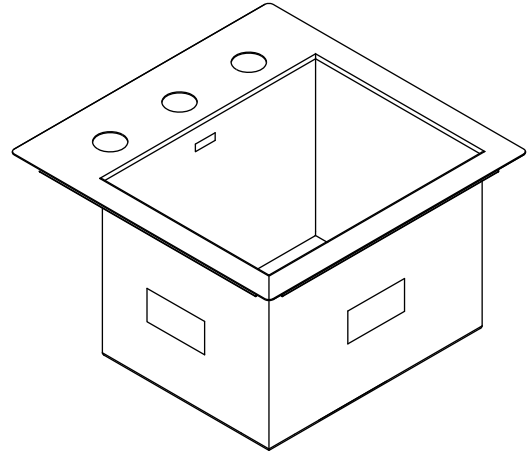
Plumbing Fixtures

Proposed fixtures for Design-Build plumbing

Features

- 18-gauge stainless steel
- Top-mount or under-mount
- Includes bottom bowl rack
- Includes installation hardware
- 15" (381 mm) x 15" (381 mm)

TOP-MOUNT/UNDER-MOUNT BAR SINK K-3840



Codes/Standards Applicable

Specified model meets or exceeds the following:

- ASME A112.19.3/CSA B45.4
- ADA
- ICC/ANSI A117.1

Colors/Finishes

- NA: None applicable

Accessories

- CP: Polished Chrome
- ST: Stainless Steel
- NA: None applicable
- Other: Refer to Price Book for additional colors/finishes

Specified Model

Model	Description	Colors/Finishes
K-3840-1	Top-mount/Under-mount bar sink – single-hole	<input type="checkbox"/> NA
K-3840-2	Top-mount/Under-mount bar sink – 2-hole	<input type="checkbox"/> NA
K-3840-3	Top-mount/Under-mount bar sink – 3-hole	<input type="checkbox"/> NA

Included Accessories		
K-2993	Bottom bowl rack	<input type="checkbox"/> ST

Optional Accessories				
K-8801	Duostrainer® sink strainer	<input type="checkbox"/> CP		<input type="checkbox"/> Other_____
1131881	Hardware kit for countertops with a 2-1/2" (640 mm) thickness or less		<input type="checkbox"/> NA	

Product Specification

The top-mount/under-mount bar sink shall be made of 18-gauge stainless steel. Sink shall include bottom basin rack and installation hardware. Sink shall be 15" (381 mm) in length, 15" (381 mm) in width. Sink shall be Kohler Model K-3840-_____-NA.

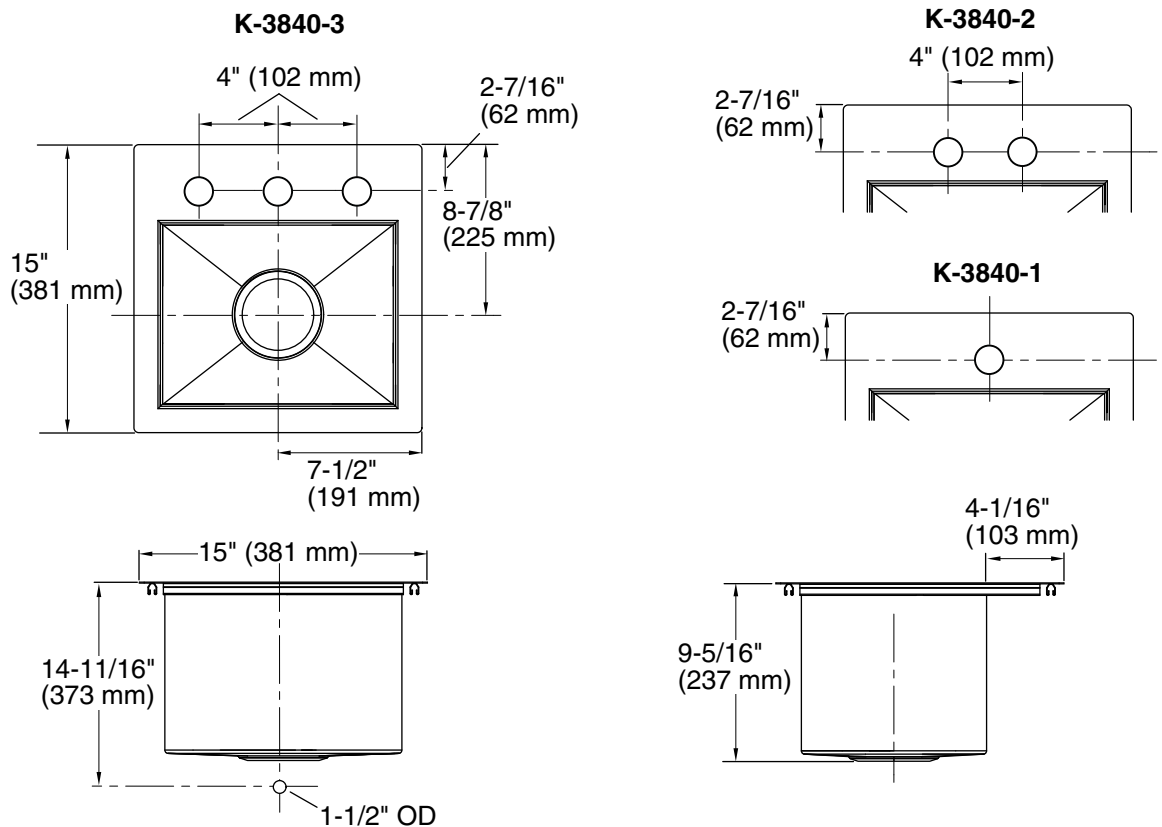
Technical Information

Fixture*:	
Bowl area	12-1/4" (311 mm) x 9-9/16" (243 mm)
Water depth	9" (229 mm)
Drain hole	Ø 3-5/8" (92 mm)
* Approximate measurements for comparison only.	

Included components:	
Hardware kit – top-mount	1130570
Cut-out template	1161548-7

Installation Notes

Install this product according to the installation guide.



Product Diagram

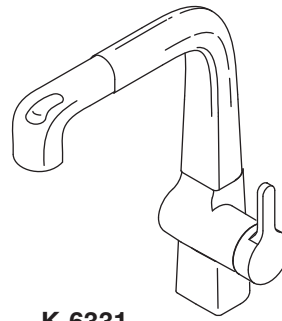
Features

- Metal construction
- One-piece, self-contained ceramic disc valve allows both volume and temperature control
- Temperature memory allows faucet to be turned on and off at any temperature setting
- High-temperature limit setting for added safety
- Three-function sprayhead with spray, aerated stream, and pause settings
- Promotion™ technology with nylon hose and ball joint for easy operation
- Lever handle
- Contemporary styling
- 360° spout rotation
- 9" (229 mm) or 8" (203 mm) swing spout reach
- Lower flow aerator options available (refer to the Kohler Price Book)
- 2.2 gallons (8.3 L) per minute maximum flow rate

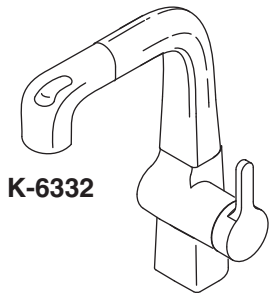
PULL-OUT KITCHEN SINK FAUCET

K-6331
ALSO K-6332

ADA



K-6331



K-6332

Codes/Standards Applicable

Specified model meets or exceeds the following at date of manufacture:

- ADA
- ASME A112.18.1/CSA B125.1
- ICC/ANSI A117.1
- Energy Policy Act of 2005
- NSF 61
- All applicable US Federal and State material regulations

Colors/Finishes

- CP: Polished Chrome
- Other: Refer to Price Book for additional colors/finishes

Specified Model

Model	Description	Colors/Finishes
K-6331	Pull-out kitchen sink faucet – 9" (229 mm) spout reach	<input type="checkbox"/> CP <input type="checkbox"/> Other _____
K-6332	Pull-out kitchen sink faucet – 8" (203 mm) spout reach	<input type="checkbox"/> CP <input type="checkbox"/> Other _____

Product Specification

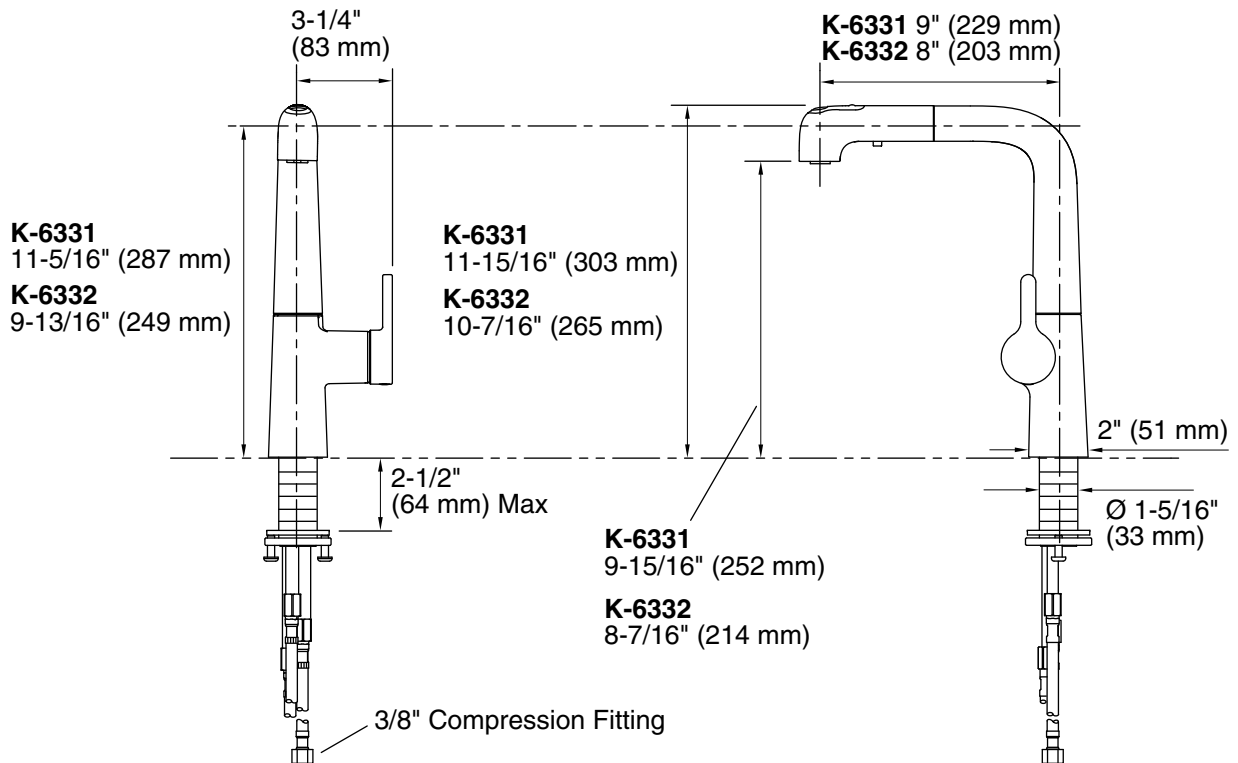
The contemporary pull-out kitchen sink faucet shall be of metal construction. Product shall have a maximum flow rate of 2.2 gallons (8.3 L) per minute with lower flow aerator options available (refer to the Kohler Price Book). Product shall feature a one-piece, self-contained ceramic disc valve, allowing volume and temperature control. Product shall feature temperature memory, allowing the faucet to be turned on and off at any temperature setting. Product shall feature a high-temperature limit setting for added safety. Product shall feature a 360° spout rotation. Product shall feature a three-function sprayhead with spray, aerated stream, and pause settings. Product shall feature Promotion technology with nylon hose and ball joint for easy operation. Product shall be available with a 9" (229 mm) or 8" (203 mm) swing spout reach. Pull-out kitchen faucet shall be Kohler Model K-_____-_____.

EVOKE™

Installation Notes

Install this product according to the installation guide.

ADA compliant when installed to the specific requirements of the regulation.

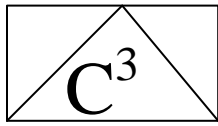


Product Diagram

APPENDIX B

Owner's Hazardous Material Survey

(Attached survey has its own lettered appendices)



Coleman Creek Consulting, Inc.

LIMITED ASBESTOS SURVEY

OF

**BRITT HALL ROOMS 311, 314, 314 (A-G)
1170 SISKIYOU BLVD., ASHLAND, OREGON**

FOR

SOUTHERN OREGON UNIVERSITY

INTRODUCTION

Coleman Creek Consulting, Inc. (CCC) was retained by Southern Oregon University (SOU) to perform a limited asbestos survey of Britt Hall Rooms 311, 314, and 314 (A-G) at the above address. The purpose of the survey was to determine the presence of asbestos containing materials, prior to renovation activities.

ASBESTOS SURVEY

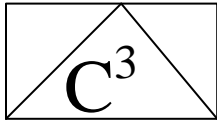
David W. Fawcett of CCC visited Britt Hall on May 8, 2014, and met with James McNamara, SOU Facilities. Mr. McNamara described the renovation work, which included replacement of the HVAC system above the drop ceiling, replacement of flooring, removal and addition of walls, and restoration of filled-in exterior windows. Mr. Fawcett collected representative bulk samples of suspect building materials from Britt Hall, 3rd Floor. See Site Sample Record Sheet (page 3) for a description of the samples and locations. Bulk sample locations are indicated visually on the Asbestos Sample Location Diagram in Appendix A. See representative photographs of sample locations in Appendix B. Bulk samples were sent overnight delivery to EMLab P&K for asbestos analysis.

ASBESTOS ANALYSIS

The bulk samples collected were analyzed for asbestos using EPA Method 600/R-93/116. The EMLab P&K Asbestos PLM Report is found in Appendix C.

ASBESTOS MATERIALS

Asbestos was reported in the 9" floor tile under the stage in Room 311. Floor tile remnants (assumed asbestos) were noted under the carpet at the threshold to Room 314E. Assumed asbestos floor tile may have been previously removed from Room 314 prior to installation of current floor tile and carpet. Mr. McNamara indicated the floor tile beneath the stage in Room 311 would not be impacted during renovation activities. All other samples submitted for analysis were reported none detected for asbestos.

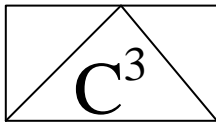


Coleman Creek Consulting, Inc.

RECOMMENDATIONS

The floor tile remnants under the carpet at Room 314E should be removed by a licensed asbestos abatement contractor or appropriate SOU trained staff with HEPA vacuum prior to renovation activities. If additional areas of floor tile remnants are uncovered during carpet removal, a licensed abatement contractor should be retained to perform the removal work. If materials not sampled in this survey are uncovered during renovation activities, a sample(s) should be collected and analyzed for asbestos content.

David W. Fawcett
Director of Asbestos Services



Coleman Creek Consulting, Inc.

SITE SAMPLE RECORD SHEET

BUILDING: Britt Hall
ADDRESS: 1170 Siskiyou Blvd.
Ashland, Oregon

DATE: 05-08-14
INSPECTOR: David W. Fawcett

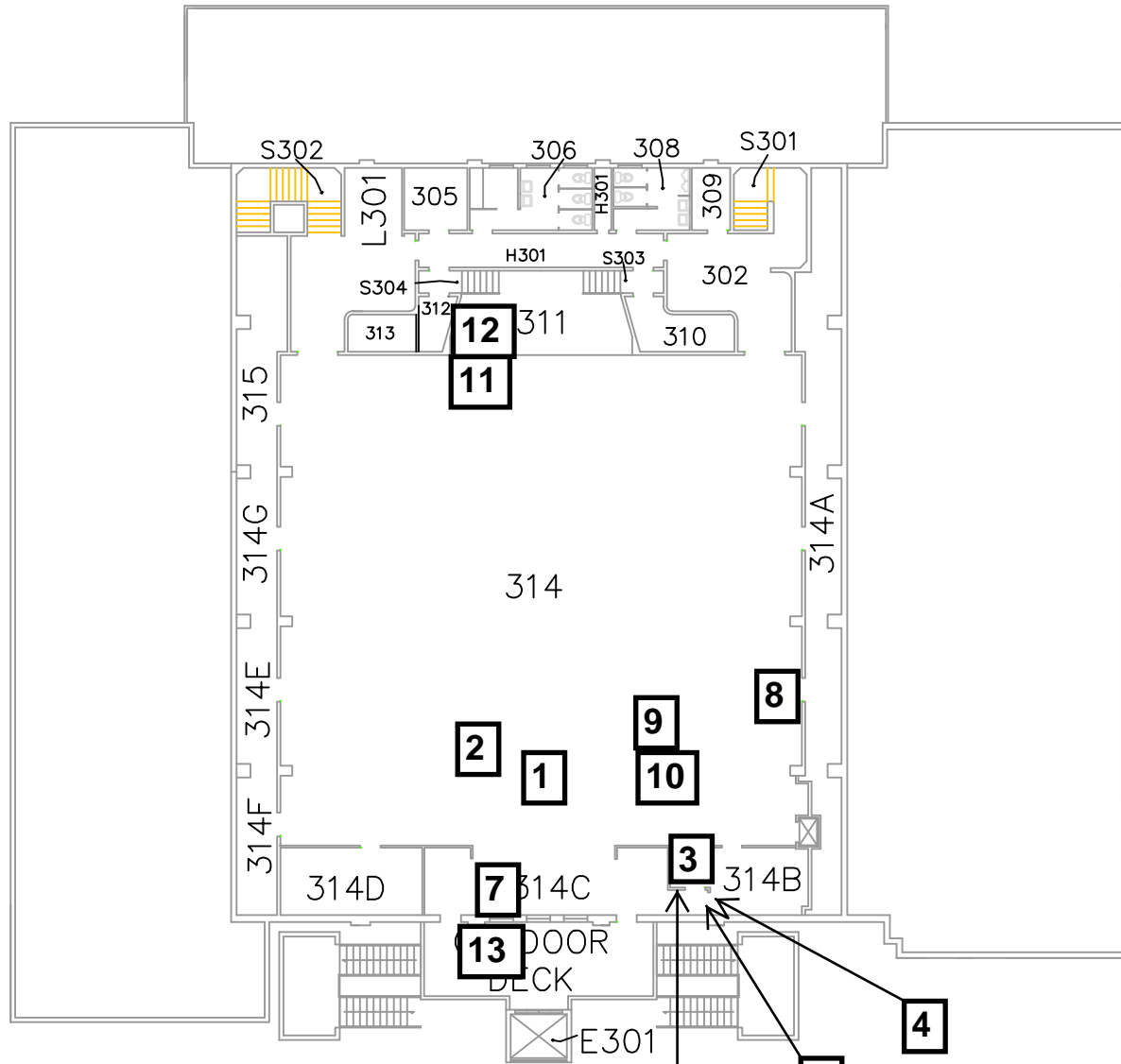
SAMPLE #	DESCRIPTION	LOCATION	FRIABLE
14-072A.1	2'x4' Ceiling Tile	Room 314, Drop Ceiling South End	Yes
14-072A.2	Drywall/Mud	Room 314, Drop Ceiling Hard Side	No
14-072A.3	Drywall/Mud/Texture	Room 314B Interior Wall	No
14-072A.4	Tan 4" Cove Base/Glue	Room 314B, Near Threshold	No
14-072A.5	Gray Vinyl Floor	Room 314B at Threshold	Yes
14-072A.6	Black 4" Cove Base/Glue	Room 314B, Exterior Wall	No
14-072A.7	Drywall	Room 314C Exterior Wall at Window Infill	No
14-072A.8	Carpet Glue/White Compound	Room 314 Under Carpet at Threshold	No
14-072A.9	12" Gray Floor Tile	Room 314, SE Seating Area, Top Layer	No
14-072A.10	Gray Flooring	Room 314, SE Seating Area, 2 nd Layer	No
14-072A.11	Black Mastic	Room 314 at Room 311, Under Carpet	No
14-072A.12	Tan 9" Floor Tile/Mastic	Room 311 Under Stage	No
14-072A.13	Cement/Texture	Outdoor Deck, Window Infill	No

Comments: Friability of a sample does not indicate presence or absence of asbestos. Floor tile remnants noted under carpet at threshold to Room 314E. Plywood noted beneath all flooring sample locations.

APPENDIX A

ASBESTOS SAMPLE LOCATION DIAGRAM

ASBESTOS SAMPLE LOCATION DIAGRAM



3 = Asbestos Sample Location

BRITT HALL

THIRD FLOOR PLAN
(second level above grade)



APPENDIX B

ASBESTOS SAMPLE PHOTOGRAPHS



Sample 14-072A.1, Ceiling Tile, Non-ACM



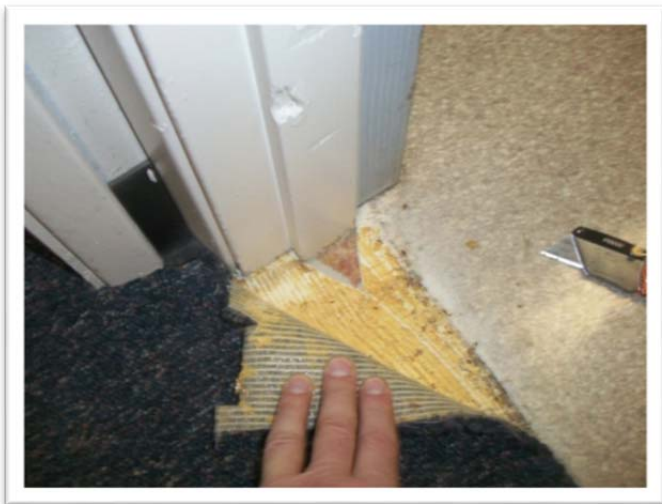
Sample 14-072A.2, Drywall/Mud, Non-ACM



Sample 14-072A.3, Wall Materials, Non-ACM



Sample 14-072A.4, Cove Base, Non-ACM



Sample 14-072A.5, Vinyl Floor, Non-ACM
Sample 14-072A.6, Cove Base, Non-ACM



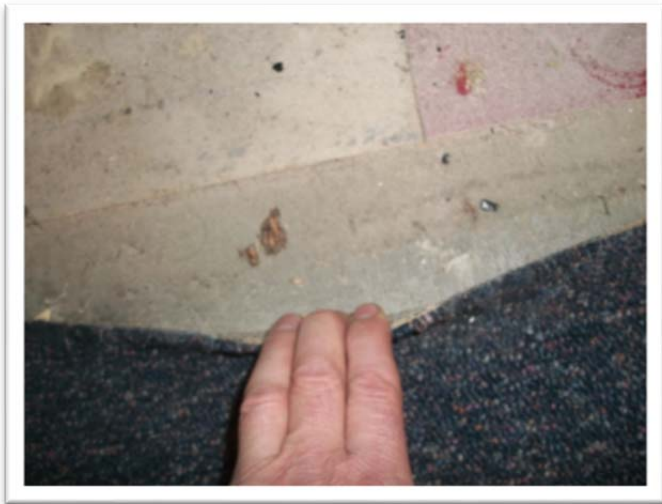
Sample 14-072A.7, Wall Materials, Non-ACM



Sample 14-072A.8, Carpet Glue/Cmpd, Non-ACM



Sample 14-072A.9, Floor Tile (Top), Non-ACM
Sample 14-072A.10, Gray Floor (2nd), Non-ACM



Sample 14-072A.11, Black Mastic, Non-ACM



Sample 14-072A.12, 9" Floor Tile, ACM



Sample 14-072A.13, Cement/Texture, Non-ACM



Assumed Asbestos Floor Tile, Room 314E Threshold

APPENDIX C

EMLAB P&K ASBESTOS PLM REPORT



Report for:

Mr. David Fawcett
Coleman Creek Consulting, Inc.
P. O. Box 1926
Phoenix, OR 97535

Regarding: Project: 14-072A; Britt Hall
EML ID: 1207161

Approved by:

Dates of Analysis:
Asbestos-EPA Method 600/R-93/116: 05-13-2014

Approved Signatory
Miguel Ines

Service SOPs: Asbestos-EPA Method 600/R-93/116 (EPA-600/M4-82-020 (SOP 01267))

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Coleman Creek Consulting, Inc.
 C/O: Mr. David Fawcett
 Re: 14-072A; Britt Hall

Date of Sampling: 05-08-2014
 Date of Receipt: 05-12-2014
 Date of Report: 05-13-2014

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Total Samples Submitted: 13

Total Samples Analysed: 13

Total Samples with Layer Asbestos Content > 1%: 1

Location: 14-072A.1

Lab ID-Version‡: 5484496-1

Sample Layers	Asbestos Content
Brown Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	75% Cellulose
Sample Composite Homogeneity:	Good

Location: 14-072A.2

Lab ID-Version‡: 5484497-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
White Compound	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: 14-072A.3

Lab ID-Version‡: 5484498-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
White Compound	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: 14-072A.4

Lab ID-Version‡: 5484499-1

Sample Layers	Asbestos Content
Gray Baseboard	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Coleman Creek Consulting, Inc.
C/O: Mr. David Fawcett
Re: 14-072A; Britt Hall

Date of Sampling: 05-08-2014
Date of Receipt: 05-12-2014
Date of Report: 05-13-2014

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: 14-072A.5

Lab ID-Version‡: 5484500-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Coleman Creek Consulting, Inc.
 C/O: Mr. David Fawcett
 Re: 14-072A; Britt Hall

Date of Sampling: 05-08-2014
 Date of Receipt: 05-12-2014
 Date of Report: 05-13-2014

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: 14-072A.6

Lab ID-Version‡: 5484501-1

Sample Layers	Asbestos Content
Dark Gray Baseboard	ND
Sample Composite Homogeneity: Good	

Location: 14-072A.7

Lab ID-Version‡: 5484502-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity: Good	

Location: 14-072A.8

Lab ID-Version‡: 5484503-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: 14-072A.9

Lab ID-Version‡: 5484504-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	ND
Sample Composite Homogeneity: Good	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Coleman Creek Consulting, Inc.
 C/O: Mr. David Fawcett
 Re: 14-072A; Britt Hall

Date of Sampling: 05-08-2014
 Date of Receipt: 05-12-2014
 Date of Report: 05-13-2014

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Location: 14-072A.10

Lab ID-Version‡: 5484505-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	ND
Gray Mastic	ND
Sample Composite Homogeneity: Good	

Location: 14-072A.11

Lab ID-Version‡: 5484506-1

Sample Layers	Asbestos Content
Dark Gray Debris	ND
Composite Non-Asbestos Content: 2% Cellulose	
Sample Composite Homogeneity: Good	

Location: 14-072A.12

Lab ID-Version‡: 5484507-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	3% Chrysotile
Dark Gray Mastic	ND
Sample Composite Homogeneity: Good	

Location: 14-072A.13

Lab ID-Version‡: 5484508-1

Sample Layers	Asbestos Content
Gray Cementitious Material	ND
Sample Composite Homogeneity: Good	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

