

UNIVERSITY OF OREGON

Oregon Institute of Marine Biology
Charleston Marine Life Center Wind Turbine

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OREGON UNIVERSITY SYSTEM

NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon (“Owner”) is accepting sealed bids for a public improvement project at **the office of University of Oregon Campus Planning, Design & Construction at 1295 Franklin Blvd, Eugene, OR 97403 until 1:00 PM, Pacific Time, June 25, 2014** (“Closing Date and Time”) for the Charleston Marine Life Center Wind Turbine project located on the campus of Oregon Institute of Marine Biology (OIMB), in Charleston, Oregon (“Project”). The Project includes the furnishing and installation of a 10 kW wind turbine on the OIMB campus to offset the power usage of the OIMB Charleston Marine Life Center.

A voluntary examination of the site and conditions will be conducted at **64366 Boat Basin Road (OIMB) at the intersection of Boat Basin Road and Chicken Loop Road on June 18, 2014**. Bidders shall meet with Owner’s Representative at **3:00 PM** for that purpose.

Bids will be opened and publicly read aloud **on June 25, 2014 at 1:30 PM, at 1295 Franklin Blvd, Eugene, OR 97403** 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/>)**.

Bid packets may be examined at **1295 Franklin Blvd in the office of Campus Planning, Design & Construction**.

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

OREGON STATE BOARD OF HIGHER EDUCATION

By: Jamie Moffitt, Vice President for Finance and Administration

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT 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 Public Improvement 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 (if any), Bid Form, Public Improvement Contract General Conditions, Supplemental General Conditions (if any), Sample Public Improvement Agreement Form, Performance Bond, Payment Bond, and the Plans and Specifications.

Article 2. Scope of Work

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

Article 3. Examination of Site and Conditions

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

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

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

Article 4. Substitute Materials Approval Process

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

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

4.3 Within a reasonable time after receiving such a request the Owner (or Architect if so designated) will consider whether the Substitution sought by Bidder is of equal value or 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 Owner at any time prior to three calendar days prior to the Closing Date and Time.

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

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

Article 6. Execution of the Bid Form

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

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

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

received at the time and place stated in the Advertisement for Bids.

Article 9. Bid Closing and Opening of Bids

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

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 of the three lowest Bidders for a period of 30 calendar days from the time of Bid opening pending award of the Contract.

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

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

Article 11. Withdrawal of Bid

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

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

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

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

Article 13. Recyclable Products

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
BID FORM

OUS CAMPUS: Oregon Institute of Marine Biology (University of Oregon) in Charleston, OR

PROJECT: Charleston Marine Life Center Wind Turbine

BID CLOSING DATE: June 25, 2014 at 1:00 PM

BID OPENING: June 25, 2014 at 1:30 PM

FROM: _____
Name of Contractor

TO: The State of Oregon, acting by and through the Oregon State Board of Higher Education,
on behalf of the University of Oregon ("Owner")

Campus Planning, Design & Construction
Attn: Emily Eng
1295 Franklin Blvd
Eugene, OR 97403

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

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

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

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

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

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

_____ Dollars (\$ _____),

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

- Advertisement for Bids
- Instructions to Bidders
- Supplemental Instructions to Bidders, if any
- OUS Public Improvement General Conditions
- UO Supplemental General Conditions
- Sample Public Improvement Agreement Form
- Performance Bond and Payment Bond
- Plans and Specifications
- Prevailing Wage Rates
- Payroll and Certified Statement Form
(found at http://egov.oregon.gov/BOLI/WHD/PWR/W_PWR_Forms.shtml)
- Any ADDENDA numbered ____ through ____, inclusive (*fill in blanks*).

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

ALTERNATE #1: Provide an alternate price for the entire turbine installation with a 140-foot lattice tower instead of an 80-foot monopole tower.

Alternate Price: \$ _____

3. The work shall be completed within the time stipulated and specified in the Project Manual.

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. 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.

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

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

NAME OF FIRM _____

ADDRESS _____

FEDERAL TAX ID _____

TELEPHONE NO _____

FAX NO _____

SIGNATURE 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

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

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

OREGON UNIVERSITY SYSTEM
SUPPLEMENTAL GENERAL CONDITIONS

To The
GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS

Contract Name: _____
Project Name _____

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

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

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work or General Conditions, including without limitation such Overhead expenses as wages or salary of personnel primarily at the Contractor’s principle place of business, Contractor's office costs and supplies at Contractor’s principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

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

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

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

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

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

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

OREGON UNIVERSITY SYSTEM

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

July 1, 2012

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

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

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders, Supplemental Instructions to Bidders, the OUS Public Improvement Contract, OUS Public Improvement General Conditions, Public Improvement Supplemental General Conditions, if any, the accepted Bid, Plans, Specifications, Change Orders, and Construction Change Directives.

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

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

CONTRACT TIME, means any incremental period of time allowed

under the Contract to complete any portion of the Work as reflected in the project schedule.

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

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

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

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

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

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

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

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work,

including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices and supplies at the job site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the job site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
- (a) Contract Change Orders and Construction Change Directives, with those of later date having precedence over those of an earlier date;
 - (b) The Public Improvement Supplemental General Conditions;
 - (c) The OUS Public Improvement Contract;
 - (d) The OUS Public Improvement General Conditions;
 - (e) Division One (General Requirements) of the Specifications;
 - (f) Detailed Schedules of finishes, equipment and other items included in the Specifications;
 - (g) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
 - (h) Large-scale drawings on Plans;
 - (i) Small-scale drawings on Plans;
 - (j) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
 - (k) The Solicitation Document, and any addenda thereto;
 - (l) The accepted Bid.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract

Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

A.5 INDEPENDENT CONTRACTOR STATUS

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

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

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

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

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

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

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws pertaining to the Work and the Contract. Failure to comply with such

requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable:

(i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or this Contract when performing the Work.

B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987."

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

B.7.1 Owner shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations shall have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

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

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting

records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these OUS Public Improvement General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

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

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor shall coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise

between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

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

B.15 GOVERNING LAW

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

B.16 LITIGATION

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

B.17 ALLOWANCES

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

B.17.2 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

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

B.22 NO THIRD PARTY BENEFICIARIES

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

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

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

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

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

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

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

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the

Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

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

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

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

- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the public contracting agency under such contract.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

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

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

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

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

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

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

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

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

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

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

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

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

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner’s request for additional Work. If Contractor’s request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor’s requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without

limitation Contractor’s claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor’s request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

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

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

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

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

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

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

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

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

- (a) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) To the extent caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agree that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) To the extent caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties

agree that rainfall greater than the following levels cannot be reasonably anticipated:

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

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

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

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

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

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

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

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these OUS Public Improvement General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is

made in accordance with these time requirements, it shall be waived by Contractor.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly

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

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

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

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

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within

fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

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

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

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

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

Signed: _____
Dated: _____"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

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

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

E.5.1.2 Contractor may request in writing:

(a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;

(b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or

(c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

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

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

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

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

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt

of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

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

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner.

Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

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

F.3 CUTTING AND PATCHING

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

F.4 CLEANING UP

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

the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

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

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

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

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

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

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and members of the press or State, local or federal officials other than Owner.

(f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

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

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

F.7 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1., (b) any accident or occurrence which happens or is alleged to have happened in or about the

project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

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

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

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

G.3 INSURANCE

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

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include

Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

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

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

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

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

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon execution of this Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in the amount of \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than

\$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on site.

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

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor acknowledges and agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

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

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

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

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, with labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the

Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion. **H.3 PARTIAL OCCUPANCY OR USE**

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

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner

determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 shall negate guarantees or warranties for periods longer than one year including, without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
 - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner; or
- (f) If Contractor is otherwise in breach of any part of the Contract.
- (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

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

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of Owner or the public.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

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

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

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

K.3 COMPLETION NOTICES

K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the approved notices. The notices shall take effect on the date they are signed by the Owner.

K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

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

K.5 EXTRA MATERIALS

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

K.6 ENVIRONMENTAL CLEAN-UP

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

K.7 CERTIFICATE OF OCCUPANCY

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

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

K.9 SURVIVAL

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

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

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon, 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:* \$ _____
** If using multiple sureties* Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon, 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

OREGON UNIVERSITY SYSTEM SAMPLE PUBLIC IMPROVEMENT CONTRACT

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

WITNESSETH:

1. Contract Price, Contract Documents and Work.

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

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

[] (RESERVED)

2. Representatives.

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

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

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

3. Key Persons.

CONTRACTOR's personnel indicated below 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.

4. Contract Dates.

COMMENCEMENT DATE: Within **(Insert # of Days)** days of the execution of the Contract ("Execution").

SUBSTANTIAL COMPLETION DATE: **(Insert # of Days)** from Contract Execution **(or a date certain)**.

FINAL COMPLETION DATE: **(Insert # of Days)** from Contract Execution **(or a date certain)**.

5. Tax Compliance.

The individual signing on behalf of CONTRACTOR hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of CONTRACTOR's knowledge, the CONTRACTOR is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

6. Liquidated Damages. **[OPTIONAL]**

Failure to complete the Work by the time specified in this Contract will result in actual damages to the OWNER. Since actual damages will be difficult or impossible to determine, it is agreed that the CONTRACTOR shall pay OWNER, not as a penalty but as liquidated damages **(Insert Dollar Value)** per Day for each Day elapsed in excess of the Substantial Completion Date.

6/7. Integration

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

In witness whereof, the State of Oregon, acting by and through the Oregon State Board of Higher Education on behalf of **(Insert Institution)** executes this Contract and the CONTRACTOR does execute the same as of the day and year indicated below.

CONTRACTOR DATA:

(Insert Contractor Name & Address)

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

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

CONTRACTOR SIGNATURE

By _____
Signature Date

Print Name Title

STATE OF OREGON acting by and through the
OREGON STATE BOARD OF HIGHER EDUCATION
on behalf of **(Insert Institution)**

By _____
Name/Title Date

By _____
Name/Title Date

Public Improvement Contract Change Order
[University]

PROJECT _____

CONTRACTOR _____ CONTRACT NO. _____

[ARCHITECT/ENGINEER] _____ CONTRACT DATE _____

This Change Order shall be incorporated into the Contract only upon Owner's authorization in Section IV.

<p><u>I. Proposal Request</u></p>	<p>Owner requests Contractor's proposed cost to perform the changes to the Work outlined below ("Request"):</p> <ol style="list-style-type: none"> 1. Describe Proposed Changes 2. Necessity For Proposed Changes 3. Origin of Proposed Change [error/omission/unforeseen/regulatory/University requirement/unavailable materials/other] <p>By: _____ Date: <u>July 12, 2012</u></p> <p align="center">[Project Manager]</p>
<p><u>II. Contractor's Proposal</u></p>	<p>Contractor proposes to perform all changes described in the Request for a total [not to exceed amount ADDITION/DEDUCTION] to the Contract Price of:</p> <p>_____, (\$ _____)</p> <p>The above amount covers all Work contemplated in this Change Order. All provisions of the Contract shall remain in full force and effect, except as specified in the description of this Change Order. Contractor agrees that no invoices requesting payment for Work performed as set forth in the Request will be paid prior to authorization of this Change Order.</p> <p>By: _____ Date: _____</p> <p align="center">[Contractor]</p>

III.
Recommendation

To: [Department]
Owner has carefully examined Contractor's proposal and found it to be in order and reasonably priced based on the contemplated Changes. We therefore recommend its acceptance. Following is a summary of the new Contract Price.

Original Contract Price	\$
Previous Additions	\$
Previous Deductions	\$
Previous Total	\$
This Change Order	\$
New Total Contract Price	\$

By _____ Date _____
[Manager, Capital Construction]

IV.
Authorization

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of [University] hereby accepts Contractor's proposal and authorizes the performance of the changes specified in this Change Order for the price included herein.

Authorized by:

_____ Date _____

[Title],
[Department], [University]

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

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

Effective: January 1, 2014

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

As Amended: April 1, 2014

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

CapCon MWESB Subcontractor Report

REPORT BEING SUBMITTED	
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OVERALL PROJECT DATA

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

CALCULATED REPORTING DATA (Self Calculating - No Data Entry)

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

CERTIFIED MWESB TOTALS

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

SELF-IDENTIFIED or OTHER CERTIFIED MWESB TOTALS

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

OVERALL PROJECT CONTRACT HISTORY

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

FOR OFFICIAL USE ONLY:

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

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

Purpose of File:

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

General Information on how to use the file:

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

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

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

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

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

Saving your file:

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

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

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

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

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

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

Filling Out the Form:

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

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

MORE THAN ONE OF THE FOLLOWING CATEGORIES CAN BE SELECTED:

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

Submitting your Form:

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

University of Oregon
Oregon Institute of Marine Biology
Charleston Marine Life Center Wind Turbine
Project Manual

The Project includes the furnishing and installation of a 10 kW wind turbine on the OIMB campus to offset the power usage of the OIMB Charleston Marine Life Center. The scope of services and minimum specifications are included below:

- 1) Equipment includes:
 - a. Wind turbine and all required parts for operation, including but not necessarily limited to inverters, controller, and diversion load, all within a 10-year warranty. Includes service disconnect switch and lightning/surge protection.
 - b. Self-supporting 80-foot monopole tower, including anchor bolts and template.
 - c. Provide alternate price for a self-supporting 140-foot lattice tower, including anchor bolts and template. See Alternate #1 on the bidding form.
 - d. Data acquisition kit including anemometer, boom, hardware mounting kit, and transmission wire.


- 2) Design services include:
 - a. Site selection based on the site survey, Foundation Investigation (geotechnical) report, and Coos County Conditional Use Approval.
 - b. Utility locates.
 - c. Foundation and tower design, based on the soil conditions documented in the Foundation Investigation (geotechnical) report by L.R. Squier Associates, Inc., dated October 2, 1985.
 - d. Construction drawings for tower, foundation, and turbine, PE-stamped by an Oregon-licensed engineer.
 - e. Coordinate with Owner to allow decorative LED lighting feature on turbine and/or tower.
 - f. Provide hourly rate for additional engineering services for the tower if site-specific conditions are discovered.

- 3) Installation includes:
 - a. All construction and site preparation work necessary for complete system installation.
 - b. Furnishing and installation of the turbine and tower.
 - c. Foundation and footings.
 - d. Coordinate with Owner to allow installation of decorative LED lighting feature on turbine and/or tower.
 - e. Permitting, including permit fees.
 - f. Testing of equipment.
 - g. Connection to power grid via existing panel at the Charleston Marine Life Center. An existing spare conduit (4") is available under Boat Basin Road.
 - h. Any necessary tree removal or moving of light poles.
 - i. Application engineering.
 - j. Repair of any improved surfaces that are disturbed during construction.
 - k. Completion of installation (turbine is operational) by October 31, 2014.

University of Oregon
Oregon Institute of Marine Biology
Charleston Marine Life Center Wind Turbine
Project Manual

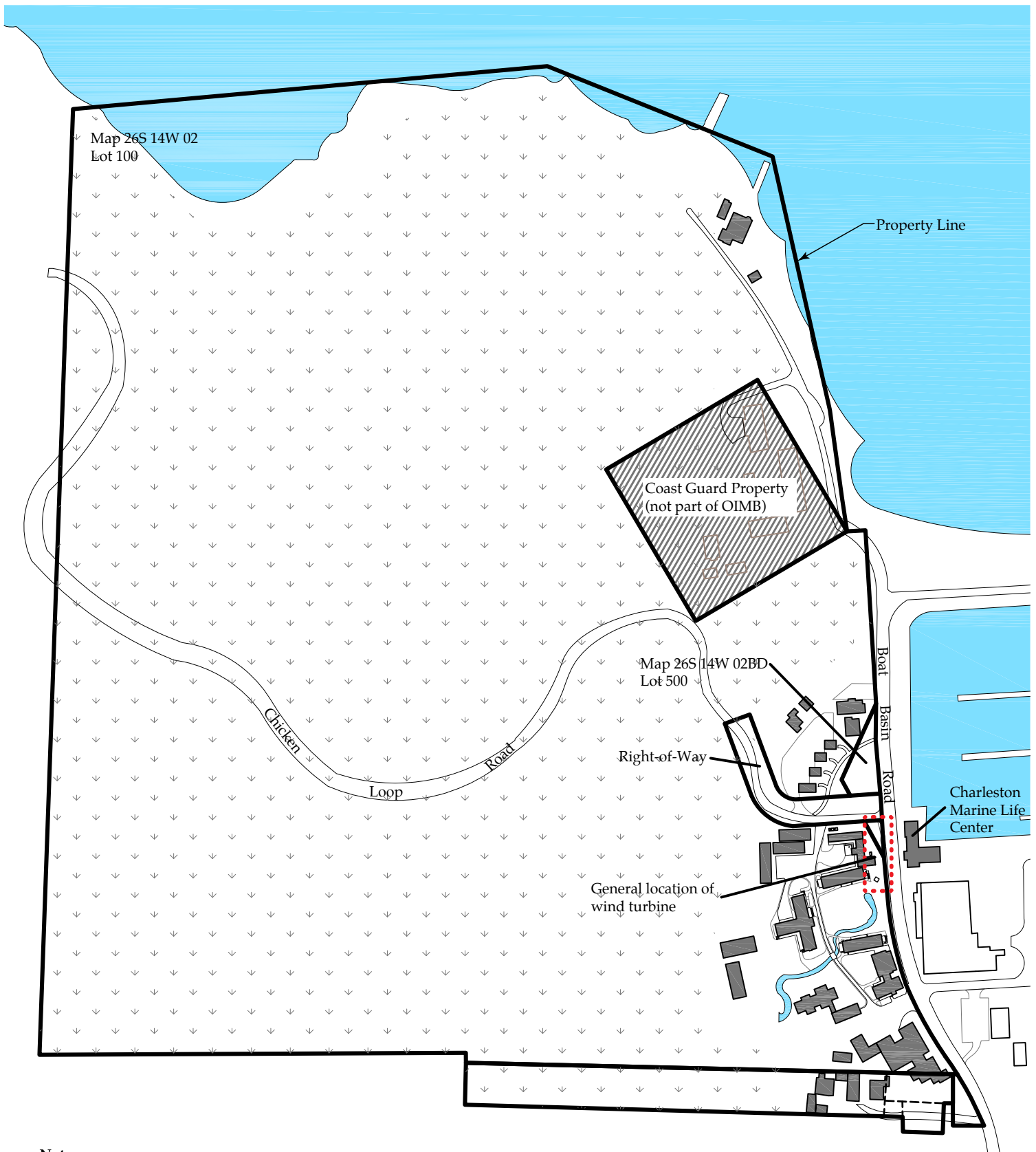
- 4) Other services include:
 - a. 10-year extended customer care plan from the turbine manufacturer.
 - b. Paperwork required by Pacific Power:
 - i. For approval of the panel connection (see attached form).
 - ii. Inspection documentation after electrical inspection.
 - c. Change request paperwork required by Blue Sky (Pacific Power) grant if proposing connection to an electrical panel other than that of the Charleston Marine Life Center (see attached form).
 - d. Coordinate with Energy Trust of Oregon and complete ETO paperwork for project incentives (contractor must be on ETO's list of trade allies).

Minimum specifications for turbine and/or tower include:

- 1) Turbine is eligible for Energy Trust of Oregon incentives.
- 2) Performance:
 - a. Rated power of 9.2 kW (at 11 m/s)
 - b. Rated power of 10.1 kW (at 12 m/s)
- 3) Electrical Interconnect:
 - a. Three phase grid voltages supported: 208Y120, 240 Δ
 - b. 480Y277 VAC, 60 Hz (US Grid Support)
 - c. Three phase inverter type: 3 x SMA Windy Boy 5000 W inverter (WB5000A)
 - d.  UL 1741/IEEE-1547
- 4) Operating Environment:
 - a. Controller and enclosure installation environment: Outdoor
 - b. Diversion load installation environment: Outdoor (no direct rain/snow).
 - c. Corrosion protection for deployment in coastal marine environment with no direct salt spray.
 - d. Includes exterior grade cabinets for all equipment.
- 5) Build Colors, Appearance, and Scale:
 - a. Neutral color(s) for body, blades, and tower.
 - b. Logo shall not dominate appearance of turbine.
 - c. No logo on the tower.
 - d. Turbine blade diameter not to exceed a scale of approximately 24 feet.
 - e. Turbine length (from tip of nose to end of tail) not to exceed a scale of approximately 16 feet.

University of Oregon
Oregon Institute of Marine Biology
Charleston Marine Life Center Wind Turbine
Project Manual

- 6) Noise Level Maximums:
 - a. Declared apparent emission sound level at 8 m/s: 91 dB(A)
 - b. Reference 25m sound level at 8 m/s: 57 db(A)
 - c. Reference 60m sound level at 8 m/s: 47.5 dB(A)



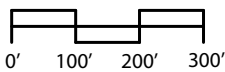
Notes:

Tax lots 100 and 500 are both owned by the University of Oregon (State of Oregon).

The property lines shown are not based on a survey.



Scale: 1" = 300'



DRAWN

05/29/14

by UO Campus Planning,
Design & Construction

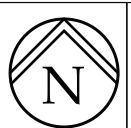
Property Map
Charleston Marine Life Center Wind Turbine

Oregon Institute of Marine Biology
62466 Boat Basin Rd. Charleston OR, 97420



Legend	○ Utility Pole	▭ Propane Tank	▨ Gravel Path
	● Light Pole	— Property Lines	▨ Sidewalk
	⊕ Fire Hydrant	- - - Fence	

Notes:
 This drawing is diagrammatic and not based on a survey.
 Turbine to be located within property line (no property line setback required by land use code).



Scale: 1" = 20'
 0' 5' 10' 20'

DRAWN 05/29/14
 by UO Campus Planning,
 Design & Construction

Proposed Location Options
Charleston Marine Life Center Wind Turbine
 Oregon Institute of Marine Biology
 62466 Boat Basin Rd. Charleston OR, 97420



Coos County Planning Department

Coos County Courthouse Annex, Coquille, Oregon 97423
Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423
Physical Address: 225 N. Adams, Coquille, Oregon
(541) 396-7770
FAX (541) 396-1022 / TDD (800) 735-2900
planning@co.coos.or.us
Jill Rolfe, Planning Director

COOS COUNTY PLANNING COMMISSION NOTICE OF DECISION

Date: May 8, 2014

University of Oregon,
Oregon Institute of Marine Biology
1276 University of Oregon
Eugene OR 97403

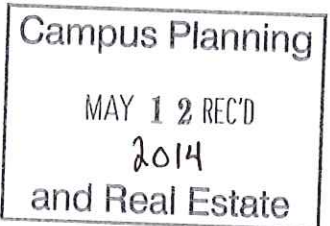
Emily Eng, Planning Associate
Campus Planning Design & Construction
1276 University of Oregon
Eugene OR 97403

RE: File No. HBCU-14-02, Utility Facility, Generation of Power, not for public sale (Wind Turbine)

This is an official Coos County Planning Commission Notice of Decision for the above-referenced application. The Planning Commission held a public hearing on May 1, 2014, and made the following decision:

File No. HBCU-14-01

- Approve without Conditions
 Approved with conditions (see conditions in the attached report)
 Denied



COOS COUNTY PLANNING COMMISSION



Joe Cortez, Chair

The Planning Commission's decision is final unless appealed in writing to the Board of Commissioners within 15 days from the Date of Mailing as noted below. This means appeals must be received in the Planning Department by 5:00 p.m. on the date of the appeal deadline identified below in order to be considered. The Notice of Appeal (NOA) shall be filed pursuant to CCZLDO Section 5.8.223, and shall be accompanied by a written statement of the grounds for the appeal and the required filing fee. Appeals before the Board of Commissioners may be limited to the record with no additional testimony or evidence considered. If this is an amendment or rezone application there will be another hearing to take testimony and evidence. For detailed information on this matter and the decision, see the attached report or contact a staff member (contact information is listed in the header of this page). NOA can be found on our webpage http://www.co.coos.or.us/Portals/0/Planning/Applications%20and%20Forms/Appeal_Form_Chapter_5.pdf

Date of Decision: May 1, 2014
Date of Mailing: May 8, 2014
Appeal Deadline: May 23, 2014 (5:00 p.m.)

FACTS OF THE MATTER:

The property is located off of Boat Basin Drive, north of the unincorporated community of Charleston, west of the City of Coos Bay and is described as Township 26S Range 14W Sections 02/02BD Tax Lots 100/500.

The property was lawfully created in accordance with LDO § 3.3.800(2). The property was deeded to the University of Oregon as found in Book 140, Page 273 located in the County Clerk’s office of Coos County. The property is currently zoned Commercial, Forest and lies within the Coos Bay Estuary Management Plan. However, the current project will be sited within the commercial zoning district only.

The subject property is 102.98 acres. A small portion of the property is being used as a University facility, including classrooms, laboratories, and student housing. The portion of the property where the proposed project is to be sited lies within the C-1 zone and will not affect the remainder of the property. The greater portion of the property remains forested and is undeveloped. There is a roadway that transverses the property generally east to west and lies a little south of the center of the property. Properties to the west and southwest are zoned forest. Properties to the southeast of the subject property are zoned Urban Residential -2 (UR-2). The properties to the east and north are zoned Coos Bay Estuary Management Plan (CBEMP). The subject property abuts the Urban Unincorporated Community Boundary line of Charleston.

The subject property has the following special considerations:

- Areas of cultural and archaeological interest to the local Indian Tribes
- Historical sites and buildings
- Significant botanical areas

In addition there are flood zone and forest mixed use overlays on portions of the subject property. The proposed use is not in either the flood zone or the mixed use overlays.

FINDINGS TO THE APPLICABLE REVIEW CRITERIA

LDO	§ 4.2.600	Commercial-Industrial uses
Commercial-Industrial Use	Zone: C-1	
Generation of power not for public sale	*C-7	**“C” indicates a Hearings Body Conditional use **“7” indicates the review standard in 4.2.900

FINDING: The proposed use is a use conditioned upon hearing by the Coos County Planning Commission. The applicant has submitted an application and a hearing has been set; therefore, meeting this criteria.

LDO	§ 4.2.900(7)	The proposed use must be found compatible with surrounding uses or may be made compatible through the imposition of conditions.
-----	--------------	---

FINDING: There are no setbacks in the Commercial zoning districts, unless the property abuts residential properties. The proposed project and the subject property do not abut residential properties.

There are no height restrictions; therefore, the proposed wind turbine will be permitted at either proposed height. The applicants have addressed the noise issue in relation to compatibility with the surrounding uses. Visiting other sites where similar wind turbines were located, the applicants found that at medium speeds (13-16 mph), there can be moderate grinding noise. The applicant's team reported that the average decibel levels were between 50 and 90, while standing at the base of the turbine. Noise that is at 50-70 decibels is roughly similar to normal conversation. Noise that is at 90 decibels is roughly similar to a power motor. Noise level decreases the farther away one moves from the turbine. Planning Staff recommends that the Planning Commission finds the proposed project to be compatible with the commercial area.

LDO	§ 4.7, Table 4.7a(3)	Historical/Archeological Sites & Structures
-----	----------------------	---

- 3 a. Manage these for their original resource value.**
- b. Development proposals in identified archaeological areas must have a “sign-off” by qualified person(s).**
- c. Historical structures and sites can only be expanded, enlarged or modified if Coos County finds the proposal to be consistent with the original historical character of the structure or site.**

FINDING: The subject property lies within a significant botanical area but this project is in a developed area and will not impact the Spruce, Alder woods or the saltmarsh. The property lies within an area of historical sites and buildings. Pursuant to Table 4.7a(3)(c) "Historical structures and sites can only be expanded, enlarged or modified if Coos County finds the proposal to be consistent with the original historical character of the structure or the site. The proposal will be built to blend into the campus and is consistent with its original historical character. The Confederated Tribes of Coos, Siuslaw, and Lower Umpqua Indians have been previous notified of projects within the proposed area. They have had no objections to development on this site, but have requested that they be notified immediately if any known or suspected cultural resources are encountered during work. This should be a condition of approval. These criteria have been met.

The Planning Commission did urge the applicants to choose the site farthest from the road and consider a fence for security.

MOTIONS / DECISIONS

The Planning Commission unanimously voted to approve File No. HBCU-14-02 Utility Facility, Generation of Power, not for public sale (Wind Turbine) with conditions.

Questions regarding this decision need to be directed to the Coos County Planning Department by phone at (541) 396-7770, e-mail at planning@co.coos.or.us, by mail at 250 N. Baxter, Coquille, Oregon, 97423 or visiting the office at 225 N. Adams St. Coquille OR.

CONDITIONS OF APPROVAL

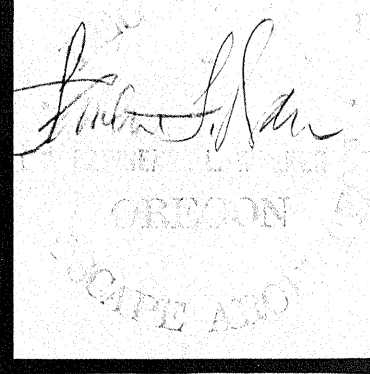
- 1. Pursuant to ORS 215.416(1), the fees charged by the Planning Department for permit applications represent the average cost of processing the application. If the actual cost of processing exceeds the average cost, then the applicant shall be responsible for paying the full amount. If such an amount is due, it must be paid before a zoning compliance letter can be issued.
- 2. The wind turbine must be sited in either of the 2 proposed areas.
- 3. The Confederated Tribes of the Coos, Siuslaw, and Lower Umpqua Indians should be

notified immediately if any known or suspected cultural resources are encountered.

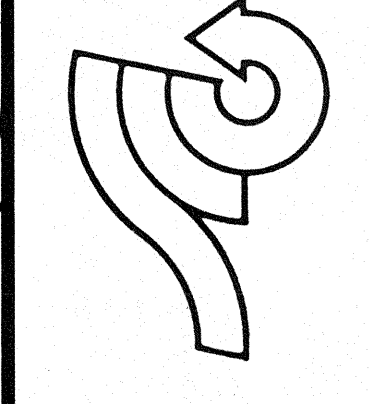
4. A Zoning Compliance Letter must be obtained from the Planning Department prior to siting the wind turbine and applying for permits from the State Building Codes Division.

CC: Applicant/Owner
Parties
Planning Commission

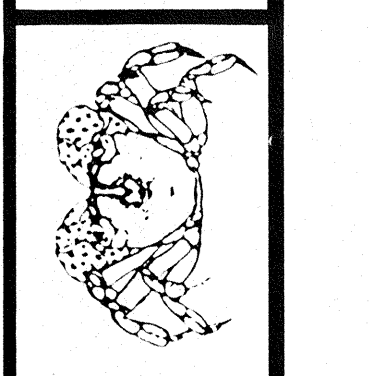
EC: Dave Perry, DLCD
Counsel's Office



SRG Partnership PC
Architects & Planners
630 S.W. Yamhill Street
Portland, Oregon 97204
Tel: (503) 222-1917



Walker & Macy
Architects & Planners
1222 Commercial Street
Portland, Oregon 97204
Phone: (503) 226-2000

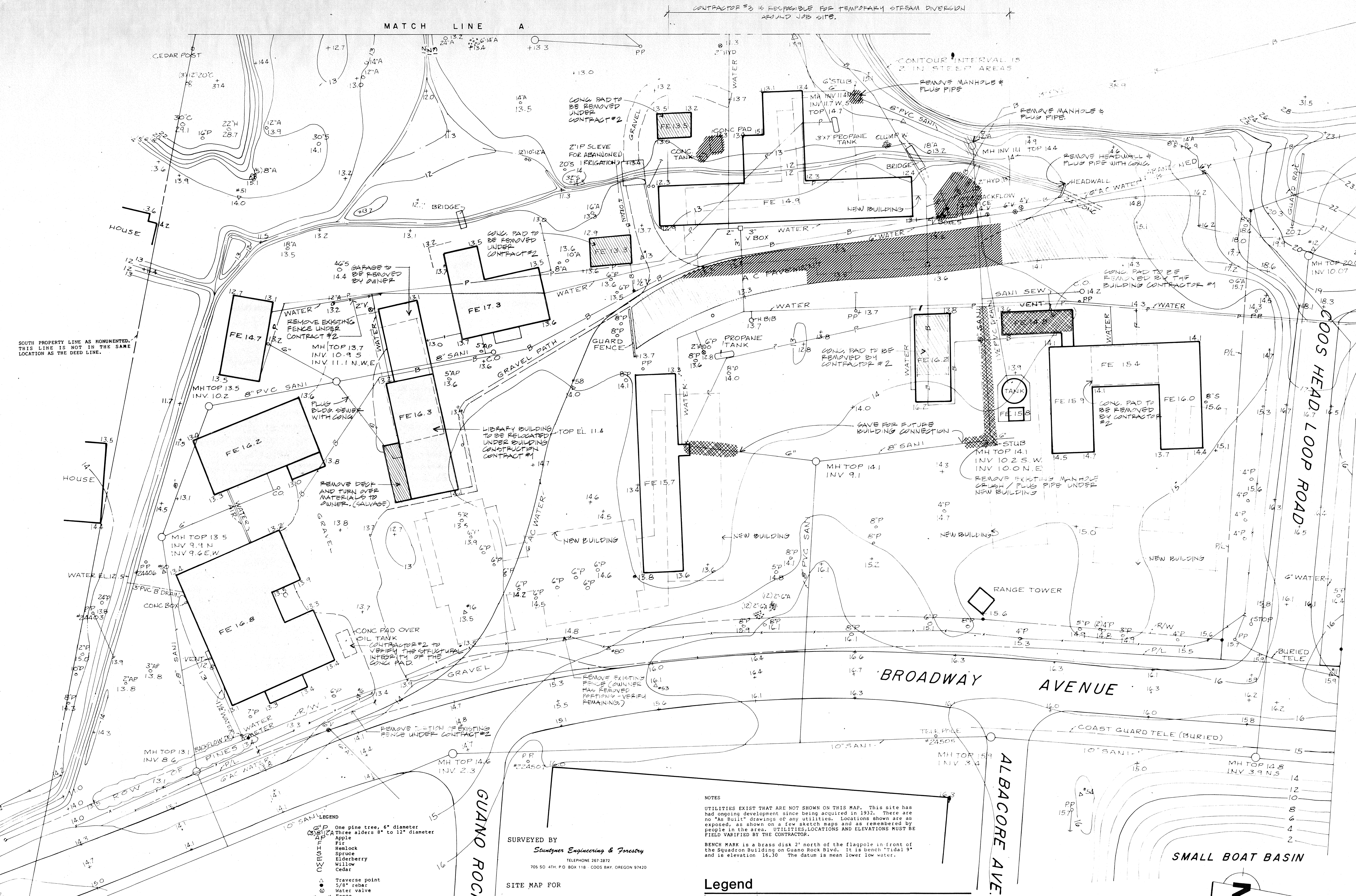


O.I.M.B.
Oregon Institute of Marine Biology
Charleston, Oregon

SITE DEMOLITION - SOUTH PARCEL

Revised
Job No. 8460
Date March 10, 1986
Sheet

L1.1



SOUTH PROPERTY LINE AS MONUMENTED - THIS LINE IS NOT IN THE SAME LOCATION AS THE DEED LINE.

NOTES
UTILITIES EXIST THAT ARE NOT SHOWN ON THIS MAP. THIS SITE HAS HAD ONGOING DEVELOPMENT SINCE BEING ACQUIRED IN 1932. THERE ARE NO "AS BUILT" DRAWINGS OF ANY UTILITIES. LOCATIONS SHOWN ARE AS EXPOSED, AS SHOWN ON A FEW SKETCH MAPS AND AS REMEMBERED BY PEOPLE IN THE AREA. UTILITIES LOCATIONS AND ELEVATIONS MUST BE FIELD VERIFIED BY THE CONTRACTOR.
BENCH MARK IS A BRASS DISK 2' NORTH OF THE FLAGPOLE IN FRONT OF THE SQUADRON BUILDING ON GUANO ROCK BLVD. IT IS BENCH "7161 9" AND IS ELEVATION 16.10. THE DATUM IS MEAN LOWER LOW WATER.

SURVEYED BY
Stuntner Engineering & Forestry
TELEPHONE 267-2872
705 SO 4TH, P.O. BOX 1118, CIOOS BAY, OREGON 97140

SITE MAP FOR
OREGON INSTITUTE OF MARINE BIOLOGY
UNIVERSITY OF OREGON
ATTN: J. DAVID ROWE

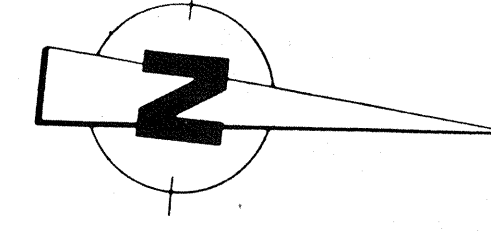
DATE 4/20/85
LATE 5/21/85

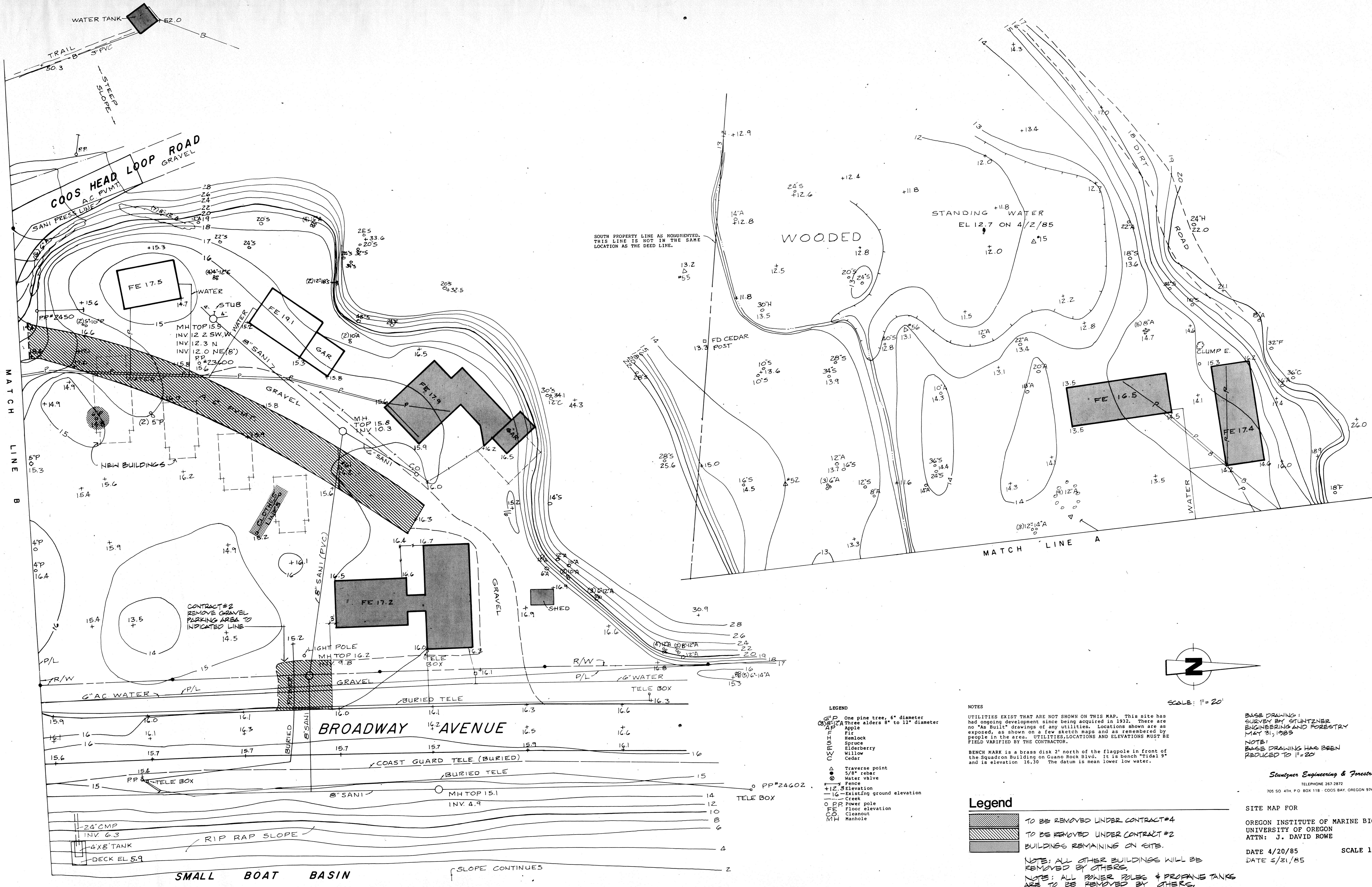
SCALE 1" = 16'
NOTES: BASE DRAWING HAS BEEN REDUCED TO 11" x 20" - 21"

Legend

- TO BE REMOVED UNDER CONTRACT #1 (RESEARCH / CLASSROOM / HOLDING)
 - TO BE REMOVED UNDER CONTRACT #2 (DINING HALL)
 - TO BE REMOVED UNDER CONTRACT #2 (SITE CONSTRUCTION / UTILITIES / LANDSCAPING)
 - BUILDINGS REMAINING ON THE SITE.
 - BUILDINGS TO BE REMOVED BY OWNER PRIOR TO START OF CONSTRUCTION.
- NOTE: ALL POWER POLES & PROPANE TANKS TO BE REMOVED BY OWNER, PRIOR TO START OF CONSTRUCTION.

- LEGEND**
- One pine tree, 6" diameter
 - Three alders 8" to 12" diameter
 - Apple
 - Fir
 - Hemlock
 - Spruce
 - Elderberry
 - Willow
 - Cedar
 - Traverse point
 - 5/8" bolt
 - Water valve
 - #12 Elevation
 - #16 Existing ground elevation
 - --- Creek
 - --- Power pole
 - --- Floor elevation
 - --- Cleanout
 - --- Manhole
 - --- Backflow Water
 - --- Freewall





- LEGEND
- One pine tree, 6" diameter
 - Three alders 8" to 12" diameter
 - Apple
 - Pi
 - H Hemlock
 - S Spruce
 - E Elderberry
 - W Willow
 - C Cedar
 - Traverse point
 - 5/8" rebar
 - Water valve
 - Fence
 - +12.3 Elevation
 - 16 Existing ground elevation
 - Creek
 - PP Power pole
 - FE Floor elevation
 - CO Cleanout
 - MH Manhole

NOTES

UTILITIES EXIST THAT ARE NOT SHOWN ON THIS MAP. This site has had ongoing development since being acquired in 1932. There are no "As Built" drawings of any utilities. Locations shown are as exposed, as shown on a few sketch maps and as remembered by people in the area. UTILITIES, LOCATIONS AND ELEVATIONS MUST BE FIELD VERIFIED BY THE CONTRACTOR.

BENCH MARK is a brass disk 2' north of the flagpole in front of the Squadron Building on Guano Rock Blvd. It is bench "Tidal 9" and is elevation 16.30. The datum is mean lower low water.

Legend

- [Hatched Box] TO BE REMOVED UNDER CONTRACT #4
- [Solid Box] TO BE REMOVED UNDER CONTRACT #2
- [Dotted Box] BUILDINGS REMAINING ON SITE.

NOTE: ALL OTHER BUILDINGS WILL BE REMOVED BY OTHERS.

NOTE: ALL POWER POLES & PROPANE TANKS ARE TO BE REMOVED BY OTHERS.

NOTE: REMOVE GRAVEL BASES NOT MEETING MATERIAL SPECIFICATION OR PROPER GRADE FOR BASE OF OTHER PAVING.

BASE DRAWING: SURVEY BY STUNTZNER ENGINEERING AND FORESTRY MAY 31, 1983

NOTE: BASE DRAWING HAS BEEN REDUCED TO 1" = 20'

Stuntzner Engineering & Forestry
TELEPHONE 267-2872
705 SO 4TH, P.O. BOX 118 - COOS BAY, OREGON 97202

SITE MAP FOR
OREGON INSTITUTE OF MARINE BIOL
UNIVERSITY OF OREGON
ATTN: J. DAVID ROWE

DATE 4/20/85
DATE 5/31/85

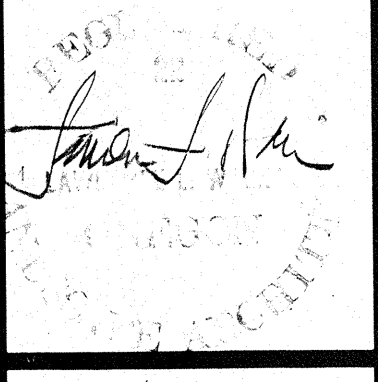
SCALE 1" = 20'

Revised

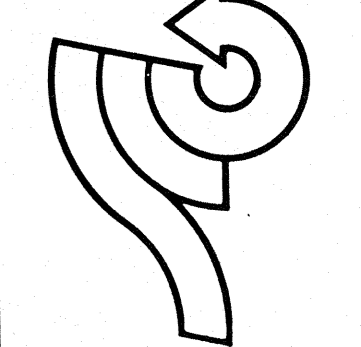
Job No. 8460

Date March 10, 1986

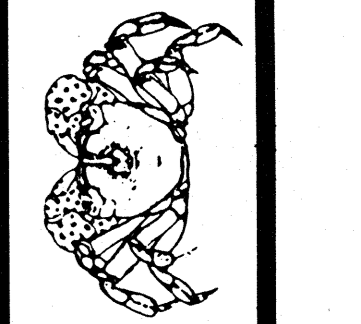
Sheet



SRG Partnership PC
Architects & Planners
520 S.W. Yamhill Street
Suite 231
Portland, Oregon 97204
Tel: (503) 222-9177



Walker & Macy
Oregon Institute of Marine Biology
Charleston, Oregon



O.I.M.B.
Oregon Institute of Marine Biology
Charleston, Oregon

Contract No. 2

SITE UTILITIES PLAN - SOUTH PARCEL

Revised: A6 BUILT 11-11-86

Job No: 2400

Date: March 10, 1986

Sheet

C1.1

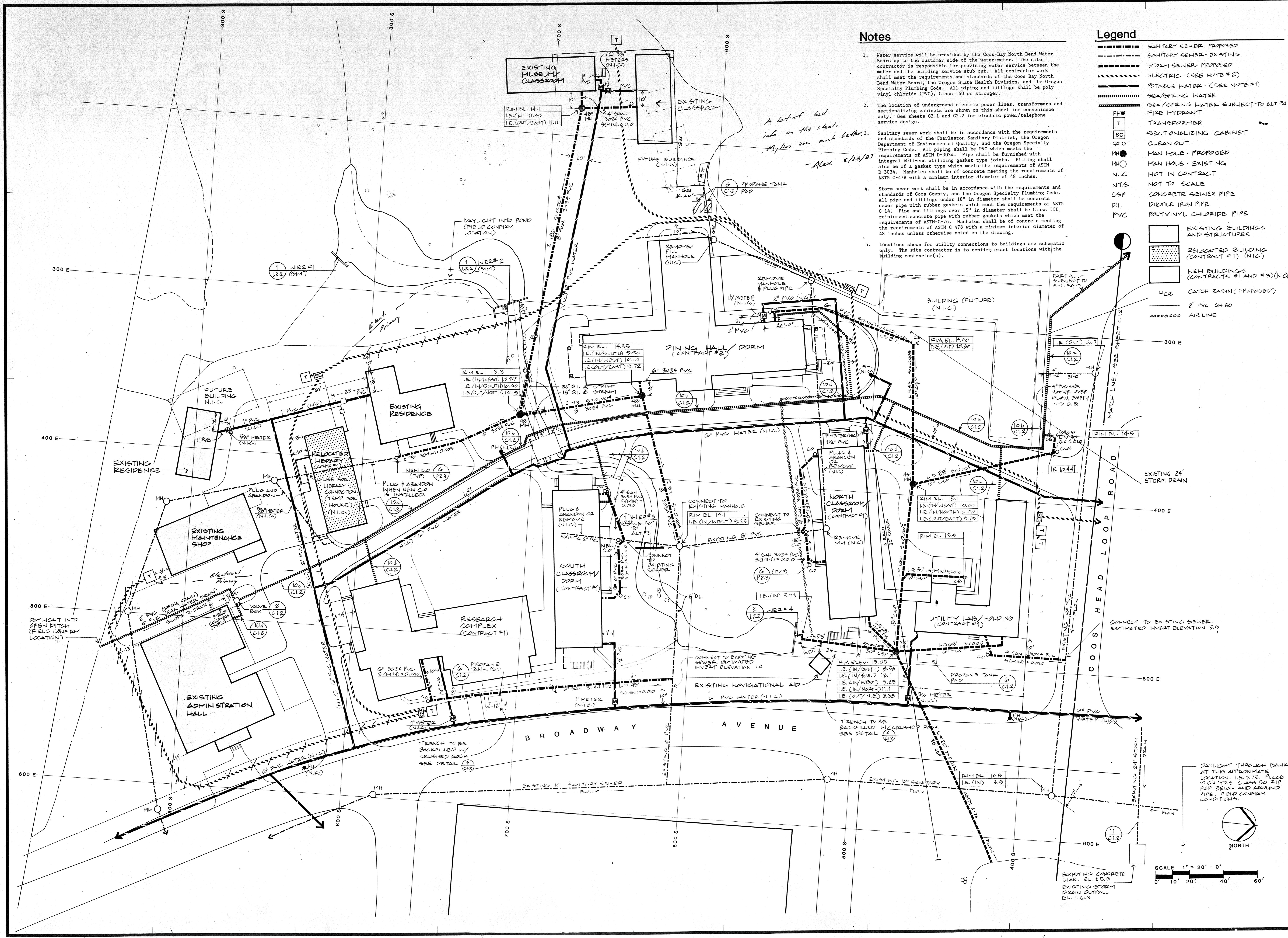
Notes

- Water service will be provided by the Coos-Bay North Bend Water Board up to the customer side of the water meter. The site contractor is responsible for providing water service between the meter and the building service stub-out. All contractor work shall meet the requirements and standards of the Coos Bay-North Bend Water Board, the Oregon State Health Division, and the Oregon Specialty Plumbing Code. All piping and fittings shall be polyvinyl chloride (PVC), Class 150 or stronger.
- The location of underground electric power lines, transformers and sectionalizing cabinets are shown on this sheet for convenience only. See sheets C2.1 and C2.2 for electric power/telephone service design.
- Sanitary sewer shall be in accordance with the requirements and standards of Coos County, and the Oregon Specialty Plumbing Code, and the Oregon Specialty Plumbing Code. All piping shall be PVC which meets the requirements of ASTM D-3034. Pipe shall be furnished with integral bell-end utilizing gasket-type joints. Fitting shall also be of a gasket-type which meets the requirements of ASTM D-3034. Manholes shall be of concrete meeting the requirements of ASTM C-478 with a minimum interior diameter of 48 inches.
- Storm sewer work shall be in accordance with the requirements and standards of Coos County, and the Oregon Specialty Plumbing Code. All pipe and fittings under 18" in diameter shall be concrete sewer pipe with rubber gaskets which meet the requirements of ASTM C-141. Pipe and fittings over 18" in diameter shall be Class III reinforced concrete pipe with rubber gaskets which meet the requirements of ASTM-C-76. Manholes shall be of concrete meeting the requirements of ASTM C-478 with a minimum interior diameter of 48 inches unless otherwise noted on the drawing.
- Locations shown for utility connections to buildings are schematic only. The site contractor is to confirm exact locations with the building contractor(s).

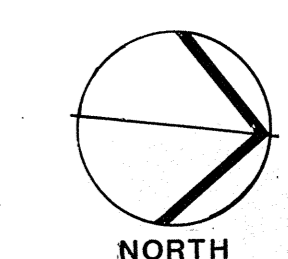
A lot of bad info on this sheet. Mylers are much better. - Alex 5/20/87

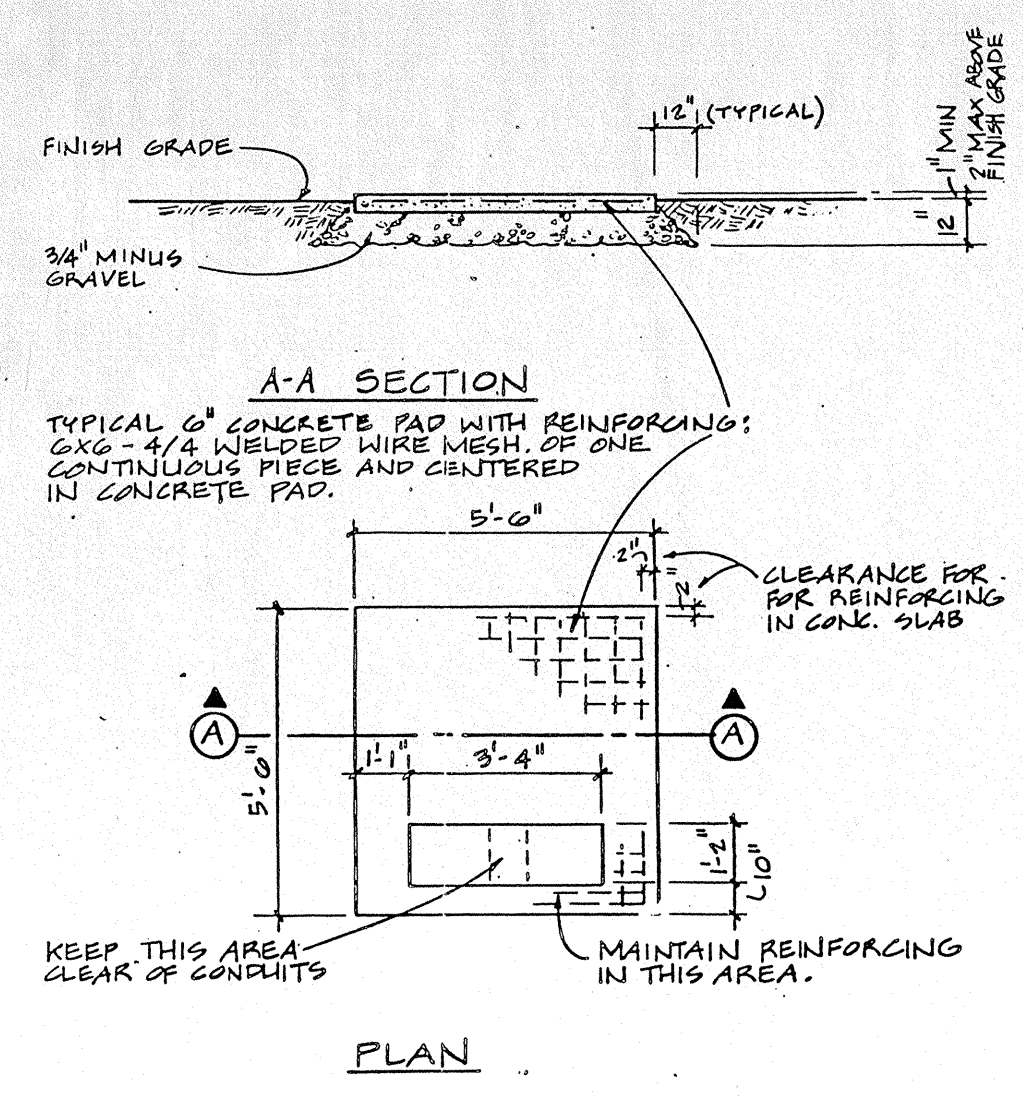
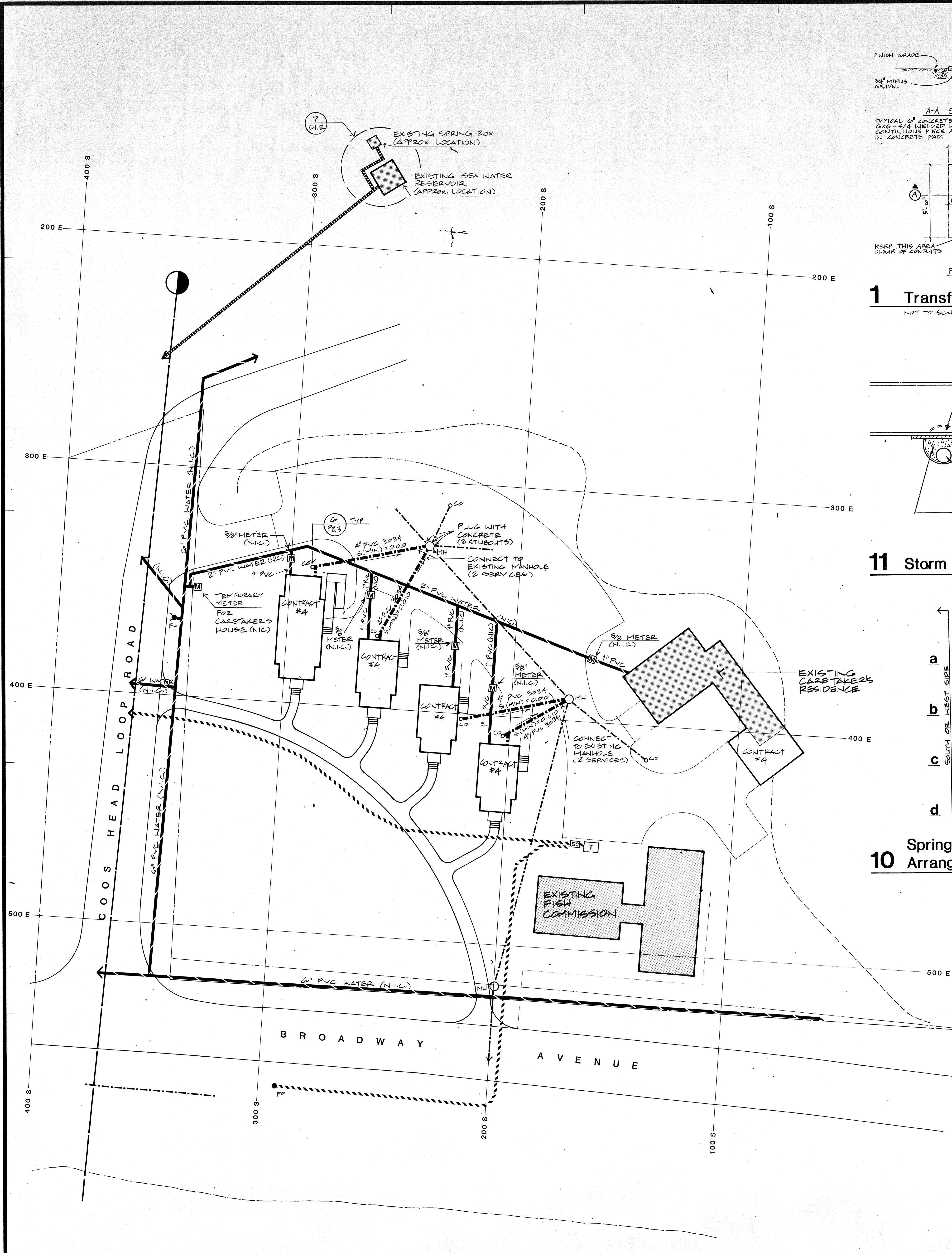
Legend

- SANITARY SEWER - PROPOSED
- SANITARY SEWER - EXISTING
- STORM SEWER - PROPOSED
- ELECTRIC (SEE NOTE #2)
- POTABLE WATER (SEE NOTE #1)
- SEA/SPRING WATER
- SEA/SPRING WATER SUBJECT TO ALT.#4
- FIRE HYDRANT
- TRANSFORMER
- SECTIONALIZING CABINET
- CLEAN OUT
- MAN HOLE - PROPOSED
- MAN HOLE - EXISTING
- NOT IN CONTRACT
- CONCRETE SEWER PIPE
- DUCTILE IRON PIPE
- PVC
- POLYVINYL CHLORIDE PIPE
- EXISTING BUILDINGS AND STRUCTURES
- RELOCATED BUILDING (CONTRACT #1) (N.I.C.)
- NEW BUILDINGS (CONTRACTS #1 AND #2) (N.I.C.)
- CATCH BASIN (PROPOSED)
- 2" PVC SH-80
- AIR LINE

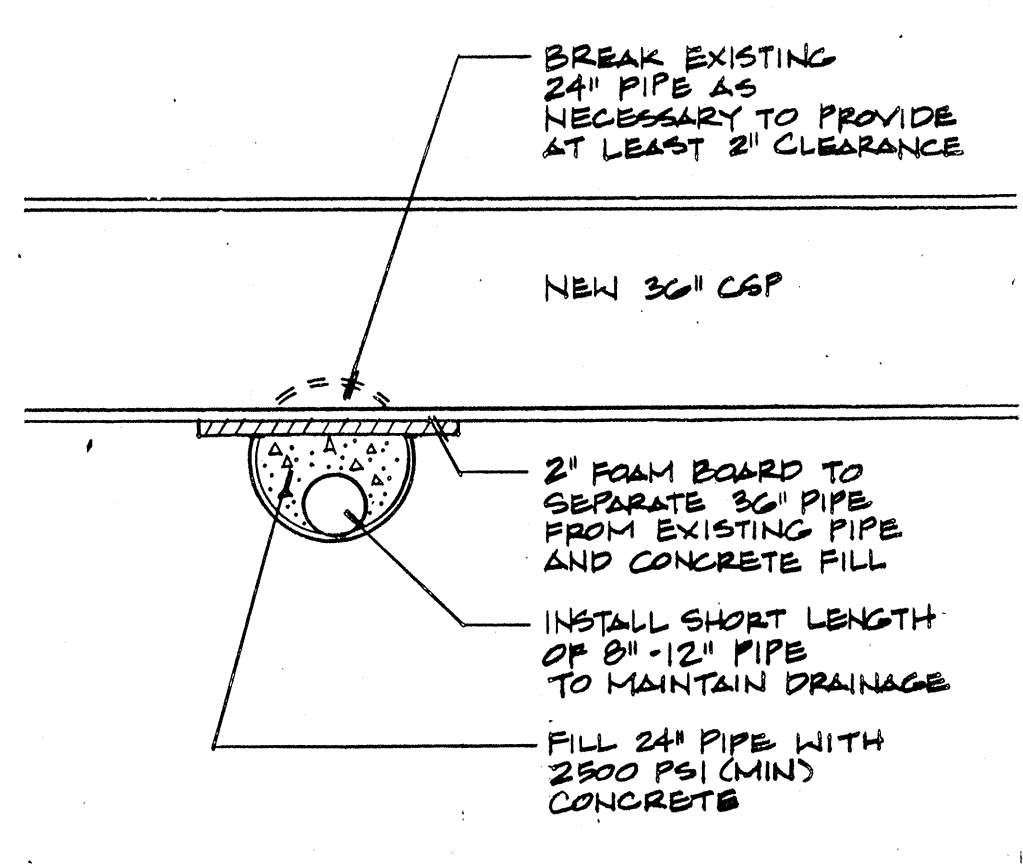


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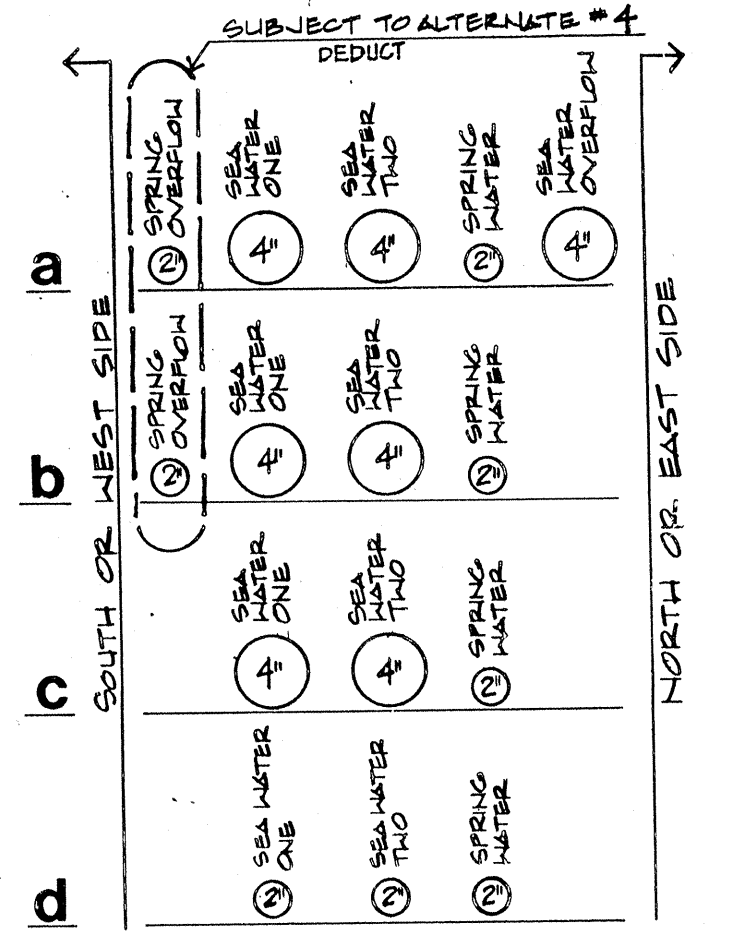




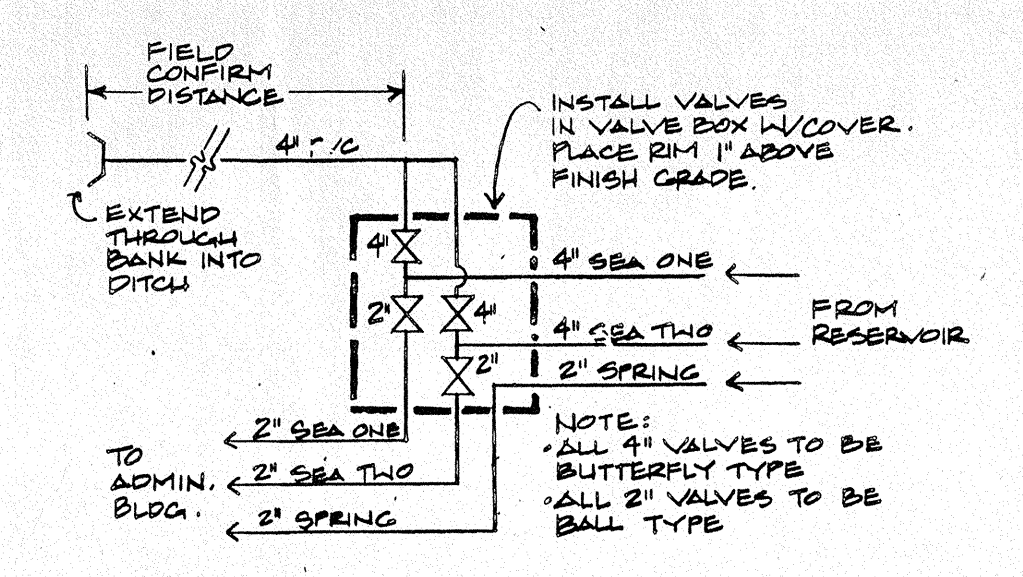
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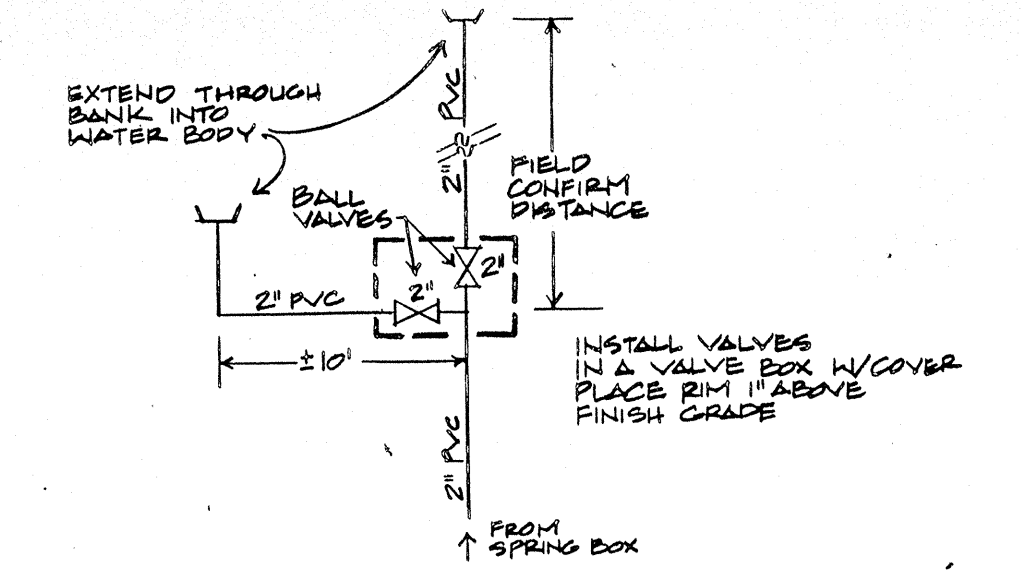
11 Storm Sewer Crossing



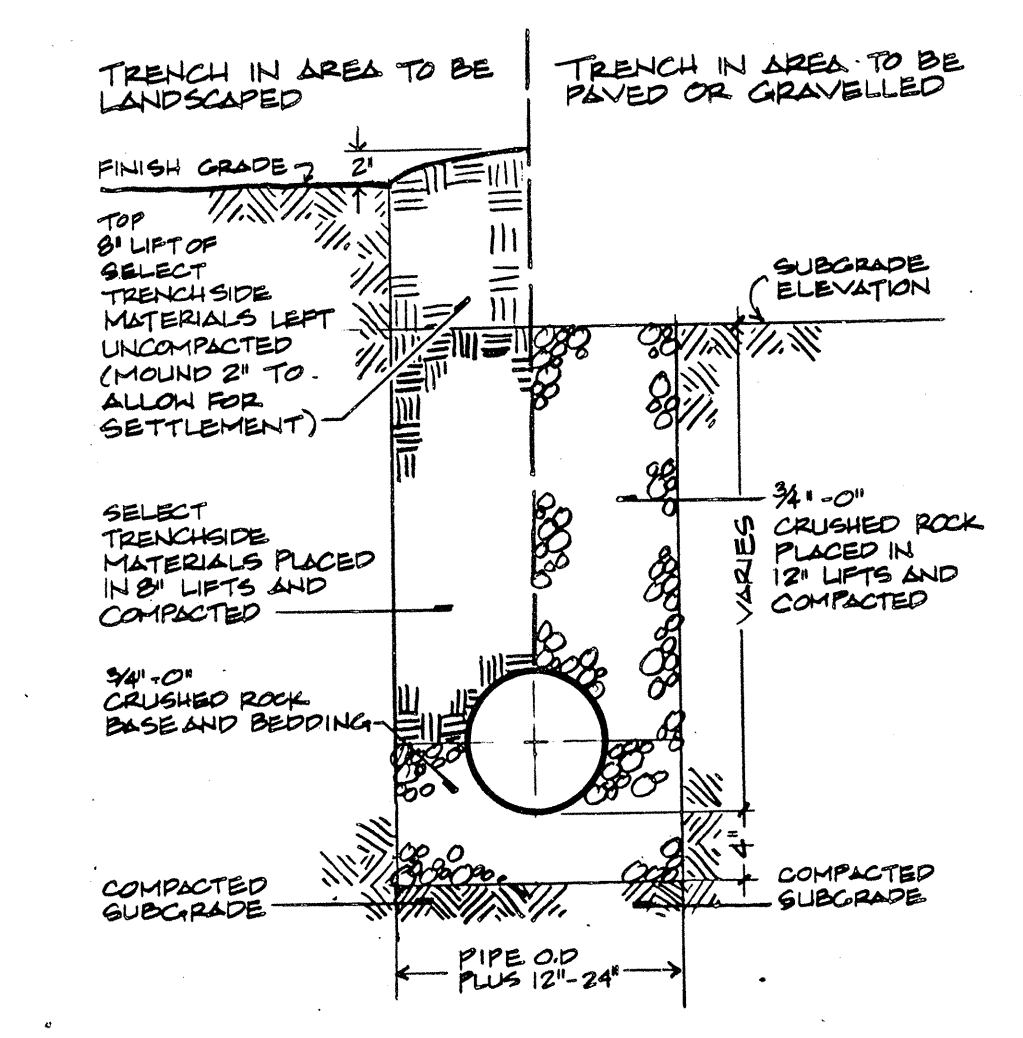
10 Spring/Sea Water-Piping Arrangement



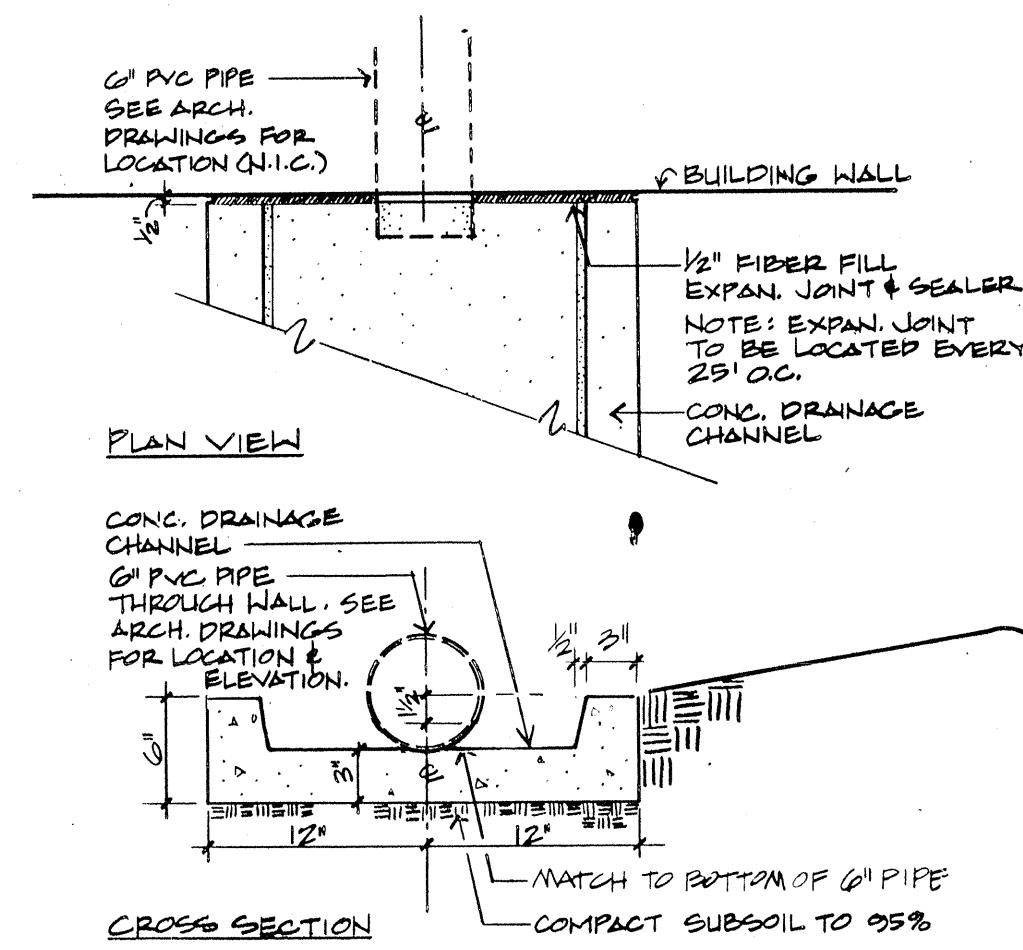
2 Valve Box Schematic
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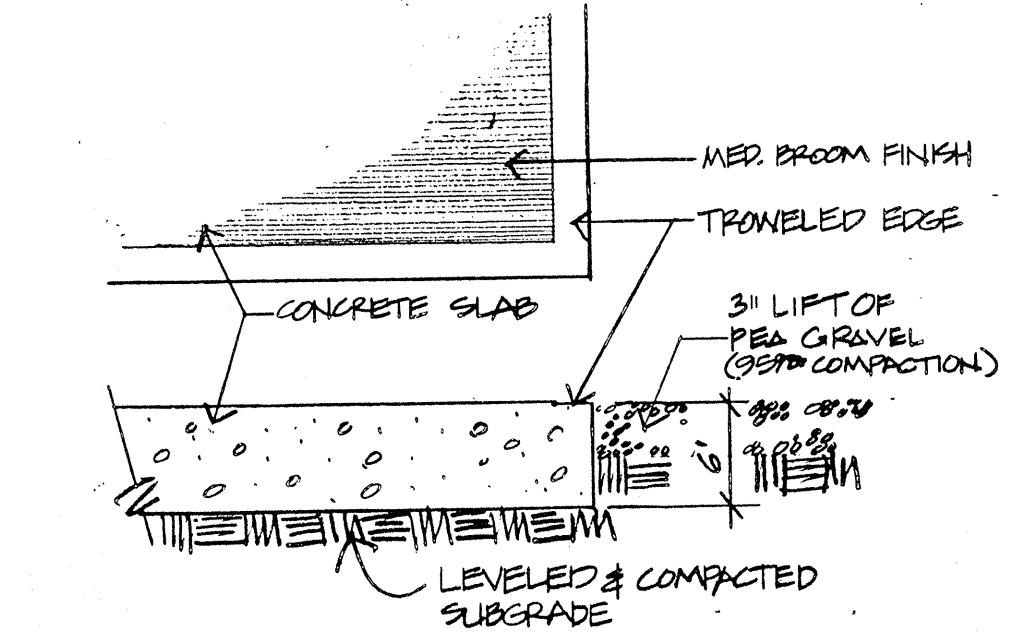
3 Valve Box Schematic
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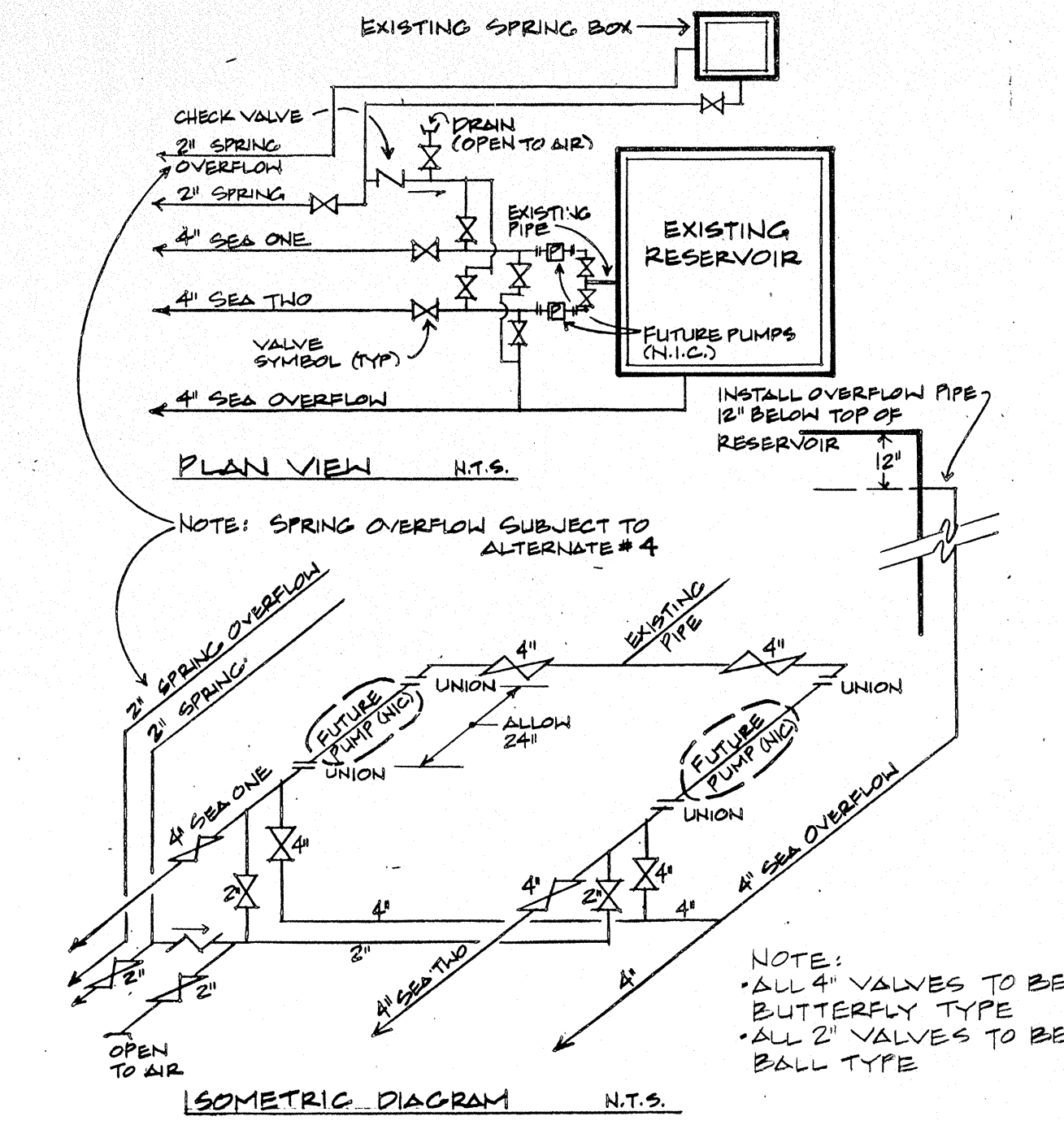
4 Utility Pipe in Trench
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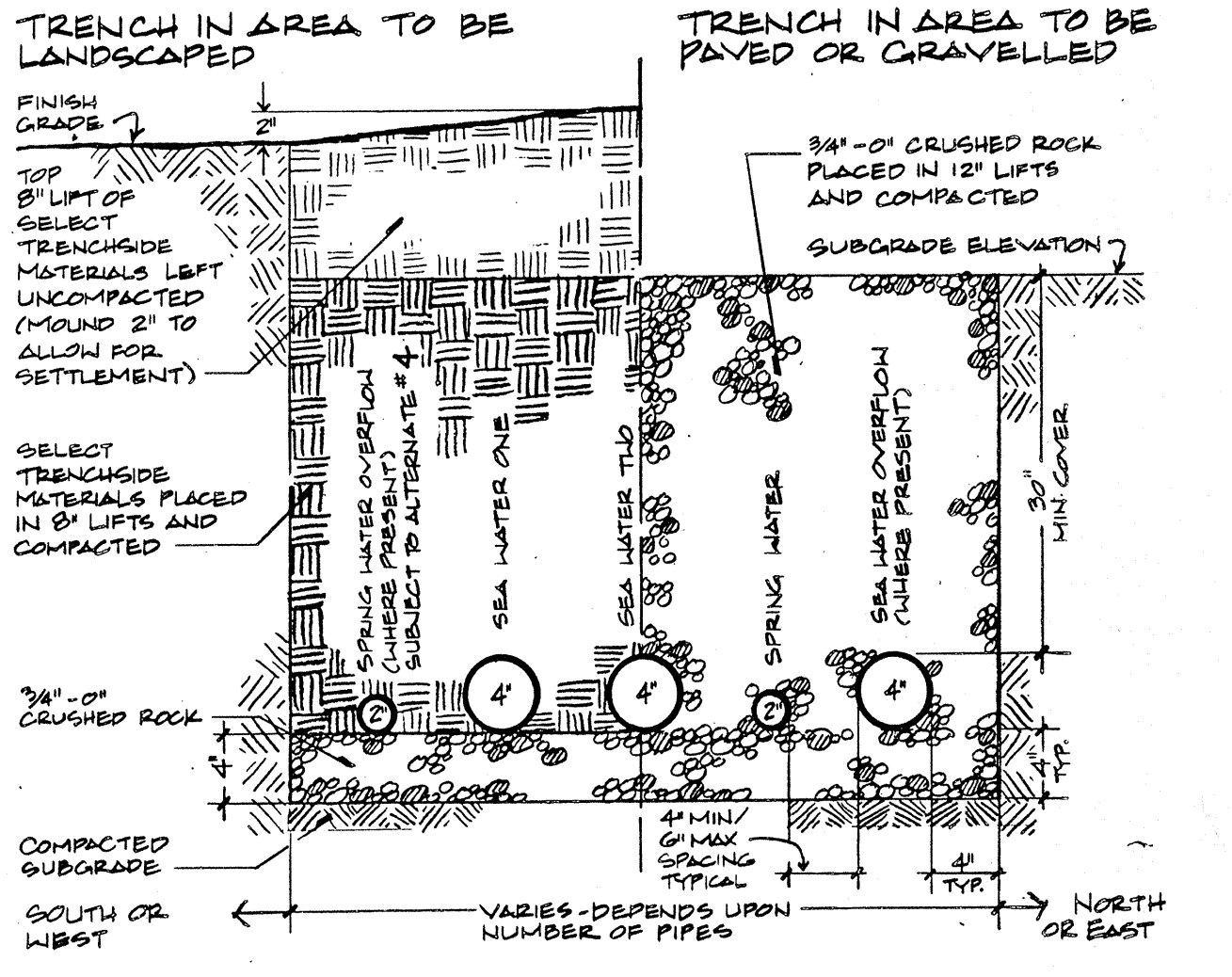
5 Concrete Drainage Channel
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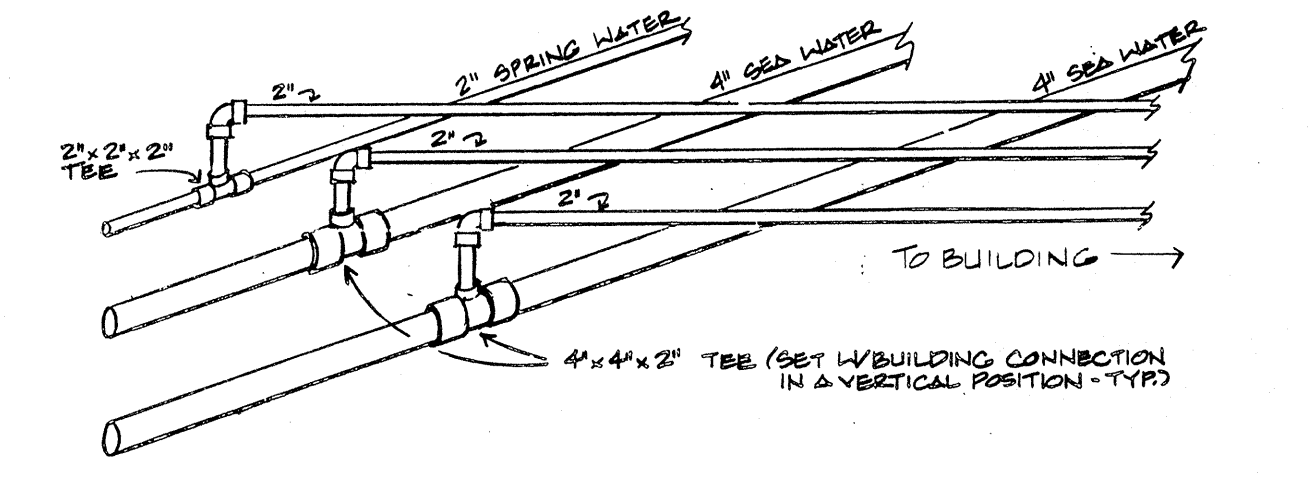
6 Concrete Slab
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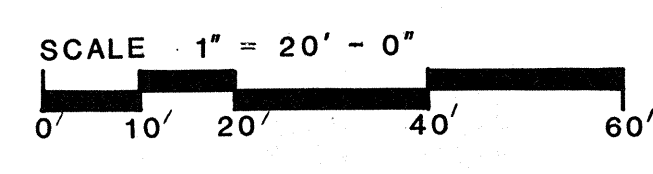
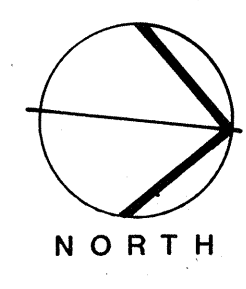
7 Spring/Sea Water Layout
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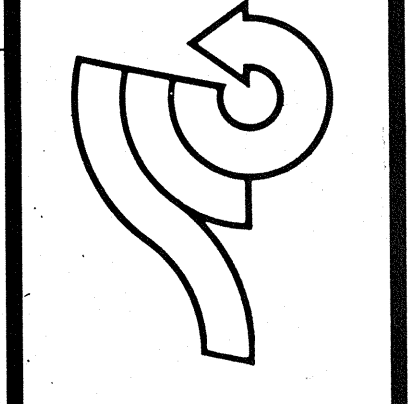
8 Spring/Sea Water in Trench
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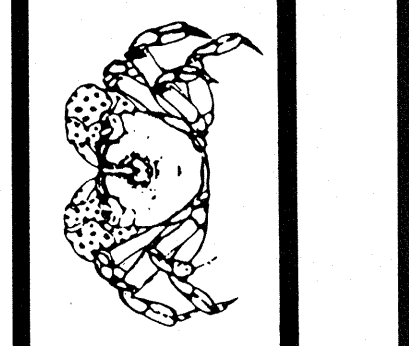
9 Spring/Sea Water Lines at Tees
NOT TO SCALE



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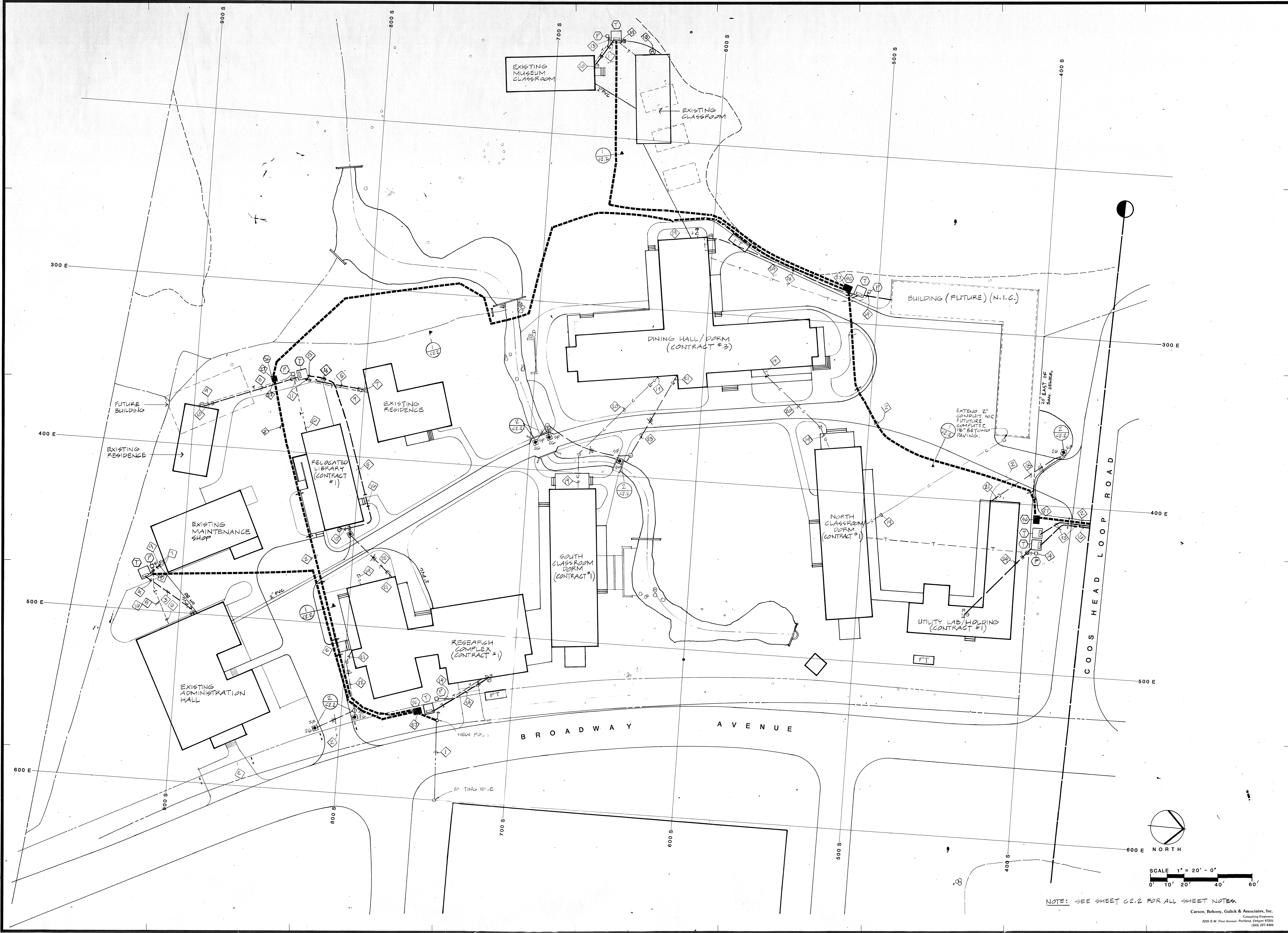
O. I. M. B.
Oregon Institute of Marine Biology
Charleston, Oregon

SITE UTILITIES PLAN - NORTH PARCEL

Revised
Job No. 8460
Date March 10, 1986
Sheet

C1.2

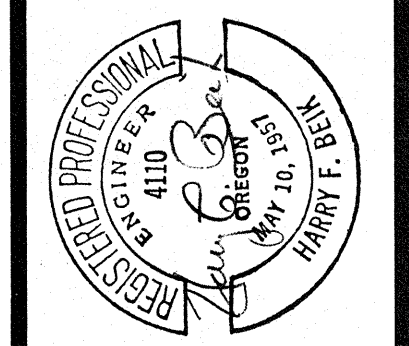
Contract No. 2



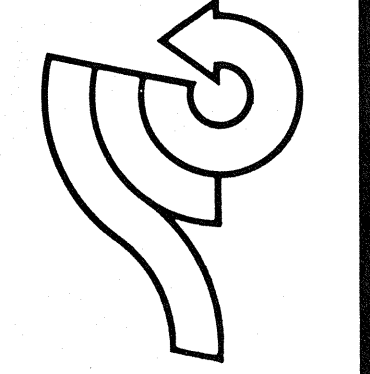
SCALE 1" = 20' - 0"
 0' 10' 20' 40' 60'

NOTE: SEE SHEET C2.2 FOR ALL SHEET NOTES.

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 Oregon Institute of Marine Biology
 Charleston, Oregon

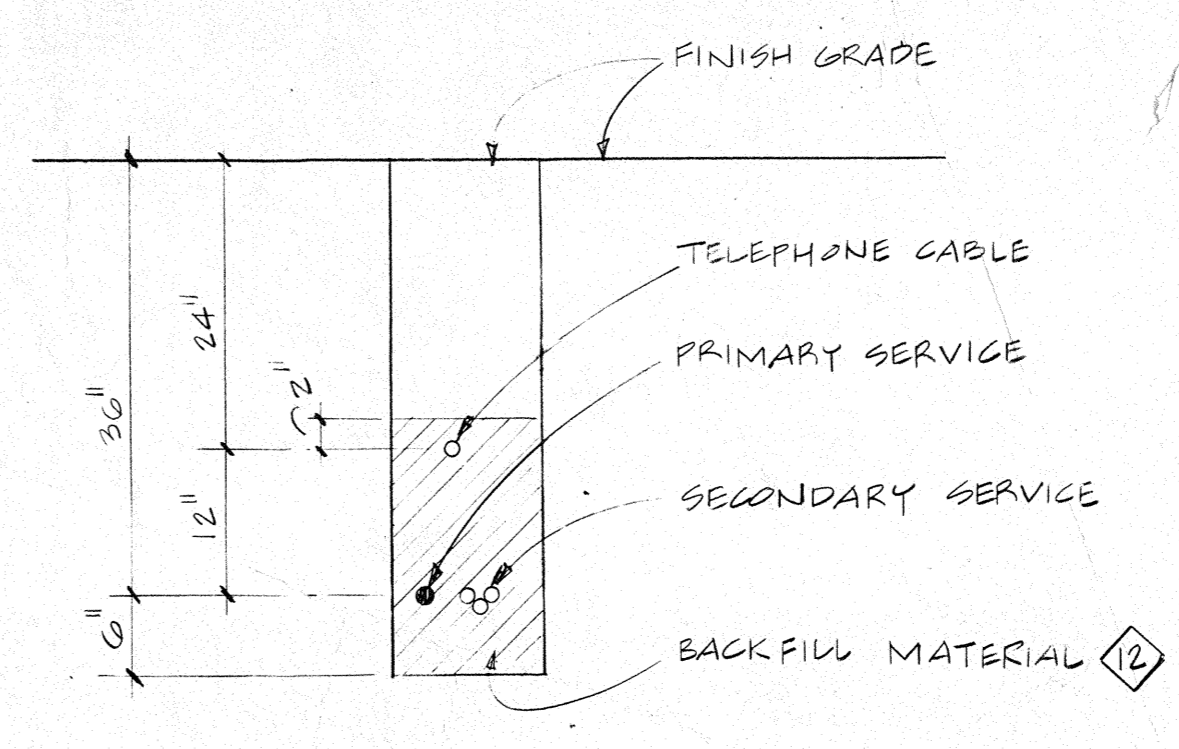
Contract No. 2

SITE POWER LIGHTING & COMMUNICATIONS PLAN - SOUTH PARCEL

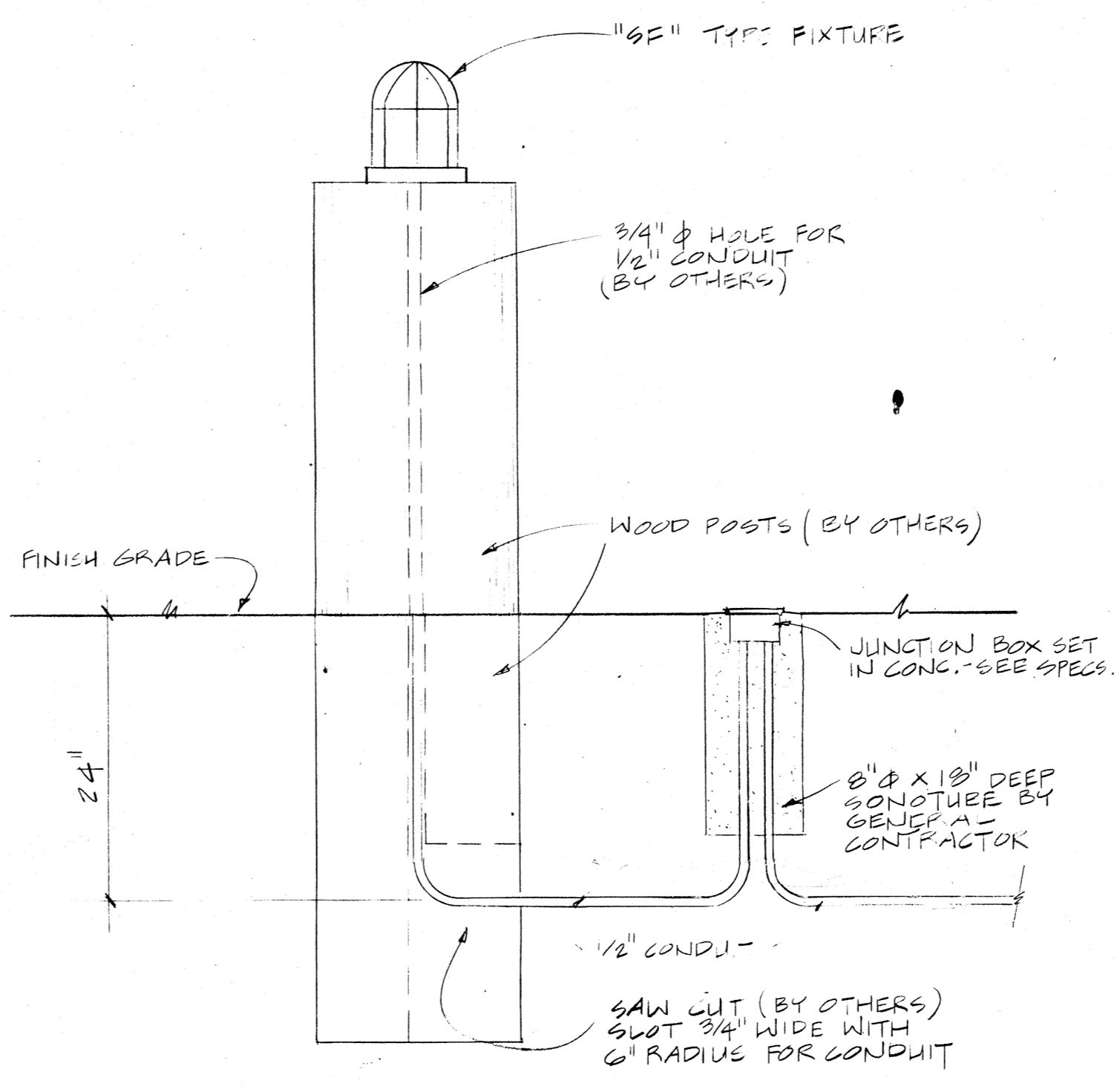
Revised
 Job No. 8460
 Date MARCH 10, 1986
 Sheet

C2.1

SYMBOL SCHEDULE		
SYMBOL	DESCRIPTION	REMARKS
⊕	TELEPHONE SERVICE PEDESTAL BY SERVING UTILITY	
⊞	SECTIONALIZING CABINET BY SERVING UTILITY	
⊞	PAD MOUNTED TRANSFORMER BY SERVING UTILITY	
⊞	PROPANE TANK	
⊞	POST LIGHT	
---	UNDERGROUND PRIMARY POWER SERVICE AND UNDERGROUND TELEPHONE SERVICE IN COMMON TRENCH. SEE DETAIL	
---	UNDERGROUND SECONDARY SERVICE	
---	UNDERGROUND TELEPHONE SERVICE	
---	UNDERGROUND COMPUTER CONNECTION BETWEEN BUILDINGS	
---	BRANCH CIRCUIT WITH GROUNDING CONDUCTOR	

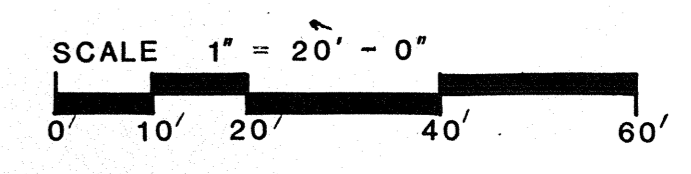
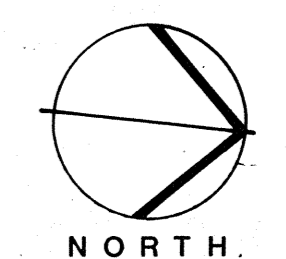


1 TYPICAL TRENCH DETAIL
SCALE: NONE

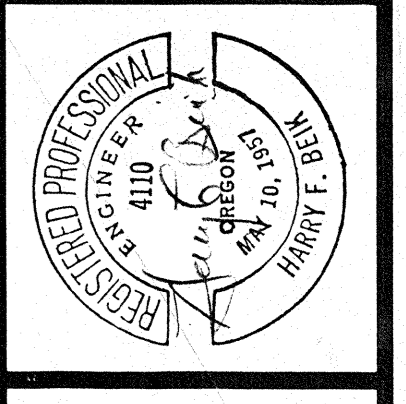


2 DETAIL - TYPE "SF" FIXTURE
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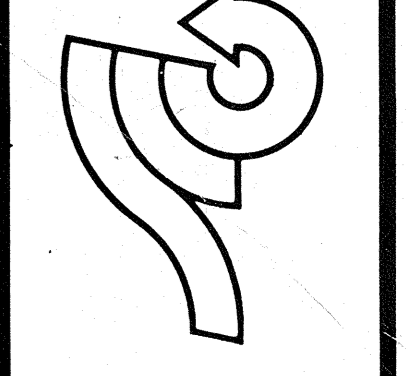
- ELECTRICAL NOTES SHEETS C2.1 & C2.2:
- Overhead Utility service to site by Pacific Power and Light Company. Provide conduit riser on pole as directed by PPL and extend 4" rigid conduit up into sectionalizing cabinet and terminate at location as directed.
 - Provide 4" PVC raceway for underground primary service cable and 2" PVC raceway for underground telephone service cable under all paving, walks etc. Conduits buried same depth as cables. See trench detail for depths required. Telephone and primary cables provided by Utilities.
 - Existing metering to remain. Remove overhead service conduit plug opening in meter base and extend new 3/4" conduit to point 5'0" beyond building for new underground service. Terminate raceway 36" below finish grade. Remove spool rack at building. Verify all conditions on the site. Service 120/240 volt 1Ø.
 - Provide conduit elbow out of primary section of transformer pad and 5'0" beyond. Bury 36" below finish grade. Conduit 3/4".
 - Provide 42" deep trench and backfill for installation of service conductors by serving utility. Telephone conduits where shown 12" above service conductors.
 - Provide 1 1/2" telephone service conduit from building to service pedestal. 24" below finish grade. See specifications Section 16740, Telephone.
 - Same as Note 6 except 2 1/2" conduit.
 - Same as Note 6 except 1" conduit.
 - New 100 ampere, 120/240 volt meter base. Remove overhead service and provide new underground 1" service conduit 36" below finish grade and 5'0" beyond building. Remove spool rack. Meter and service to conform to PPL rules and regulations.
 - Same as Note 4 except 1" conduit.
 - Backfill withing 4" of directly buried cables to be free of all materials that may damage the cables such as rocks or fractured sand. Sand (maximu 5% fractured and of non-costal origin because of ocean slats) or selected backfill may be used for this "Custom" around the cables. Backfill adequately compacted except machine compaction not to be used within 6" of cables. Backfill sand maximum No. 7 sieve size (2.82 mm or .111 inches).
 - Same as Note 6 except 1" conduit.
 - Telephone service provided under building contract. Coordinate with other subcontractor.
 - Existing Fish Commission Building underground power and telephone service to remain. No work required.
 - Provide PVC raceways under all paved areas, walkways, etc. for all underground secondary service conductors. Size same as service raceway.
 - Provide 3" conduit and 3 No. 12 conductors for site lighting. Extend to Panel "2F" CKT #21. Controlled by P.E. cell and Time Switch. See Sheet 2.1 for continuation.
 - Same as Note 1 except See Sheet C2.2 for continuation.
 - 2" computer conduit stubbed out 5'0" beyond building under Building Contract.
 - Connect to 2" conduit for computer (cables by owner) stubbed out under Building Contract.
 - 3" conduit stubbed out for site lighting 5'0" beyond building under Building Contract.
 - Provide 1/2" conduit and 3 No. 12 conductors 24" below finish grade for site lighting. Extend to Panel "2C" circuit # 34. Lighting controlled by P.E. cell and time switch provided under Building Contract.
 - Same as Note 20 except Panel "2CA" circuit # 15.
 - Underground secondary service and telephone service provided under Building Contract.
 - Provide (1) 3" PVC conduit under roadway for future and (1) 3" conduit for secondary service to future building.
 - Future Building. Terminate trench 5'0" outside of building for continuation of work under separate Building Contract. Verify location with Architect prior to installation.
 - Provide 1" rigid conduit elbows from primary trench into Sectionalizing Cabinets and between Sectionalizing Cabinets and primary section of pad mounted transformers. Verify all requirements with Pacific Power and Light Company.



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Contract No. 2



O.I.M.B.
Oregon Institute of Marine Biology
Charleston, Oregon

SITE POWER, LIGHTING & COMMUNICATIONS PLAN - NORTH PARCEL

Revised
Job No. 8460
Date MARCH 10, 1986
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C2.2

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CHARLESTON, OREGON**



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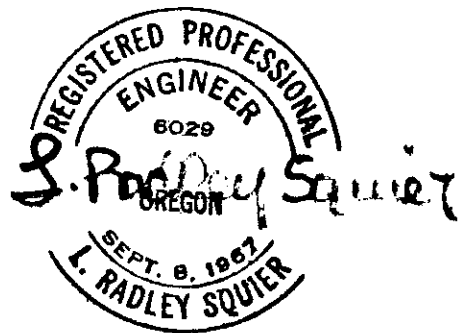
4255 oak ridge road
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lake oswego, oregon 97034
tel. (503) 635-4419

University of Oregon
1295 Franklin Boulevard
Eugene, Oregon

FOUNDATION INVESTIGATION
OREGON INSTITUTE OF MARINE BIOLOGY
CHARLESTON, OREGON

October 2, 1985



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SUMMARY

A foundation investigation was conducted for the reconstruction of the Oregon Institute of Marine Biology Campus in Charleston, Oregon. The investigation included a site reconnaissance, and a program of field explorations, laboratory tests and office studies. The explorations disclosed that the site is underlain by loose to medium dense sands, with varying amounts of silt. The sand is between 9 and 20 feet thick, and possibly more. Generally, the near-surface sand is loose. Beneath the sand is soft to medium stiff gray silt and, in some cases, hard gray-green silt, i.e., weathered siltstone bedrock. The ground water table is between depth 4 and 8 feet, depending on the elevation of the ground surface. The slope of the phreatic surface is relatively uniform, i.e., downwards towards the Slough. It does not appear that the old access roadbed impairs subsurface drainage.

Foundations for the new structures can consist of spread footing units. A design allowable soil pressure of 2000 lbs./sq. ft. is recommended. Floors may consist of concrete slabs-on-grade or wood, with the latter provided with typical post-beam support. Settlements should be within limits normally considered acceptable.

In our opinion, the existing settlement problem at the kitchen/dining hall building is a result of inadequate support for the post-beam loads. Embedment of the narrow post footings is too shallow: also, loose organic soils exist beneath these footings.

The changes in the site's hydrology, occasioned by the provision of a pond, need to be evaluated. New flood levels may result, which would influence the selection of the design floor levels of the nearby buildings.

Conceptual approaches to founding vibration sensitive equipment are also presented in the report.

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APPENDIX B: LABORATORY TESTS

**FOUNDATION INVESTIGATION
OREGON INSTITUTE OF MARINE BIOLOGY
CHARLESTON, OREGON**

A. INTRODUCTION

The University of Oregon is proposing to reconstruct the Oregon Institute of Marine Biology Campus in Charleston, Oregon. Reconstruction will include fourteen new buildings; remodeling and relocation of some existing buildings; and renovation of utilities.

A foundation investigation was conducted to disclose the subsurface conditions and materials underlying the site. The investigation included a field exploration program consisting of thirteen borings and eight test pits, laboratory testing, and various engineering and office studies. This report presents a summary of the work accomplished. The results of the office studies and engineering analyses are presented in the form of conclusions and recommendations for founding the proposed structures at the site. Our scope of work does not include pavement design.

B. BACKGROUND INFORMATION

Most of the existing campus buildings were constructed in the late 1930's as part of the CCC program. The locations of the buildings to remain are shown on the Site Plan, Figure 1. The locations of the proposed buildings are also shown. The existing buildings are one-story wood-framed structures with crawl spaces and post-beam support. We understand that they are performing satisfactorily, with one exception, the kitchen/dining hall building. Apparently, this building, which is located near the proposed dining hall/dorm shown on Figure 1, needs to be releveled each year as a result of incremental settlements of the post-beam support footings. Reportedly, the nearby creek (refer, Figure 1) overflows during heavy rainfall periods and ponds underneath portions of the kitchen/dining hall wings. The ground contains organics, at least in the upper parts, and it becomes soft and spongy.

An old roadbed exists on the site along the alignment of the asphaltic concrete pavement located at the east of the proposed dining hall/dorm shown on Figure 1. Differential ground water levels reportedly exist to the west and to the east of the road bed, with the higher ground water to the west.

During the 1940's, severe wave and wind erosion occurred, destroying a frontage road, and undermining some of the campus buildings to the east. The U.S. Army Corps of Engineers designed remedial work, including the construction of jetties and the placement of riprap blankets. The remedial work also included restoration of lost ground by placement of sand fill. We understand that some of the new buildings will be founded, in part, on original ground and, in part, on fill material.

The new buildings will be 1- and 1½-story wood frame structures. As currently envisioned, the proposed holding, maceration, and research buildings will be provided with slab-on-grade floors at or above existing grade. The proposed dining hall/dorm, cabins, and cottages will be provided with crawl spaces. Vibration sensitive equipment, including an electron microscope, will be located in the research building.

A pond is proposed at the location shown on Figure 1. The pond will be fed by the existing creek. A weir will be provided to control the pond level. Currently, the creek flows in a ditch to a 24-inch diameter concrete pipe, located to the north of the dining hall/dorm building, refer, Figure 1. This pipe may be replaced and the inlet relocated during the campus reconstruction.

C. SITE DESCRIPTION

Topography

The Oregon Institute of Marine Biology Campus is located on the west bank of the South Slough of Coos Bay. The campus is situated on relatively flat ground at the mouth of a small valley which extends up towards the southwest from the site. A small creek, which drains the valley, runs through the campus. Elevations typically range from 13 to 15 feet (mean lower low water), with the lower ground

surface elevations to the west. The Site Plan, shows some ground surface contours and spot elevations.

Geology

Bedrock units in the South Slough area consist of folded siltstone and sandstone at Tertiary Age. Tidal sand and silt deposits overlie the bedrock along the Slough. Man-made fill has been placed at the location of the moorage facilities to the east of campus.

D. DISCUSSION OF SUBSURFACE CONDITIONS

General

The subsurface materials and conditions underlying the campus site were explored with a series of thirteen borings and eight test pits. The locations of the borings and test pits are shown on the Site Plan, Figure 1. Detailed descriptions of the exploration procedures, as well as logs of the borings and test pits, are presented in Appendix A, Field Explorations. Laboratory tests were conducted on representative samples of the underlying soils. The testing procedures are described and the results are presented in Appendix B, Laboratory Testing. The following paragraphs summarize the soil and ground water conditions disclosed by our explorations.

Soils

Cross Section A-A', Figure 2, shows in a generalized way, the subsurface conditions and materials encountered by the explorations. Typically, the following units were encountered, from the ground surface downwards:

Gray-Brown Fine SAND: Medium dense gray-brown fine sand was encountered in all the explorations, except test pit TP-6, to depths ranging from 4.5 to 20.0 feet below the ground surface. Typically, the relative density, as indicated by the Standard Penetration Test N-values (refer, Appendix A), increases with depth. N-values further indicated that the upper portion of this unit is in a loose condition

at borings B-2, B-7, B-8, and B-12. It is known that the upper portion, at least, of this unit at the eastern part of the site consists of fill. In fact, fill was encountered in test pit TP-4, as indicated by the presence of boulders and pieces of concrete. Generally, however, it was not possible to distinguish between fill and the gray-brown fine sand encountered to the west based on the N-values obtained in the borings and/or on visual observations of the samples.

Gray Fine SAND: Loose to medium dense gray fine sand with some silt was encountered beneath the gray-brown fine sand unit in borings B-2 through B-9, B-12, and B-13. Borings B-3 through B-6, B-8, B-9, and B-12, which all extended to depth 21.5 feet, were terminated in this unit.

Gray SILT: Underlying the gray fine sand unit in borings B-2 and B-7 is a medium stiff gray silt with some sand lenses. The gray silt exists to the bottom of the borings, i.e., depth 21.5 feet. A soft phase of this unit was encountered in boring B-13 between depth 19 and 23 feet.

Gray-Green SILT: Hard gray-green silt was encountered at the bottom of borings B-10, B-11, and B-13. This unit, most likely, consists of the upper, slightly weathered portion of siltstone bedrock at the site. Slightly weathered siltstone was encountered in test pit TP-6, at depth 6 feet. The overburden soil at this location consists of very stiff gray silt with a trace clay and trace sand, and is probably derived from complete weathering of the underlying siltstone. Stiff gray-green silt was also encountered at the bottom of boring B-1. Based on our explorations, the siltstone bedrock surface apparently dips down to the east.

Test pit TP-2 was excavated near existing buried utilities on the site. Consequently, fill materials were encountered. The fill includes sand, crushed rock, weathered siltstone, and scattered to numerous organics. Below depth 5.7 feet, medium dense gray-brown fine sand was encountered.

Test pits TP-7 and TP-8 were excavated adjacent to footings of the existing dining hall/dorm building. These test pits disclosed 0.3 to 0.5 feet of sandy topsoil/rootzone in place beneath the footings. The topsoil is underlain by loose to

medium dense gray-brown fine sand. The footings are 16 x 16 inches with embedments of only a few inches. In our opinion, the following factors have contributed to the on-going settlement of the kitchen/dining hall building: 1) incomplete removal of topsoil, 2) inadequate embedment, and 3) the relatively small footing size. Under these conditions, it is not surprising that increments of movement occur when the ground becomes saturated in the winter.

We were not able to excavate a test pit at the location of the proposed cut for the new caretaker's garage due to the existence of plantings in the vicinity. A surface reconnaissance indicated that near-surface soils consist of silt, similar to that encountered at test pit TP-6. The silt is probably underlain by siltstone (as at TP-6), but the depth to the contact is not known at the proposed garage location.

Ground Water

The ground water levels measured in late August, 1985, are shown on Cross Section A-A', Figure 2. As shown, the phreatic surface slopes down to the east. This is consistent with the observations that the site is located at the mouth of a small valley and that the surface of the impermeable siltstone bedrock apparently dips down to the east.

Since the ground surface at the site slopes slightly down to the west and the phreatic surface slopes down to the east, it would be anticipated that ground water is nearest the ground surface in the low-lying areas to the west. In fact, the shallowest occurrence of ground water observed during our explorations was at depth 3.1 feet in boring B-9 (refer, Figure 1 for location). Of interest, borings B-6 and B-13, which were made through the old roadbed, disclosed subsurface materials and conditions similar to those encountered to either side of the roadbed. Consequently, it does not appear as though the old roadbed constitutes an impediment to ground water flow.

Flooding and saturated ground conditions occur in the western part of the site annually during the winter months. Standing water collects at the inlet to the existing 24-inch concrete pipe. According to the U.S. Army Corps of Engineers, the 100-year flood level in the south slough is at elevation 12 feet (mean lower low water datum).

E. CONCLUSIONS AND RECOMMENDATIONS

General

The explorations made as part of this foundation investigation indicate that subsurface conditions are generally favorable for founding the proposed improvements. The following paragraphs provide detailed conclusions and recommendations for earthwork, foundations, and related considerations.

Site Preparation

Site preparation includes stripping, proof-rolling, overexcavation and replacement, and subgrade compaction. The site should be stripped and grubbed so as to remove all grass, shrubs, organic soil, and tree roots greater than 1-inch diameter. Based upon our explorations, stripping should generally remove about the top 12 inches, though this will vary somewhat across the site. The exposed subgrade should be rolled to reveal soft/weak unsuitable areas in the subgrade. Proof-rolling may be done with a loaded dump truck, or similar piece of heavy construction equipment. Any soft/weak areas disclosed should be overexcavated to firm ground and replaced with clean granular backfill material containing less than 5 percent passing the No. 200 sieve. The backfill should be placed in thin lifts, with each lift compacted to 95 percent of the standard Proctor maximum dry density (ASTM D698).

Considering the loose condition of the near surface sand encountered at some boring locations, we recommend that all building subgrades be compacted to 95 percent relative compaction to a depth of 12 inches, in order to provide adequate and uniform support for the proposed buildings. Compaction would be best accomplished, in our opinion, using a medium-weight (48-inch diameter drum), smooth steel-wheeled vibratory roller or heavier. Liberal application of water during the compaction process would benefit compaction.

Excavations

Excavations are proposed near the cottages to the west, at the caretakers garage, and for buried utilities. Based on the conditions disclosed by boring B-10

and test pit TP-6, we anticipate that excavations for the cottages will be in soil. We also anticipate that excavations for the new caretakers garage will be in soil, rather than siltstone. However, since we were not able to excavate a test pit at the garage location, this will not be confirmed until construction. If siltstone is encountered, it can probably be economically removed to shallow depths by ripping-type equipment.

Finished excavation cut slopes for the cottages and the garage should not exceed an inclination of 2H (horizontal):1V (vertical).

As currently envisioned, buried utilities will generally be embedded only a few feet below the ground surface. Most utility excavations will be in sand. Depending on the time of year in which construction occurs, and on the location of each excavation on the site, excavations for the utilities will generally be above or within a foot or two of the ground water level, based on our observations. When the excavations do not extend significantly below the water table, we anticipate that excavations can be made and the utilities installed without dewatering. Trench sidewalls may be laid back on temporary excavation slopes of 1.5H:1V. If excavations extend a few feet or more below the water table, dewatering will be required, in our opinion. Dewatering should not be by pumping from open sumps, but instead, by use of well-points.

Structural Fill

Structural fill will be placed to achieve the desired finished floor elevations for slab-on-grade floors. The fill will be in the order of 1 to 2 feet thick. The material for the structural fill may consist of on-site, or imported, clean (i.e., containing less than 5 percent passing the No. 200 sieve, washed) sand, or sand and gravel. Experience has demonstrated that it is possible to place and compact clean granular material during periods of rainfall.

The sand fill material should be placed in lifts with a maximum loose thickness of 12 inches. Each lift should be compacted to at least 95 percent of the standard maximum dry density determined in accordance with ASTM D698.

Footings

Spread footings may be used to support all column and wall loads of the proposed buildings. The spread footings may be founded on undisturbed natural ground or in compacted structural fill. In either instance, an allowable soil pressure of 2000 lbs./sq. ft. can be used to proportion the footings. The width of continuous spread footings should not be less than 18 inches, and isolated spread footings should not be less than 24 inches wide. All footings should be embedded a minimum depth of 18 inches, measured from the top of the lowest adjacent finished grade to the base of the footing unit.

Footing settlements will result from the column and wall loading as well as from the effects of floor live loads. On the basis of these combined effects, we estimate that the total footing settlement for an interior footing should be less than one inch.

Floor Slab Base

We recommend that a minimum 6-inch base of clean crushed rock or crushed gravel be placed beneath slab-on-grade floors in order to provide uniform and adequate support for the floors. The material should have a maximum size of 1 inch, and contain not more than 5 percent passing the No. 200 sieve (wet sieve). The base rock should be compacted to 95 percent of the standard Proctor maximum (ASTM D698).

Subdrainage

Finished floor levels should be at least one foot above the design flood level. With the clean crushed rock base recommended above, no additional subdrainage is necessary for slab-on-grade floors, in our opinion.

The design flood level may be different than the 100-year flood level for the South Slough (12 feet, mean lower low water). If no changes are made to the site's hydrology, finished floor levels could be reasonably based on the existing floor levels and a knowledge of the site's flooding history. On the other hand, if changes,

such as including the proposed pond, are accomplished, the design flood level should be evaluated by a hydrologist considering the following factors, among others: the creek flow from the small valley located to the southwest; the impact of the proposed pond; the impact of new construction on the storage volume of the area which currently floods; the significance of the existing, and possible replacement, culvert which carries the creek flow to the slough; and the flood level in the slough.

A subdrainage system should be installed behind the embedded walls of the caretaker's garage in order to reduce the risk of ground water entering the building, as well as to reduce the risk of adverse hydrostatic pressures. The main details of an adequate subdrain system are shown on Figure 3. As shown, the subdrain system would include footing subdrains and a minimum 2-foot thick granular drainage blanket against the embedded wall. The drainage blanket would be sealed at the ground surface and the finished slope would be such to drain surface water away from the wall. Details of the subdrain pipe, such as drain size and use of filter fabric and pea gravel envelopes, are shown on Figure 3. Cut-outs or throughways in the walls are also shown. These would prevent trapping of ground water in the slab-on-grade base course.

Lateral Earth Pressure on Embedded Walls

Lateral earth pressures on embedded walls depend on the type of wall (i.e., yielding or non-yielding wall), the type and method of placement of backfill against the wall, the magnitude of surcharge weight on the ground surface adjacent to the wall, and the slope of the backfill. The non-yielding walls of the proposed caretaker's garage should be designed using a uniform pressure of $30H$ lbs./sq. ft. (rectangular pressure diagram). The embedded wall height, H , is the vertical distance between the bottom of the footing heel and the restored ground surface above the edge of the heel.

Backfill placed against the retaining walls should only be moderately compacted, i.e., between 92 and 94 percent of maximum dry density, ASTM D698. Heavy compaction equipment should not be allowed closer than 5 feet to embedded walls to prevent inducing high lateral earth pressures.

Proposed Pond

A lined pond may be included in the proposed improvements at the location indicated on the Site Plan, Figure 1. The pond would be fed by flow from the creek. The pond level would be controlled by a weir, and outflow would be carried in a lined ditch to the existing or, possibly, a replacement buried culvert.

The pond excavation and placement of the pond liner should be accomplished in the dry. If the excavation extends below the ground water level, dewatering will be required. As mentioned above for utility excavations, dewatering should not be by pumping from open sumps but, rather, by use of well-points. Of course, the lined pond should be filled with water prior to terminating dewatering in order to prevent buoyancy of the liner.

We will be available for further review and consultation as your plans for the pond progress. Important details include bedding for, and placement of, the liner. These depend on the liner type, e.g., cement or a synthetic membrane. Finished slopes for the pond will depend on the pond depth and the liner type.

Vibrations in Research Building

Vibration sensitive equipment will be located in the proposed research building. External sources of vibration include truck traffic on Broadway Avenue and the operation of machinery in the cannery located east of Broadway Avenue.

The details of the equipment, such as dimensions and weight; the degree of sensitivity to ground vibrations; and the manufacturer's concerns and recommendations are presently not known. Hence, we can only present generalized concepts for founding the equipment at this time.

In order to minimize vibrations, it would be preferable to place the sensitive equipment on a concrete slab-on-grade floor, rather than to place it on a wood floor over a crawl space. To further reduce vibrations, it would be possible to install the sensitive equipment on a heavier foundation mass to dampen the magnitude of the ground vibrations. The mass would be isolated from the concrete

slab-on-grade floor. In regard to the foregoing, the equipment manufacturer may be able to specify, from the available information, the foundation system required. If the characteristics of the induced ground vibrations from the trucks and machinery are required, the site could be instrumented and the magnitude and frequency of the ground vibrations measured. The data acquired could then be provided to the equipment manufacturer for his review and recommendations.




Additional Services

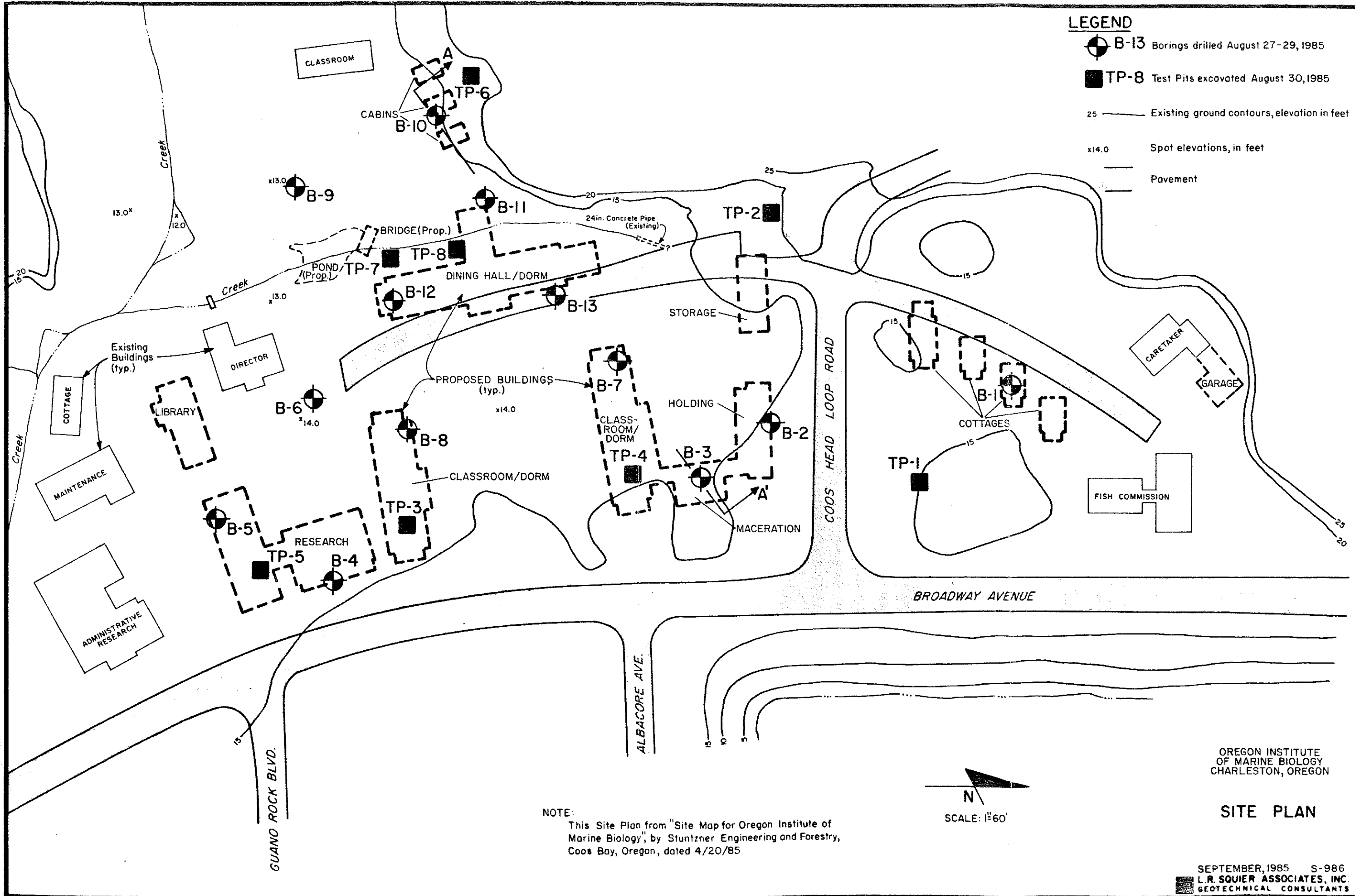
We should be retained to review the project plans and specifications to determine if they are in substantial conformance with the conclusions and recommendations contained in our report, and to determine if they are compatible with site geotechnical conditions. Moreover, we recommend that material gradation and all construction operations relating to earthwork, proof-rolling, and compaction be observed and tested by us to determine if the work is proceeding in accordance with the intent of the design concepts, specifications and/or recommendations, and to allow for design changes in the event that subsurface conditions differ from those anticipated. Unless we have the opportunity during construction to confirm our assumptions, interpretations and analyses, we cannot be held responsible for the applicability of our conclusions and recommendations to subsurface conditions that are different from those anticipated. Nor can we be held responsible for construction procedures recommended and/or used by others.

F. LIMITATIONS

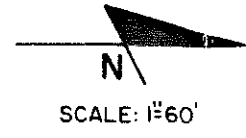
The scope of the investigation presented herein is limited to an investigation of the subsurface conditions for suitably founding the proposed improvements to the Oregon Institute of Marine Biology in Charleston, Oregon. This report has been prepared to aid in the evaluation of the site and to assist the architect and engineer in the design of the facilities. Our description of the project represents our understanding of the significant aspects of the project relevant to the design and construction of earthwork, foundations, and similar elements. In the event that any changes in the basic design or location of the structures as outlined in this report are planned, we should be given the opportunity to review the changes and to modify or reaffirm in writing the conclusions and recommendations of this report.

The analyses and recommendations represented in this report are based on the data obtained from the borings and test pits made at the locations indicated on the Site Plan and from other information discussed herein. This report is based on the assumption that the subsurface conditions everywhere are not significantly different from those disclosed by the borings and test pits. However, variations in soil conditions may exist between the boring and test pit locations and, also, general ground water levels may fluctuate from time to time. The nature and extent of the variations may not become evident until construction. If subsurface conditions different from those encountered in the explorations are observed or encountered during construction or appear to be present beneath or beyond excavations, we should be advised at once so that we can observe and review these conditions and reconsider our recommendations where necessary.

- LEGEND**
-  B-13 Borings drilled August 27-29, 1985
 -  TP-8 Test Pits excavated August 30, 1985
 - 25 — Existing ground contours, elevation in feet
 - x14.0 — Spot elevations, in feet
 -  Pavement



NOTE:
 This Site Plan from "Site Map for Oregon Institute of Marine Biology", by Stuntzner Engineering and Forestry, Coos Bay, Oregon, dated 4/20/85

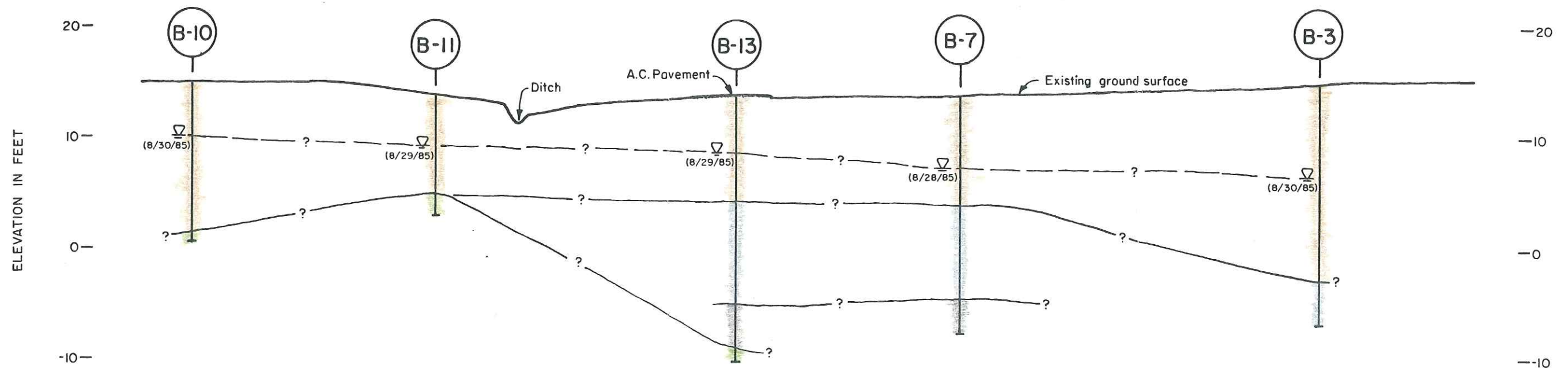


OREGON INSTITUTE OF MARINE BIOLOGY
 CHARLESTON, OREGON

SITE PLAN

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FIGURE 1

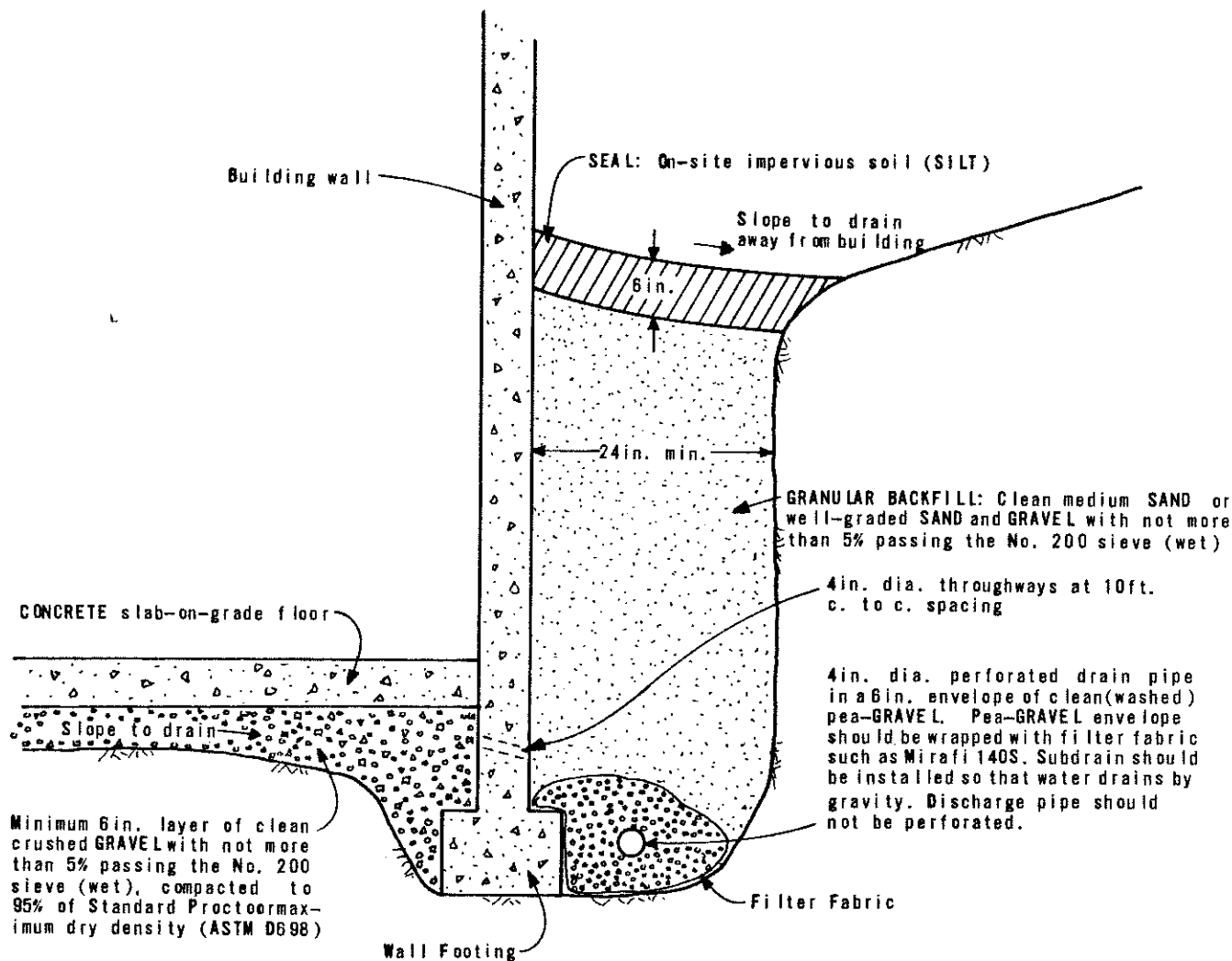


LEGEND

- Medium dense gray-brown fine SAND
- Loose to medium dense gray fine SAND with some silt
- Soft to medium stiff gray SILT
- Hard gray-green SILT (weathered SILTSTONE)
- Water level as measured on date shown

SCALE:
 Horizontal 1" = 30'
 Vertical 1" = 10'

**CROSS SECTION
 A-A'**



Minimum 6 in. layer of clean crushed GRAVEL with not more than 5% passing the No. 200 sieve (wet), compacted to 95% of Standard Proctor maximum dry density (ASTM D698)

SCALE: NONE

SUBDRAIN SYSTEM DETAILS

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FIGURE 3

APPENDIX A
FIELD EXPLORATIONS

APPENDIX A

FIELD EXPLORATIONS

General

The subsurface conditions underlying the project site were explored with thirteen borings and eight test pits during the period of August 27 through 30, 1985. The locations of the borings, designated B-1 through B-13; and the test pits, designated TP-1 through TP-8, are shown on the Site Plan, Figure 1. The procedures and techniques used to advance the borings, excavate the test pits, collect samples, and other field techniques are described in detail in the following paragraphs. Unless otherwise noted, all soil sampling and classification procedures followed applicable ASTM standards.

Borings

Drilling. The borings were made to depths varying from 16.5 to 24.0 feet with a trailer-mounted drill rig provided and operated by Vandehey Explorations, Inc. The drill rig was equipped with a hollow stem auger, which was used to advance the borings. The water level within the hollow stem was maintained at a level above the ground water table in order to reduce the tendency for loose silt and sand to heave up into the stem as samples were taken. The borings were observed by an engineer from our firm who located the general areas for drilling and maintained a detailed log of the subsurface conditions and materials encountered during the course of the work.

Sampling. Disturbed soil samples were taken in the borings at selected depth intervals. The samples were obtained using a standard 2-inch O.D. split-spoon sampler following procedures prescribed for the Standard Penetration Test. During the Standard Penetration Test, the sampler is driven 18 inches into the soil using a 140-lb. hammer dropped 30 inches. The number of blows required to drive the sampler the last 12 inches is defined as the standard penetration resistance, or N-value. The N-value provides a measure of the relative density of granular soils such as sands and gravels, and the consistency of cohesive soils such as clays and

clayey silts. The disturbed soil samples were examined in the field and then sealed in glass jars for further examination and physical testing in our laboratory.

Observation Wells. Observation wells were installed in borings B-1, B-3, B-4, B-6, B-9, and B-10 upon completion of drilling to permit measurements of a ground water level. Each observation well consists of 1/2-inch diameter plastic riser pipe with narrow slits sawn near the bottom. The riser pipe was inserted to the bottom of the borehole. Sand was placed around the pipe and a surface plug of bentonite was placed in the hole. Ground water enters the slotted plastic pipe and rises to a static level inside. The level of the water was measured by lowering an electrical probe inside the pipe. Contact of the probe with water completes an electrical circuit, which is monitored at the ground surface.

Logs of Borings. The logs of the borings are presented on Figures A1 through A13. The logs show the various types of materials that were encountered in the borings and the depths where the materials and/or characteristics of these materials changed, although the changes may be gradual. Where material types and descriptions changed between samples, the contacts were interpreted. The types of samples taken during the drilling, along with their identification numbers, are shown on the right of the classification of materials. Further to the right are plotted the standard penetration resistances (N-values) and the natural water (moisture) contents. To the left on each log, where applicable, the measured ground water levels are plotted, with the dates of the readings shown beneath the water level plots. The ground water levels are only for the dates shown and probably vary from time to time during the year.

Test Pits

Test pits TP-1 through TP-6 were excavated using a tractor-mounted backhoe provided and operated by a local contractor. The depths of these test pits varied between 6.5 and 9.5 feet. Test pits TP-7 and TP-8 were excavated by hand to depth 2 feet at locations adjacent to footings of the existing kitchen/dining hall building. The test pits were observed by an engineer from our firm who located the general areas for exploration and maintained a detailed log of the subsurface conditions and materials encountered during the course of the work.

Representative disturbed samples were taken at selected depths in the test pits for classification and for physical testing. The disturbed samples were sealed in glass jars and returned to our laboratory.

The in situ undrained shear strength of the soil exposed in the sidewalls of test pit TP-6 was evaluated using a pocket penetrometer. The pocket penetrometer is a small hand-held probe consisting of a 1/4-inch diameter rod and a calibrated spring. The force necessary to push the rod into the soil is measured and correlated with the unconfined compressive strength of the soil. The unconfined compressive strength is approximately equal to twice the undrained shear strength. The estimated unconfined compressive strength value is presented on the log of the test pit TP-6, Figure A14.

Logs of Test Pits. The logs of the test pits are presented on Figure A14. Each log describes the subsurface conditions and types of materials encountered in the test pits and the depths where the materials or conditions changed although the changes may be gradual. Each test pit log shows the locations of the samples obtained as well as the in situ shear strength estimates and natural water (moisture) contents. Also, shown are locations of water seeps observed in the test pits. The ground water seeps are only for the dates shown and they may vary from time to time.

Material Description

Initially, soil samples were classified visually in the field. Consistency, color, relative moisture, degree of plasticity, peculiar odors and other distinguishing characteristics of the soil samples were noted. Afterwards, the samples were re-examined in the laboratory, various standard classification tests were conducted, and the field classifications were modified where necessary. The terminology used in the soil classifications and other modifiers are defined in Table A1.

TABLE A1
TERMINOLOGY USED TO DESCRIBE SOIL SAMPLES

Soils usually exist in mixtures with varying proportions of components. The predominant soil, based upon percentage of total (by weight), is the primary soil type, i.e., sand, gravel, silt or clay. Lesser percentages of other soils in the mixture are indicated by use of modifier words "trace", "some", "silty", "sandy", etc., as follows:

<u>Term</u>	<u>Percentage of Total Sample</u>
trace	1.5 - 10.0
some	10.0 - 30.0
silty, sandy, etc.	30.0 - 50.0

The term "clean" indicates that less than 1.5 percent of soil mixture passes the No. 200 sieve (wet).

Description of Relative Density for Granular Soils

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

Description of Consistency for Fine-Grained (Cohesive) Soils

<u>Consistency</u>	<u>Standard Penetration Resistance (N-values) blows/foot</u>	<u>Unconfined Compressive Strength tons/sq. ft.</u>
very soft	less than 2	less than 0.25
soft	2 - 4	0.25 - 0.5
medium stiff	5 - 8	0.5 - 1.0
stiff	9 - 15	1.0 - 2.0
very stiff	16 - 30	2.0 - 4.0
hard	over 30	over 4.0

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

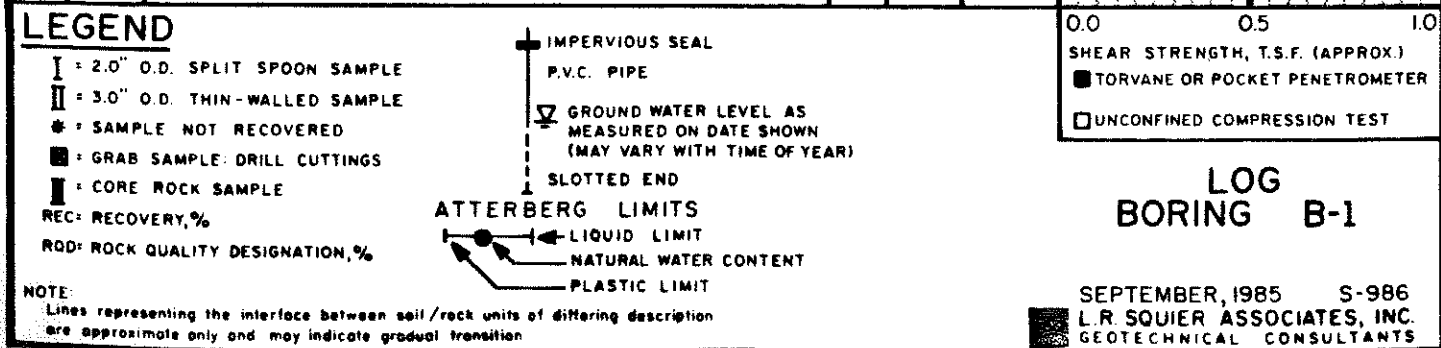
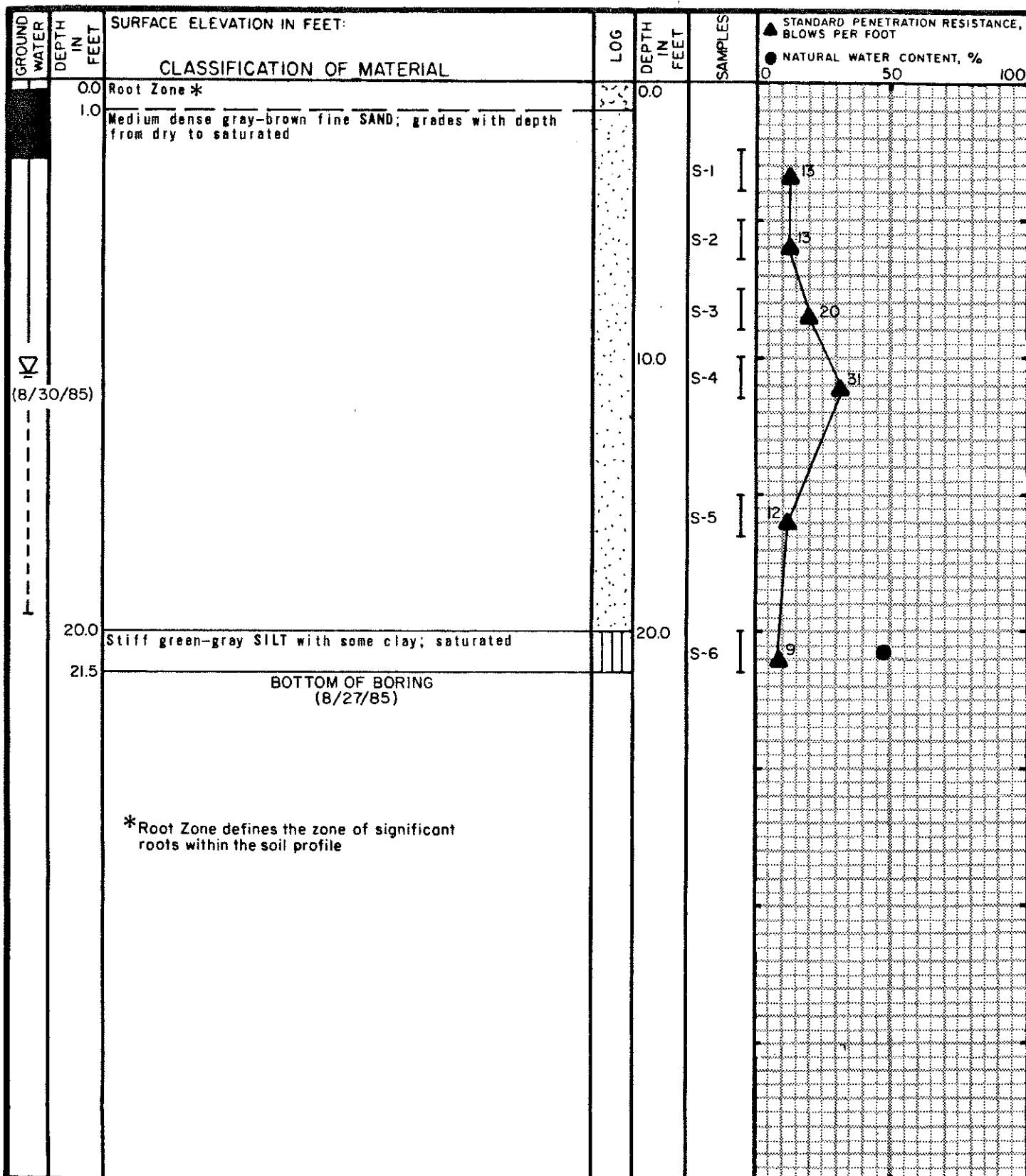
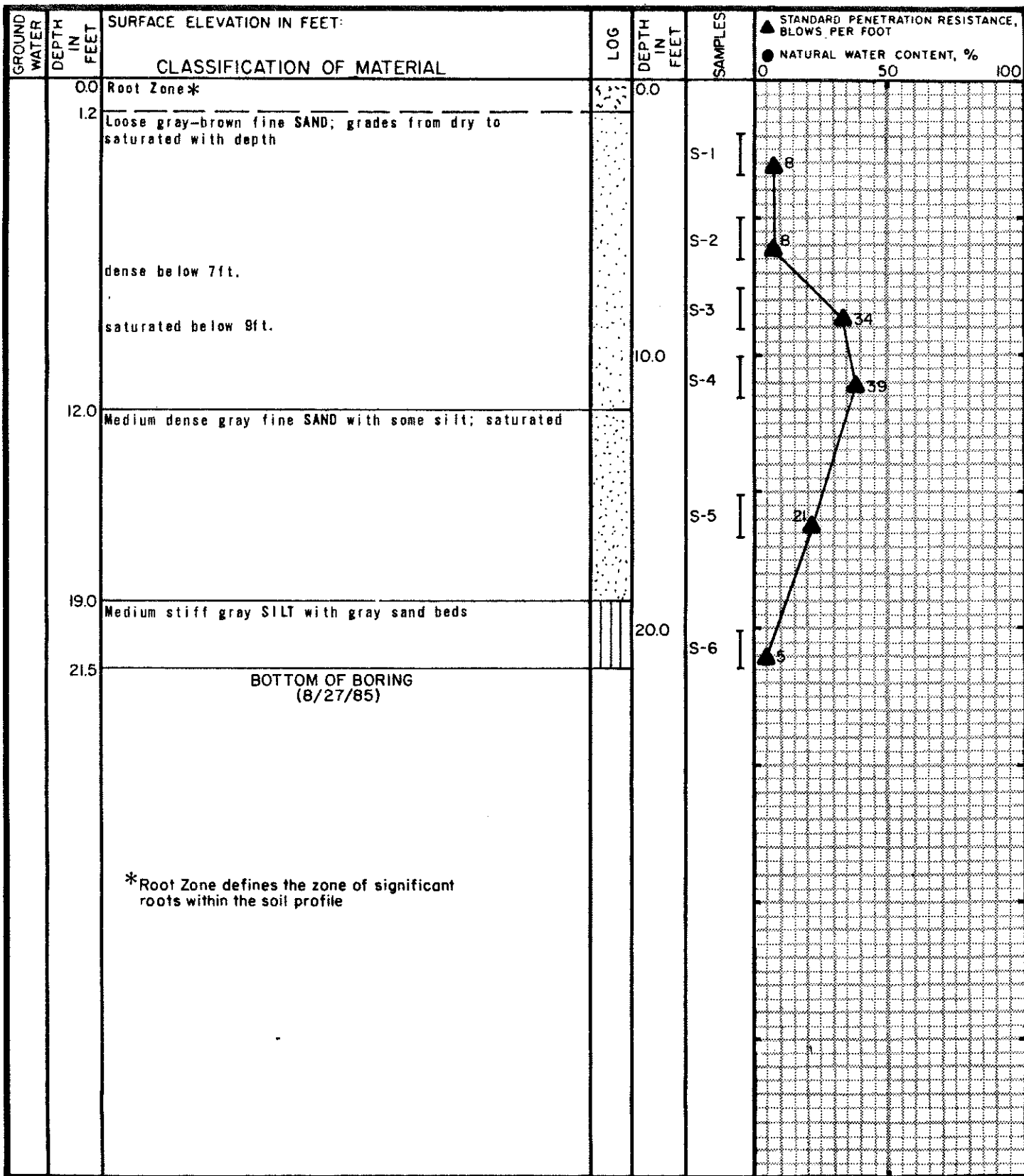


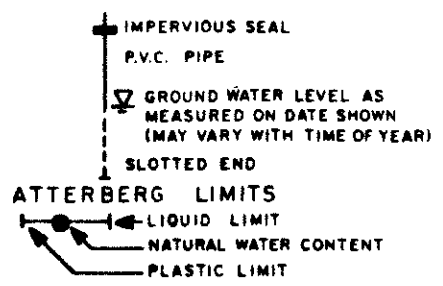
FIGURE A1



*Root Zone defines the zone of significant roots within the soil profile

LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- = CORE ROCK SAMPLE
- REC: RECOVERY, %
- ROD: ROCK QUALITY DESIGNATION, %



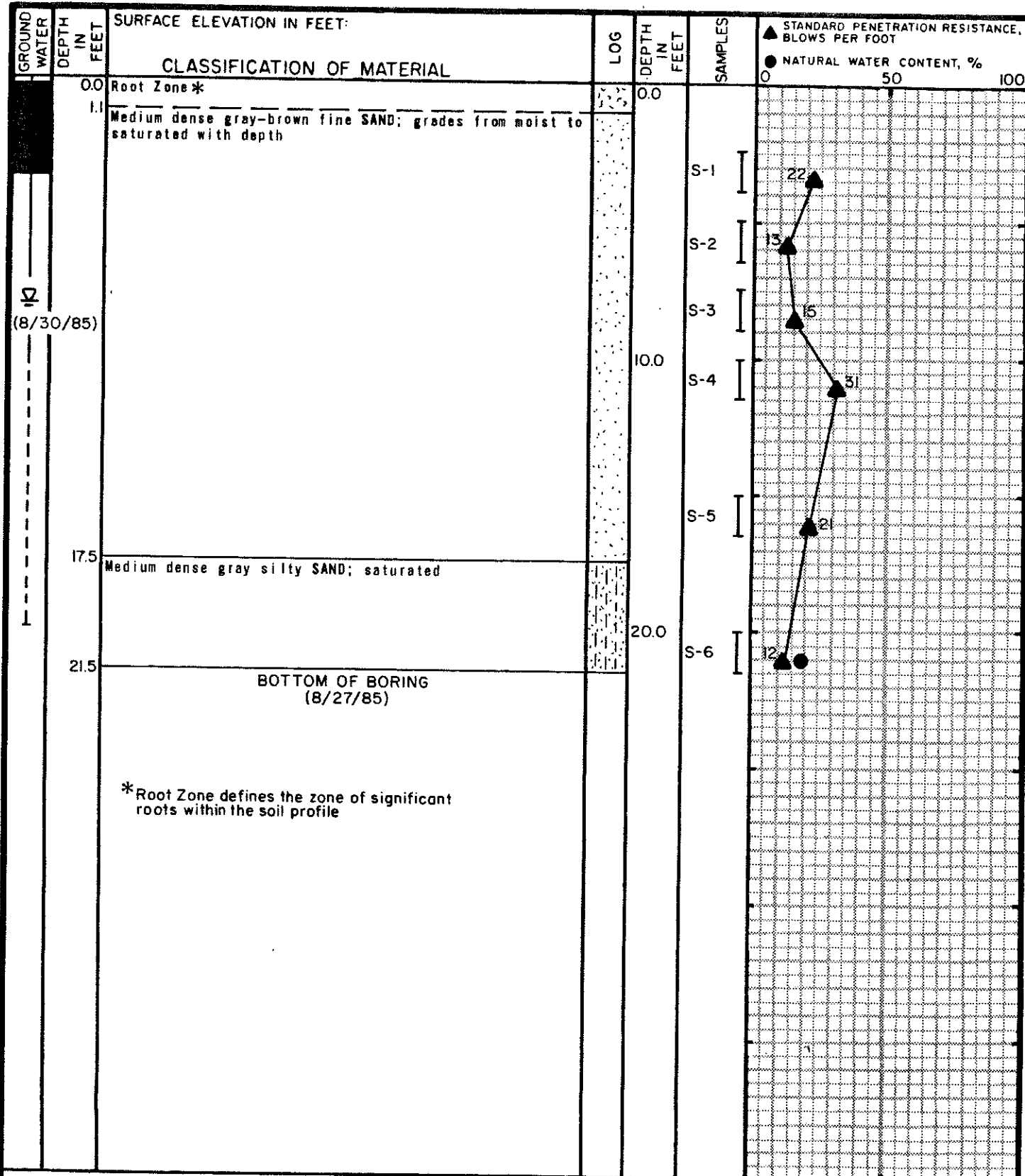
- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

NOTE
Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition

LOG BORING B-2

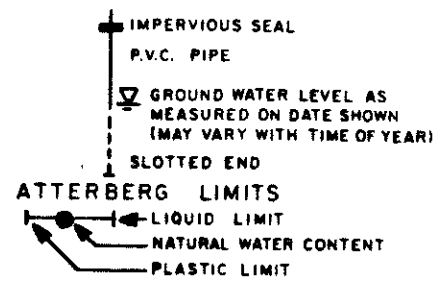
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FIGURE A2



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▣ = CORE ROCK SAMPLE
- REC = RECOVERY, %
- ROD = ROCK QUALITY DESIGNATION, %



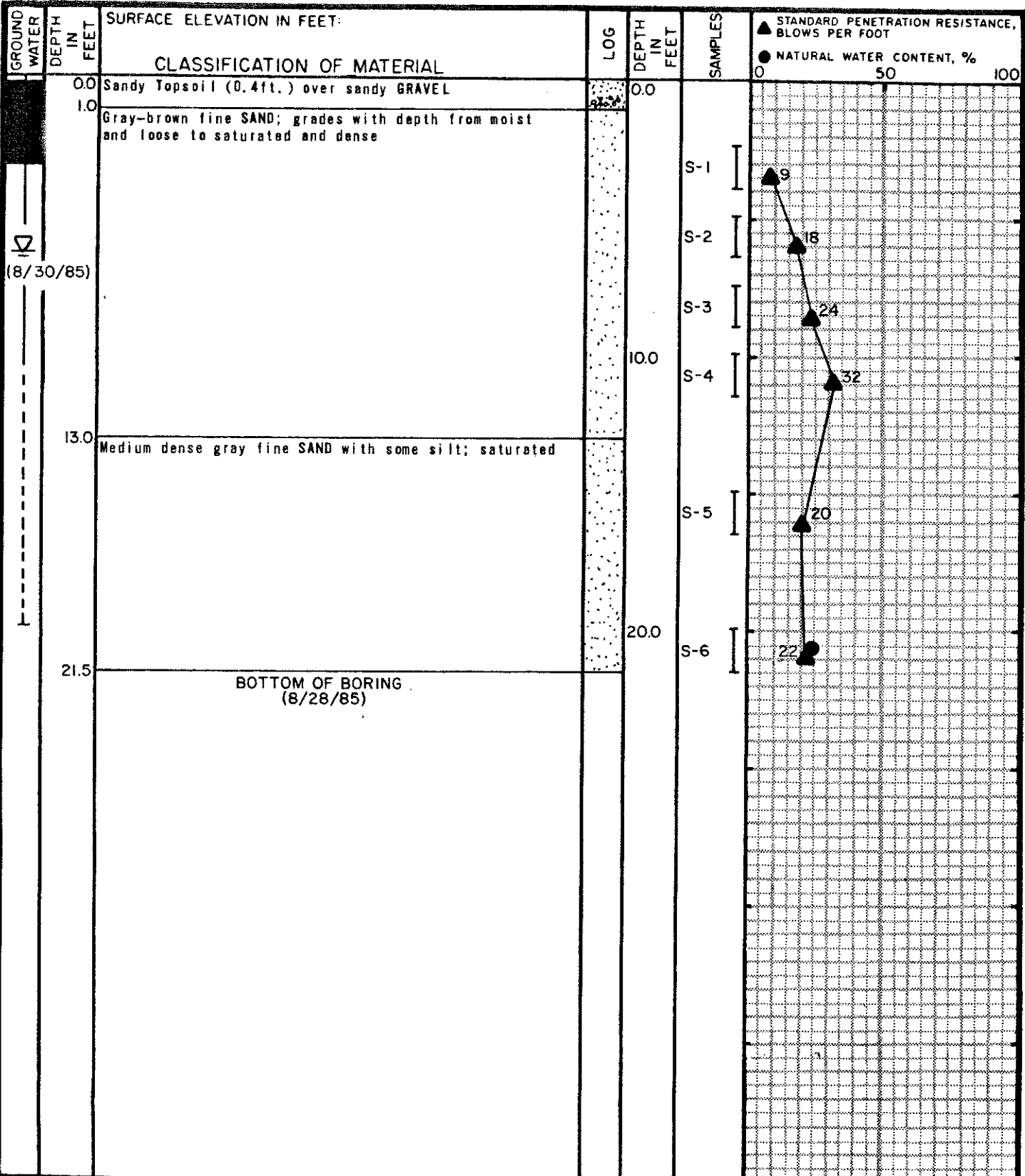
- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-3

NOTE
 Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition

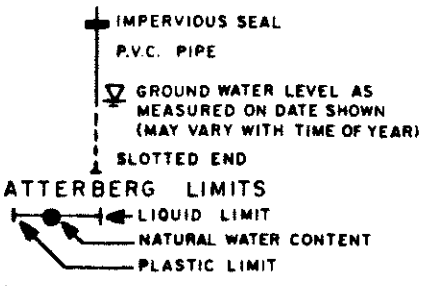
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FIGURE A3



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▮ = CORE ROCK SAMPLE
- REC: RECOVERY, %
- ROD: ROCK QUALITY DESIGNATION, %



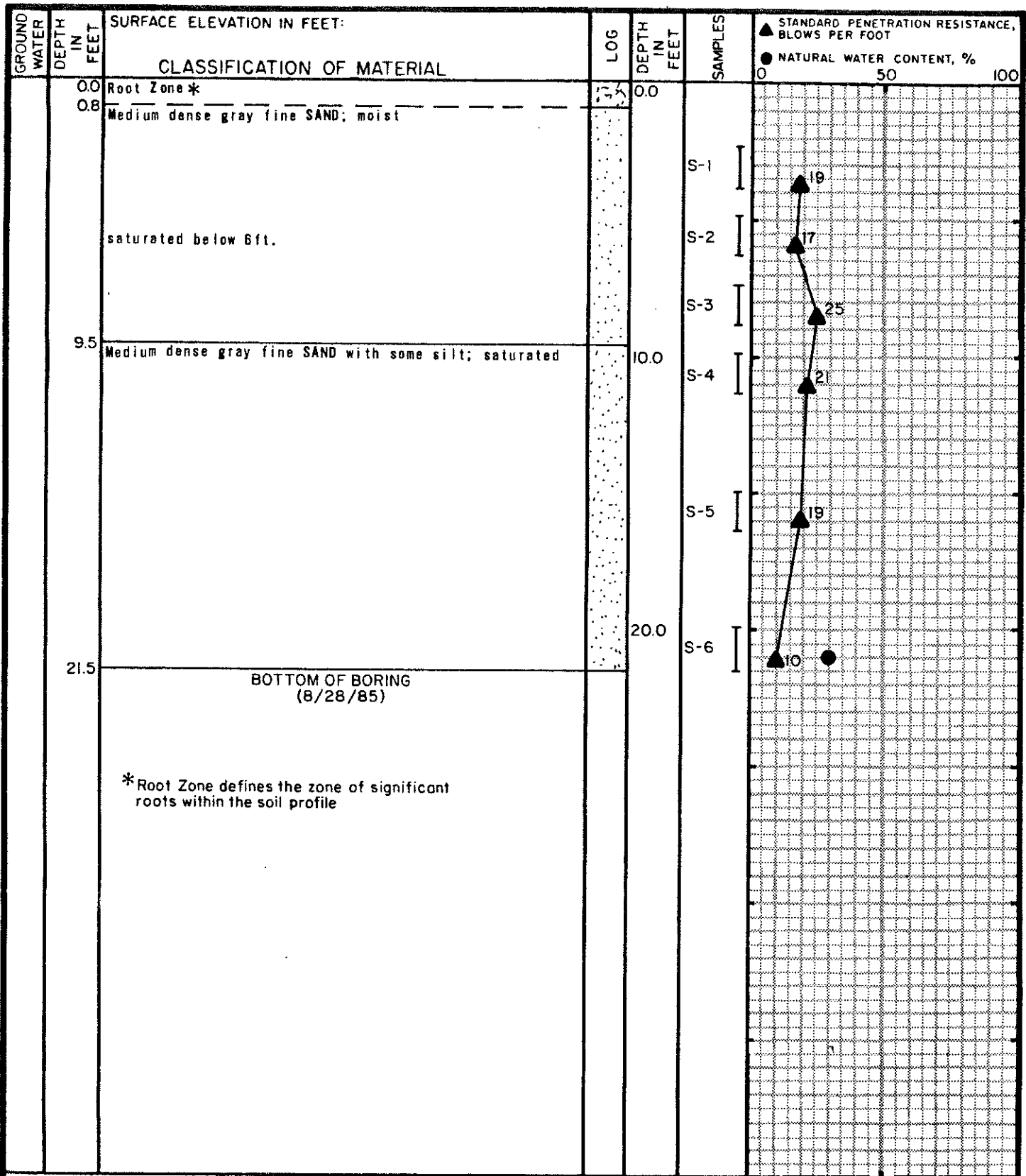
- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-4

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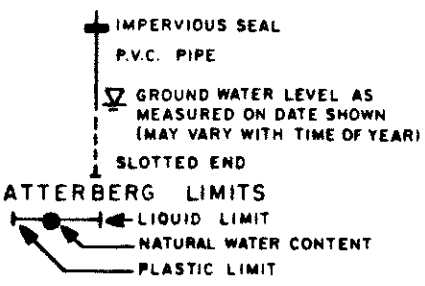
FIGURE A4

NOTE
 Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ⊓ = CORE ROCK SAMPLE
- REC = RECOVERY, %
- RQD = ROCK QUALITY DESIGNATION, %



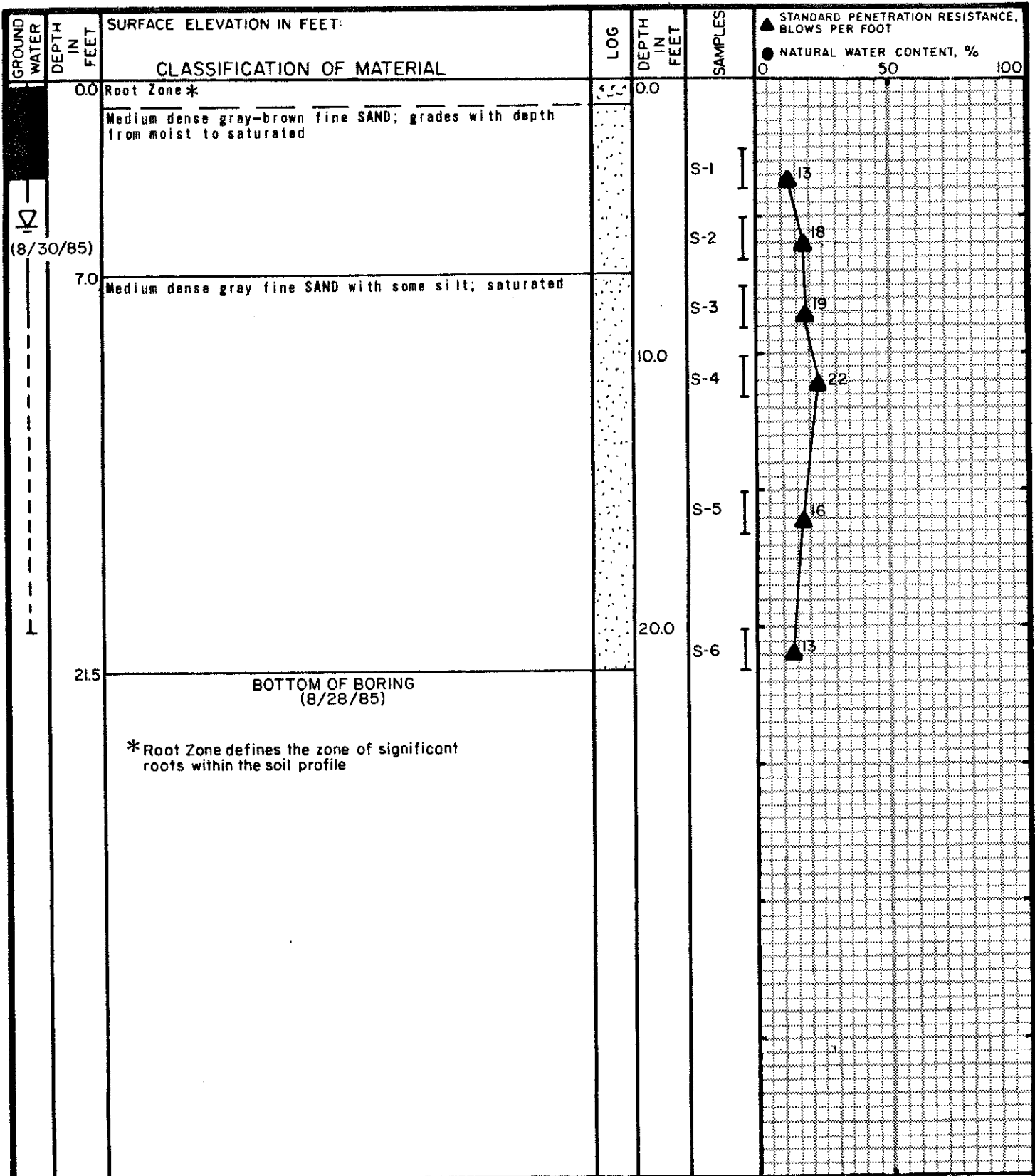
- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-5

NOTE: Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition

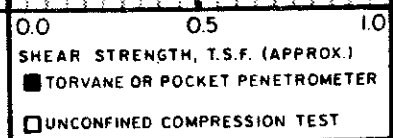
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FIGURE A5



LEGEND

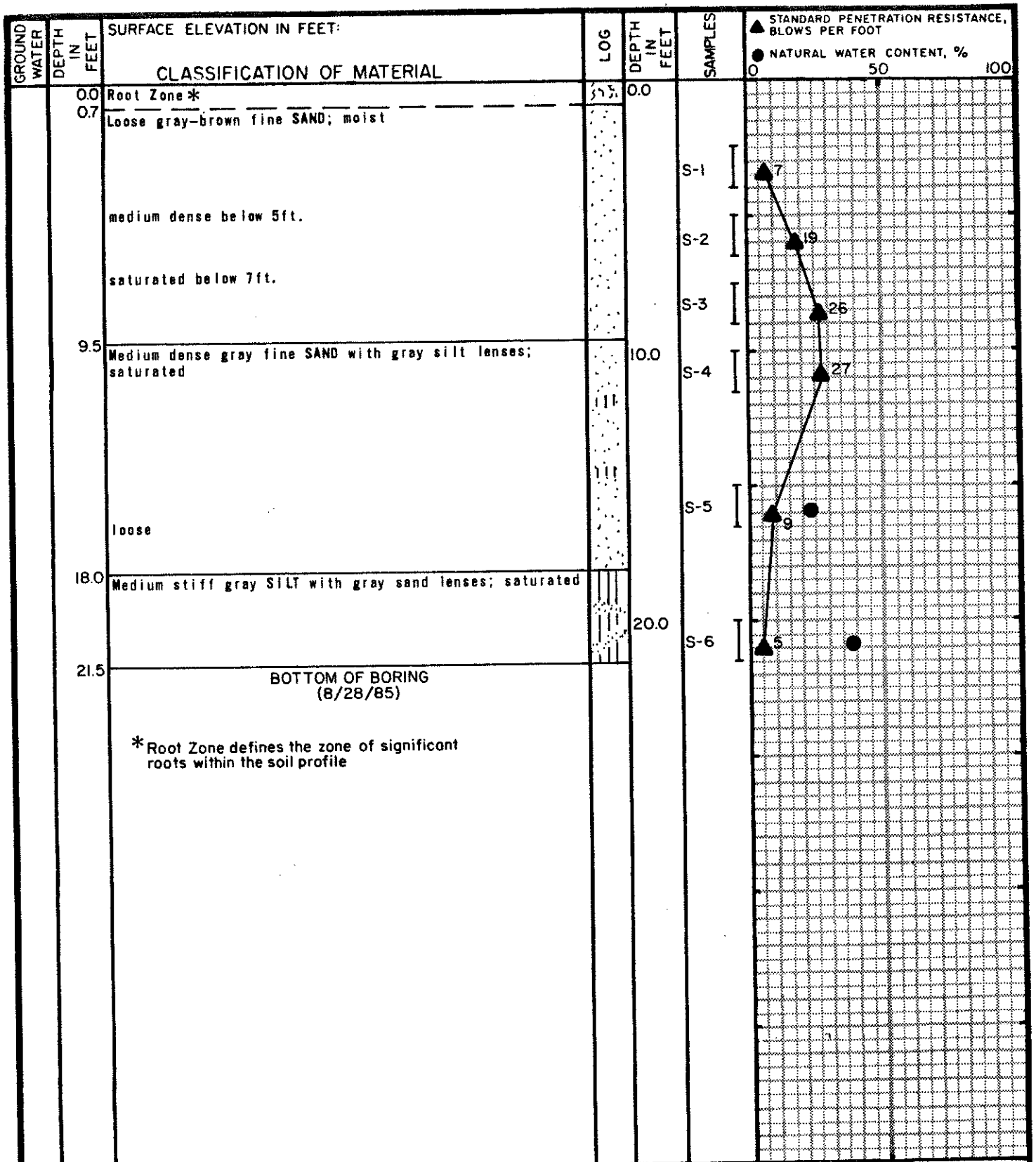
- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▣ = CORE ROCK SAMPLE
- REC = RECOVERY, %
- ROD = ROCK QUALITY DESIGNATION, %
- IMPERVIOUS SEAL
- P.V.C. PIPE
- ∇ GROUND WATER LEVEL AS MEASURED ON DATE SHOWN (MAY VARY WITH TIME OF YEAR)
- SLOTTED END
- ← ATTERBERG LIMITS
- ← LIQUID LIMIT
- ← NATURAL WATER CONTENT
- ← PLASTIC LIMIT



LOG BORING B-6

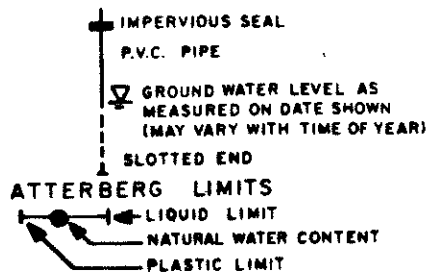
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FIGURE A6



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▬ = CORE ROCK SAMPLE
- REC: RECOVERY, %
- ROD: ROCK QUALITY DESIGNATION, %

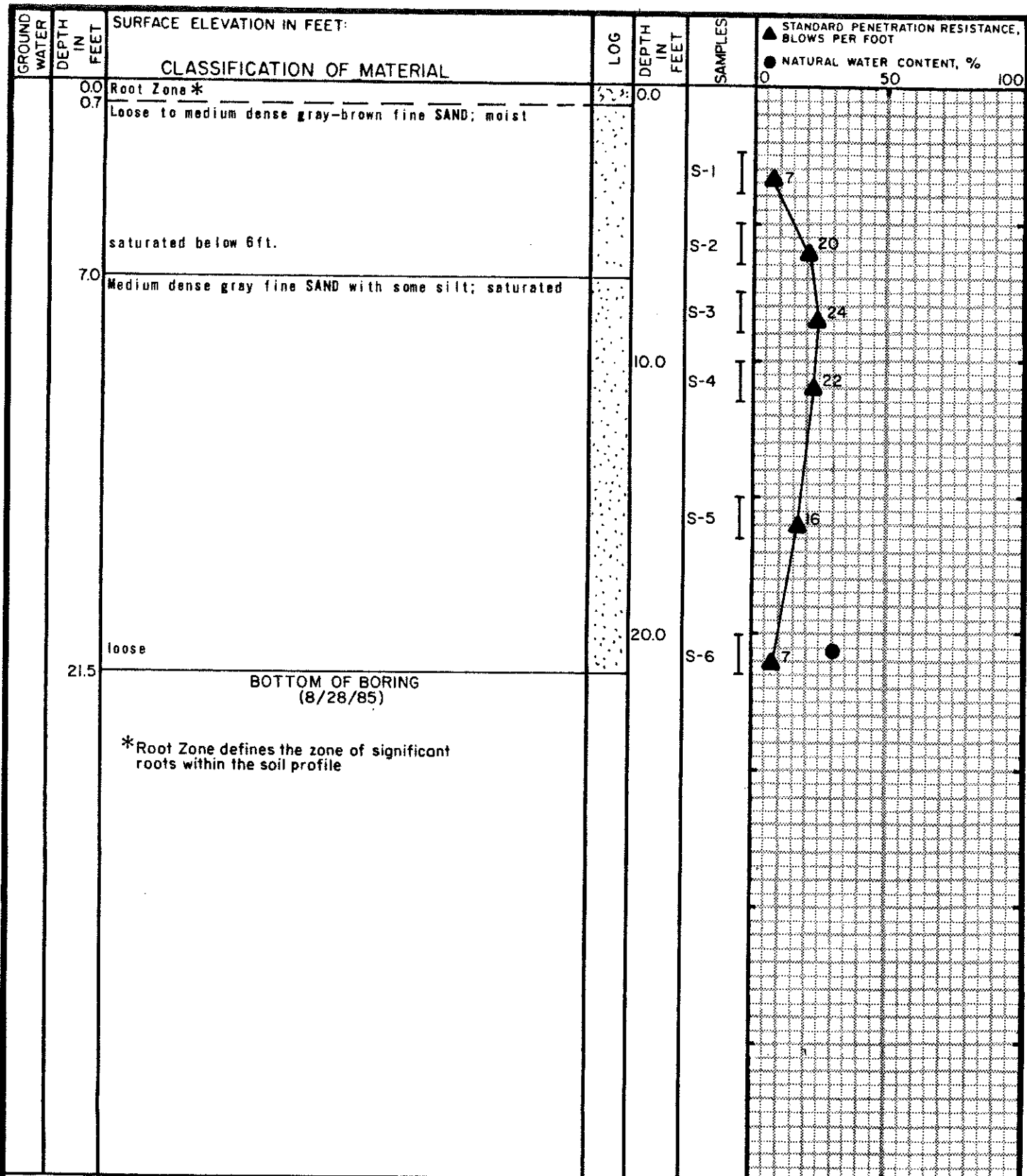


- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-7

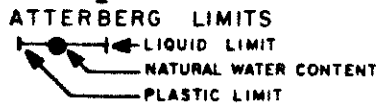
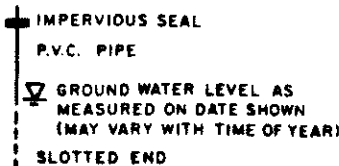
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FIGURE A7



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- I = CORE ROCK SAMPLE
- REC: RECOVERY, %
- ROQ: ROCK QUALITY DESIGNATION, %



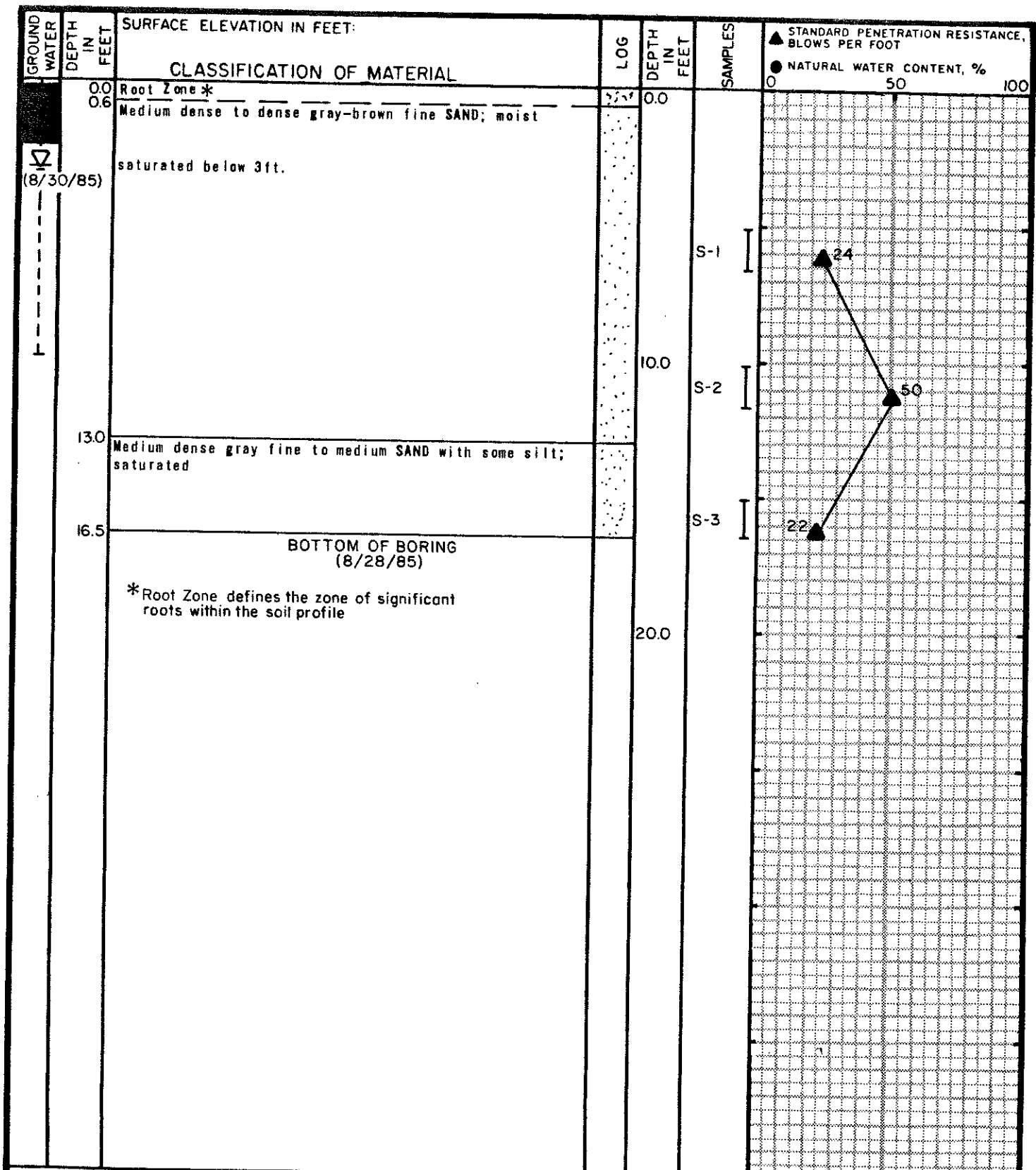
NOTE: Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition

- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-8

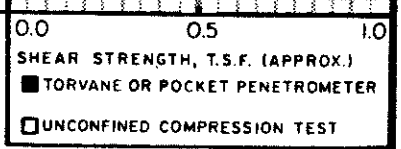
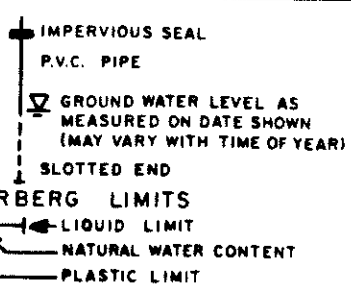
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 GEOTECHNICAL CONSULTANTS

FIGURE A8



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▣ = CORE ROCK SAMPLE
- REC: RECOVERY, %
- ROD: ROCK QUALITY DESIGNATION, %

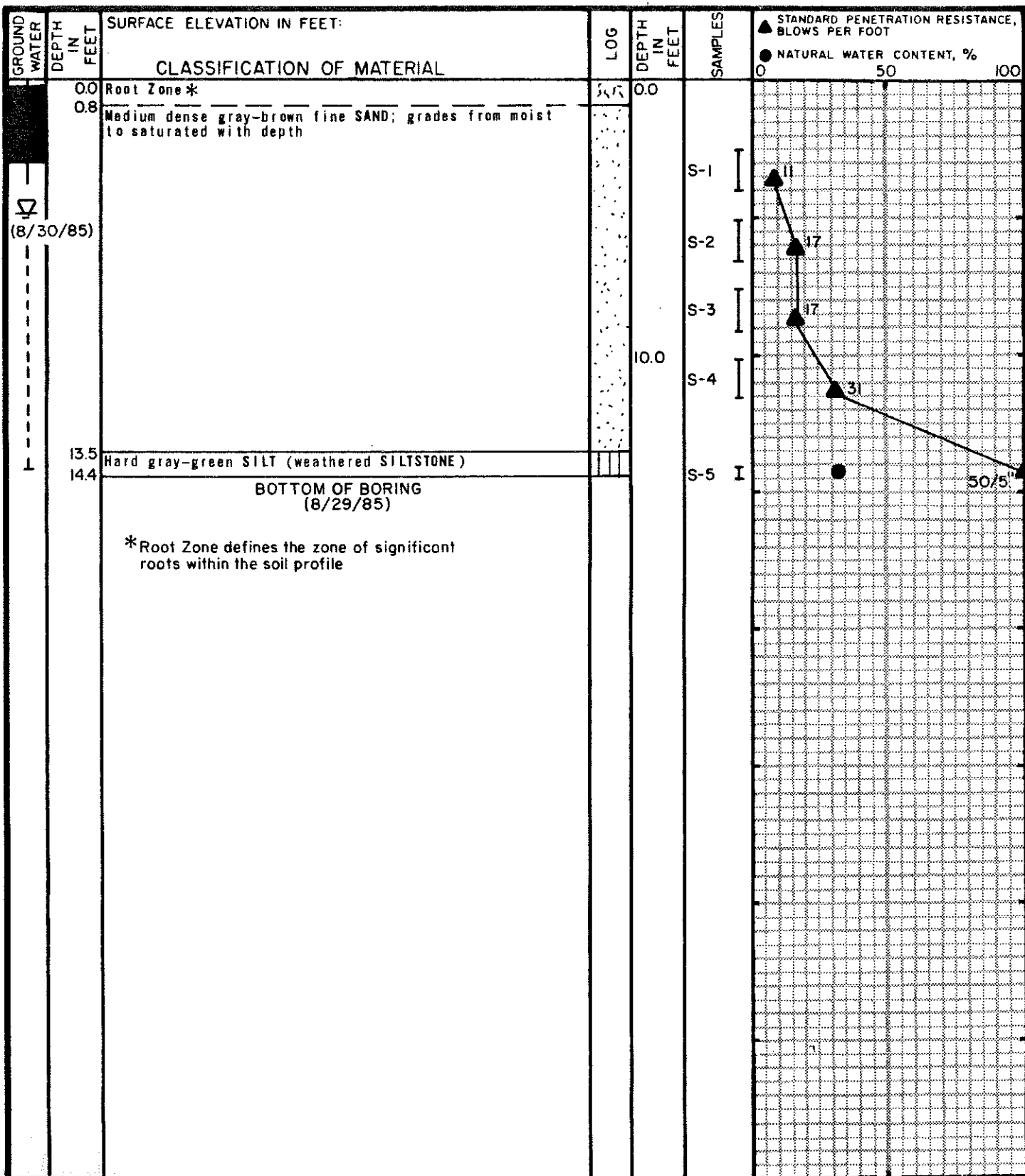


LOG BORING B-9

NOTE: Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition.

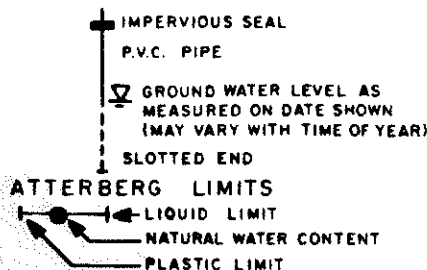
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FIGURE A9



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- = SAMPLE NOT RECOVERED
- ▣ = GRAB SAMPLE DRILL CUTTINGS
- = CORE ROCK SAMPLE
- REC: RECOVERY, %
- ROD: ROCK QUALITY DESIGNATION, %



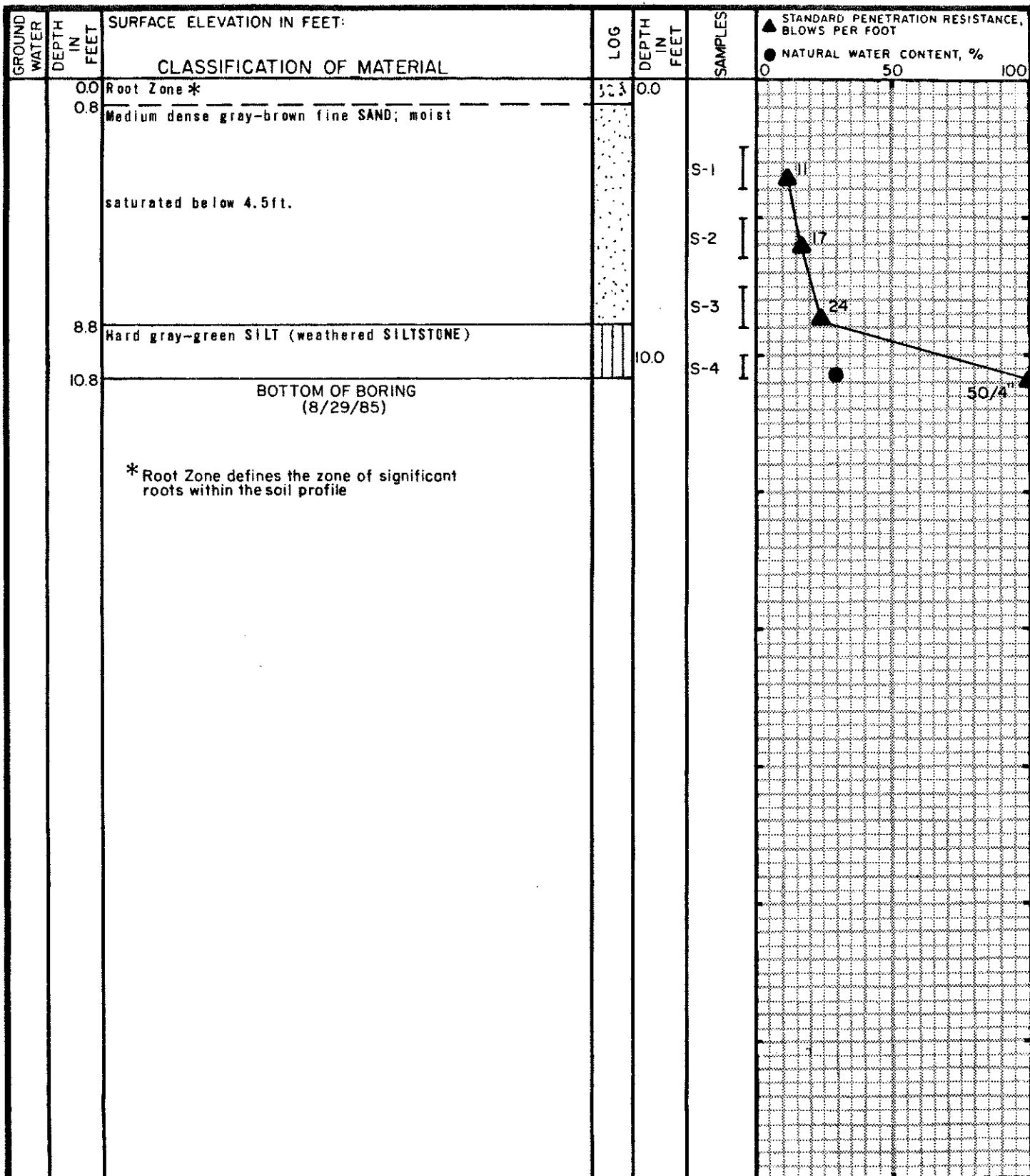
- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

NOTE: Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition

LOG BORING B-10

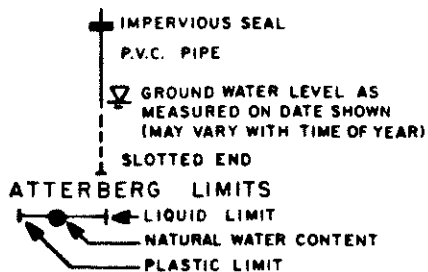
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FIGURE A10



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▮ = CORE ROCK SAMPLE
- REC = RECOVERY, %
- ROD = ROCK QUALITY DESIGNATION, %



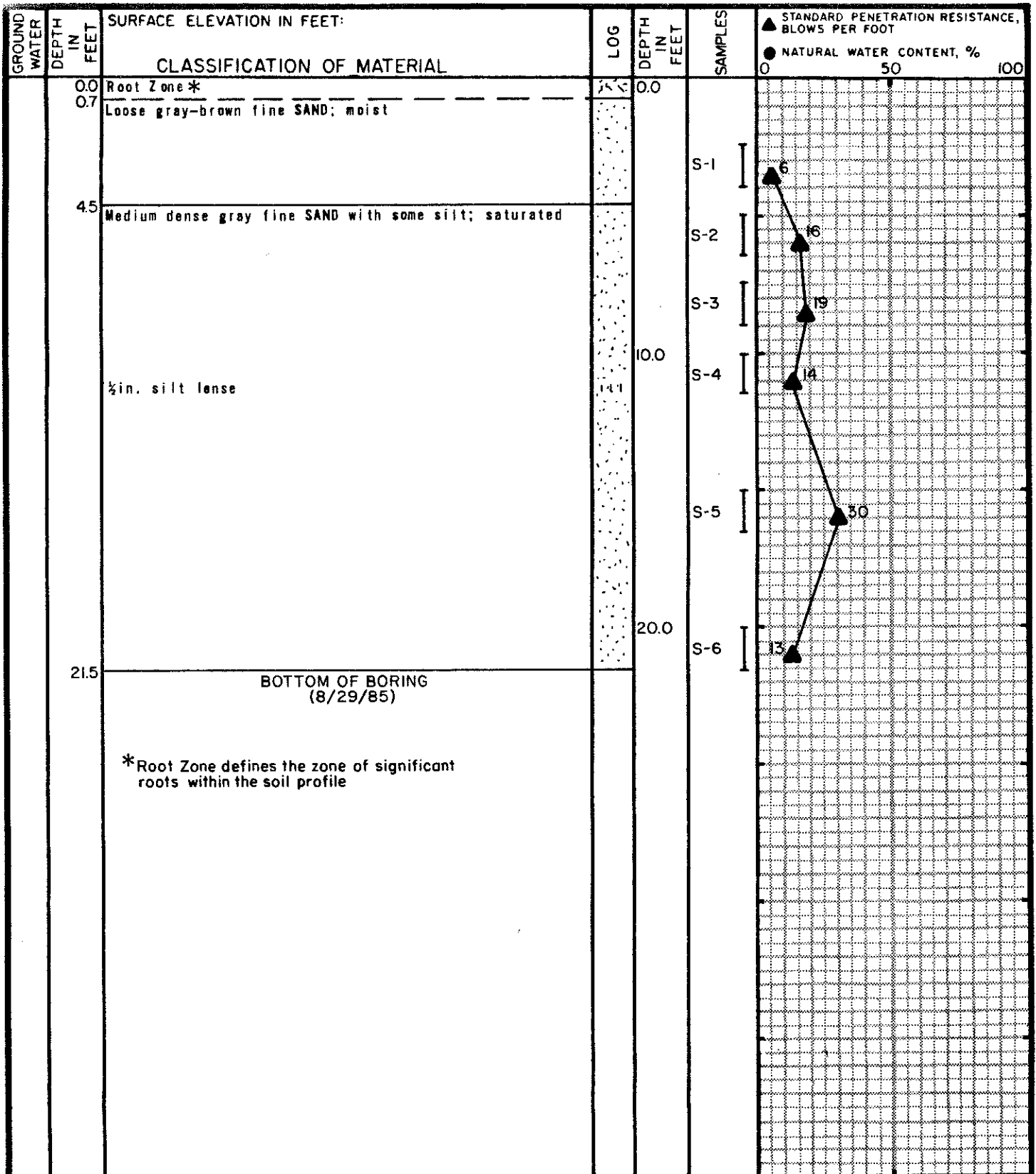
- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-11

NOTE: Lines representing the interface between soil/rock units of differing description are approximate only and may indicate gradual transition

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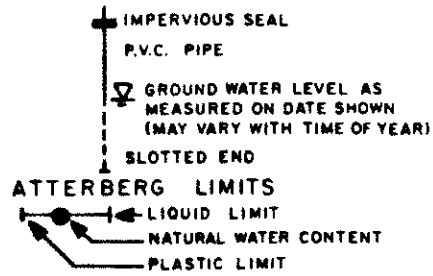
FIGURE A11



*Root Zone defines the zone of significant roots within the soil profile

LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- * = SAMPLE NOT RECOVERED
- = GRAB SAMPLE: DRILL CUTTINGS
- ▣ = CORE ROCK SAMPLE
- REC = RECOVERY, %
- ROD = ROCK QUALITY DESIGNATION, %

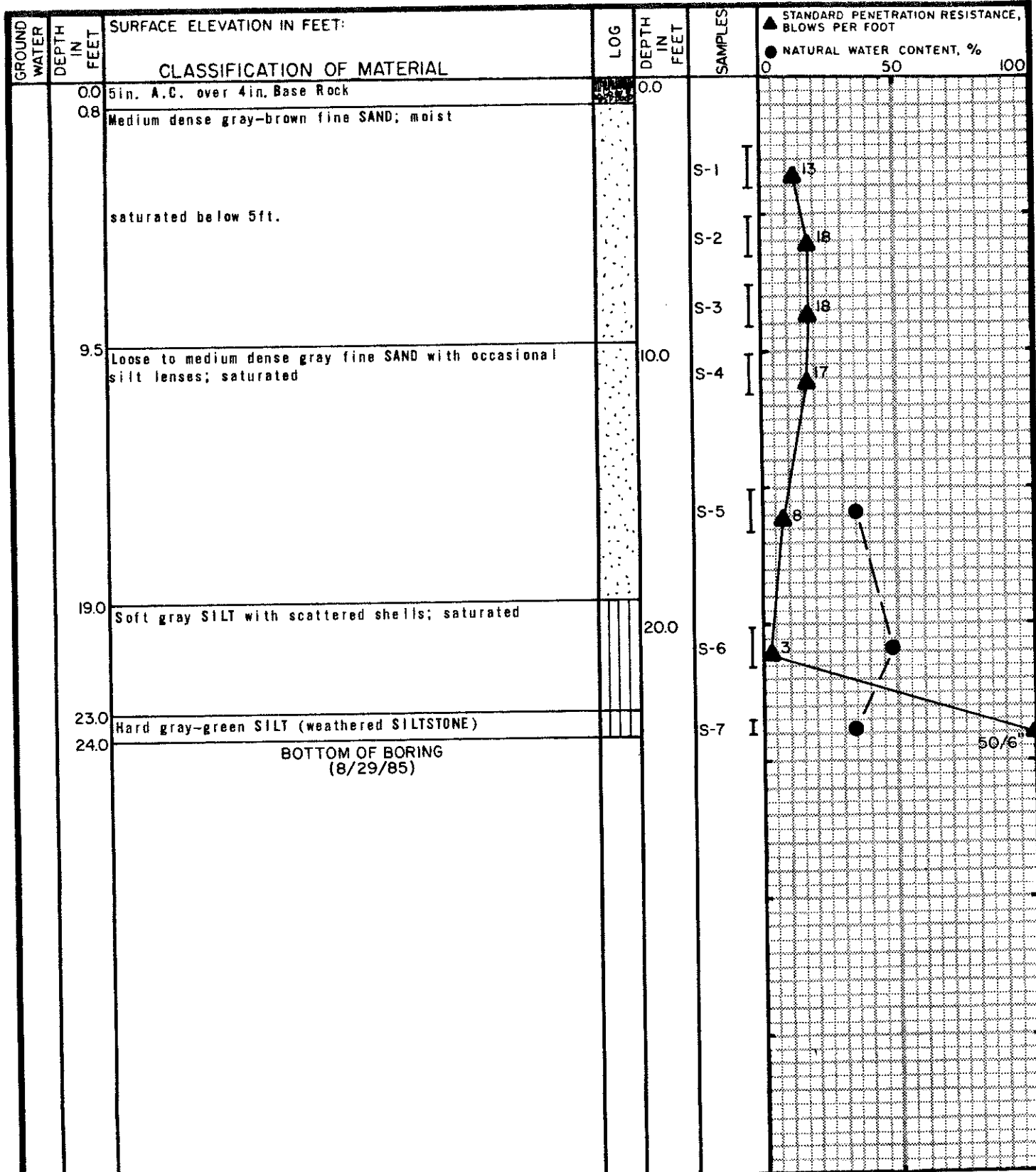


- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-12

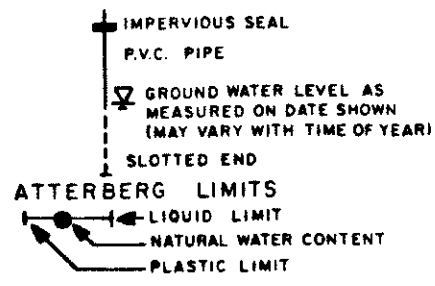
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FIGURE A12



LEGEND

- I = 2.0" O.D. SPLIT SPOON SAMPLE
- II = 3.0" O.D. THIN-WALLED SAMPLE
- = SAMPLE NOT RECOVERED
- ◆ = GRAB SAMPLE: DRILL CUTTINGS
- ⊥ = CORE ROCK SAMPLE
- REC = RECOVERY, %
- ROD = ROCK QUALITY DESIGNATION, %

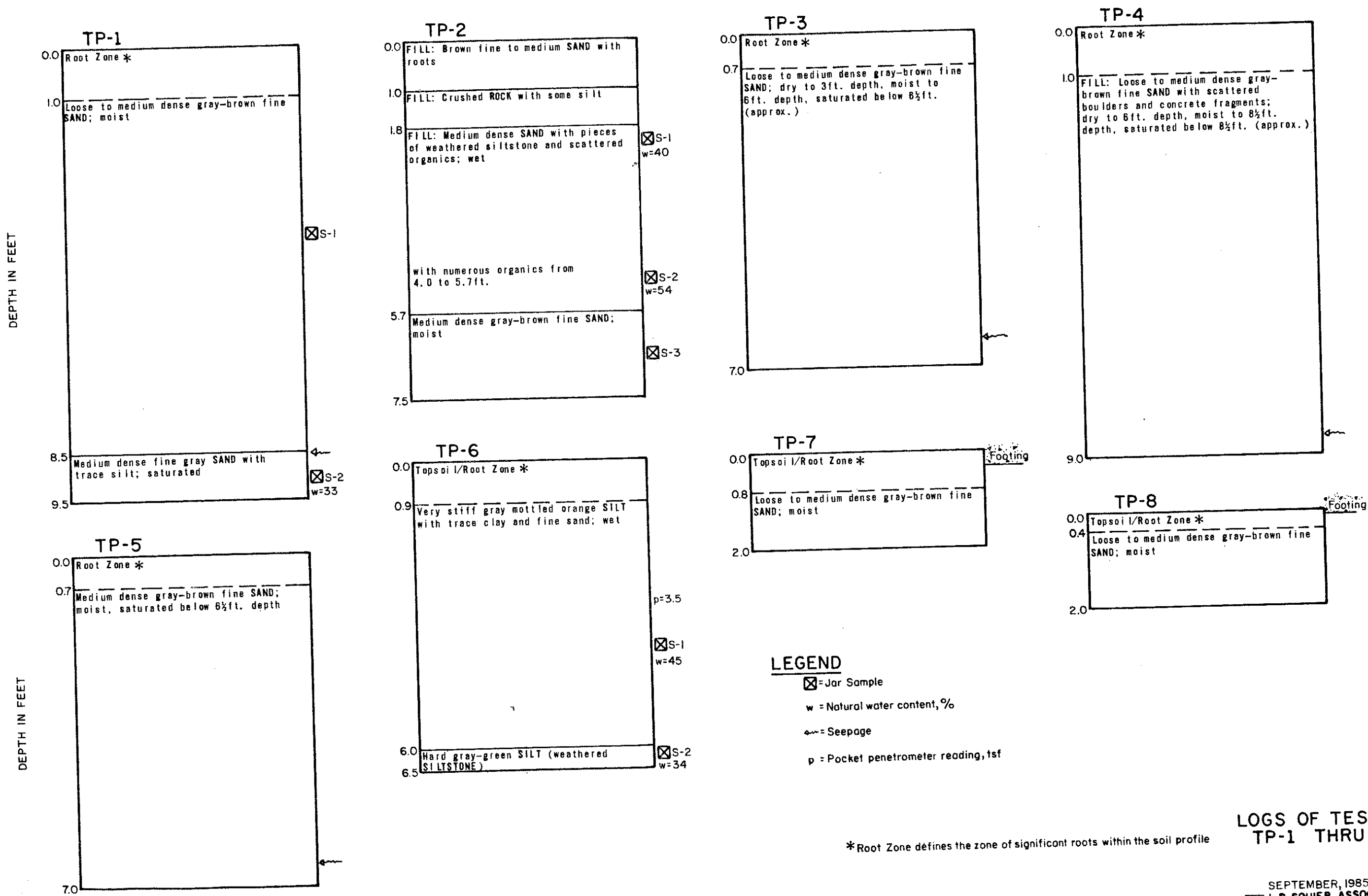


- 0.0 0.5 1.0
- SHEAR STRENGTH, T.S.F. (APPROX.)
- TORVANE OR POCKET PENETROMETER
- UNCONFINED COMPRESSION TEST

LOG BORING B-13

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FIGURE A13



LOGS OF TEST PITS
TP-1 THRU TP-8

*Root Zone defines the zone of significant roots within the soil profile

APPENDIX B
LABORATORY TESTS

APPENDIX B

LABORATORY TESTS

General

The samples that were obtained during the field explorations were examined in our laboratory. The physical characteristics of the samples were noted and the field classifications were modified where necessary. During the course of the examination, representative samples were selected for further testing. The laboratory testing program adopted for this investigation included standard classification tests, which consisted of visual examination, moisture contents, and grain-size analyses. The classification tests yield certain index properties of the soils important to an evaluation of soil behavior. The testing procedures and results of the tests are presented in the following paragraphs. Unless noted otherwise, all test procedures followed applicable ASTM standards.

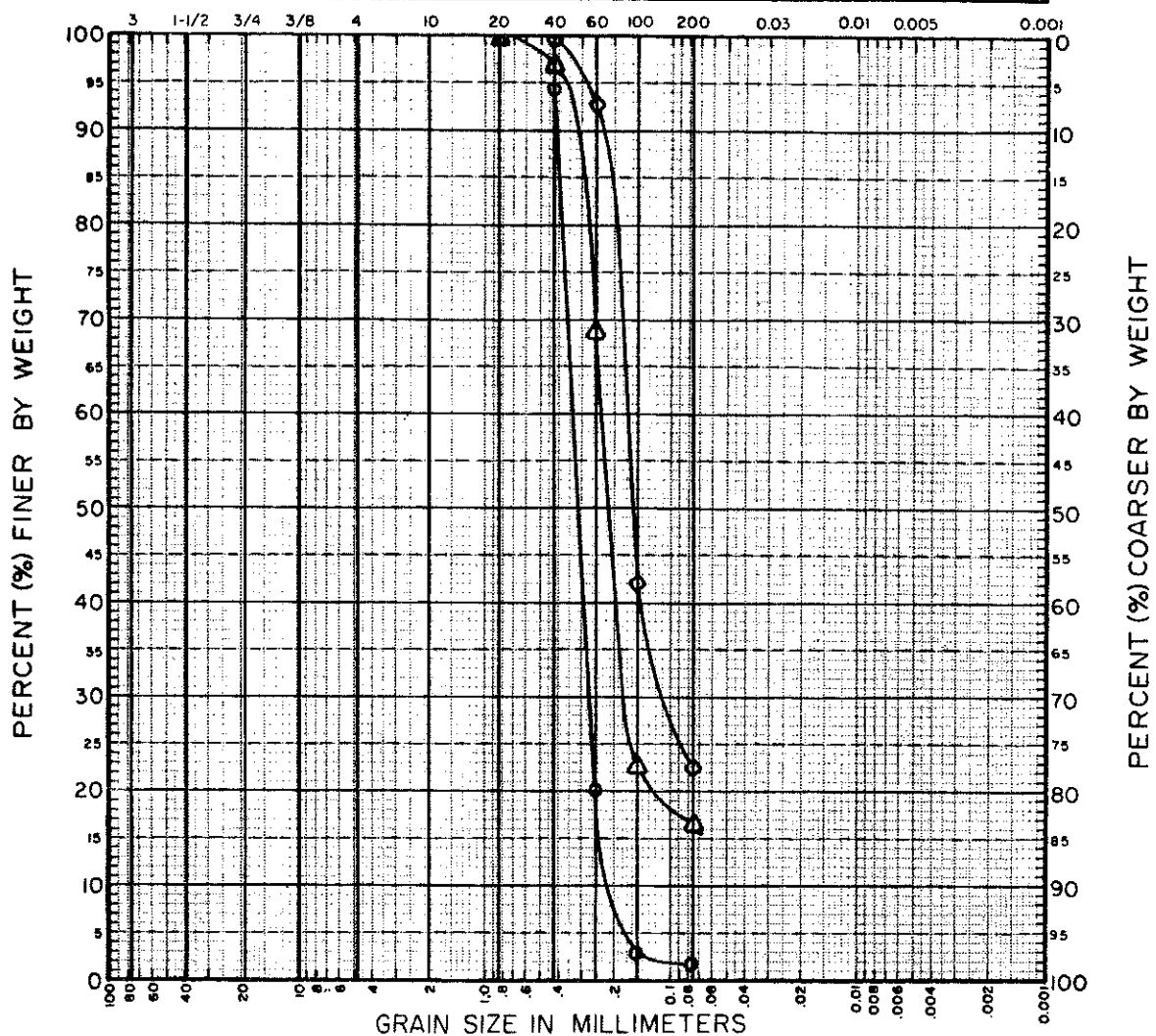
Classification Tests

Visual Classification. The soils were classified in accordance with the Unified Soil Classification System with certain other terminology, such as the relative density or consistency of the soil deposits, in general accordance with engineering practice. In determining the soil type (that is, gravel, sand, silt or clay) the term which best described the major portion of the sample was used. Modifying terminology to further describe the samples is defined in Table A1.

Moisture (Water) Contents. Natural moisture content determinations were made on all samples of the fine-grained soils (that is, silts, clays and silty sands). The natural moisture content is defined as the ratio of the weight of water to dry weight of soil, expressed as a percentage. The results of the moisture content determinations are presented on the logs of the borings and test pits presented in Appendix A.

Grain-Size Analyses. Mechanical grain-size analyses (wet sieve) were conducted on selected soil samples to determine their grain-size distribution. The results of the mechanical grain-size analyses are presented in the form of grain-size distribution curves on Figure B1.

SIEVE ANALYSIS		HYDROMETER ANALYSIS
SIZE OF OPENING IN INCHES	NUMBER OF MESH PER INCH U.S. STANDARD	GRAIN SIZE IN MM



TEST SYMBOL	BORING/TEST PIT	SAMPLE	DEPTH FEET	CLASSIFICATION	U.S.C.	NATURAL W (%)
○	B-7	S-2	6	Gray-brown fine SAND	SP	9.1
△	B-7	S-5	16	Gray fine SAND with some silt	SM	23.6
◇	TP-1	S-2	9	Gray fine SAND with some silt	SM	33.1

U.S.C. UNIFIED SOIL CLASSIFICATION

GRAIN SIZE CLASSIFICATION

FIGURE B1

We appreciate your interest in Pacific Power's net metering program. Before purchasing any net metering equipment, we recommend you review the requirements for interconnecting a net metering system to Pacific Power's electrical distribution system. The requirements are found in the Interconnection Agreement.

To complete the process for a net metering interconnection, please follow the steps below:

1. Complete and submit the following to Pacific Power:
 - Interconnection Agreement including the Application for Net Metering Interconnection
 - The inverter specification sheet
 - A simple one-line diagram showing
 - The location of Pacific Power's meter
 - The location of the disconnect switch
2. Pacific Power will review your agreement and application and send you a written notification of approval either by mail or e-mail
3. install the net metering system after you receive the written approval of your Interconnection Agreement and Application for Net Metering from Pacific Power
4. Obtain an inspection of your net metering system by the local city or county electrical inspector
5. Submit the electrical inspector's approval to Pacific Power
6. Schedule an appointment to have the net meter set by calling 1-888-221-7070
7. Turn on your net metering system *after* Pacific Power provides you written notification the interconnection work has been completed

Return completed documents to:

Pacific Power
Attn: Customer Generation Group
825 NE Multnomah, Suite 800
Portland, Oregon 97232

Or Email to:

netmetering@pacificorp.com

Thank you for your interest in the net metering program. If you have questions, please call us toll free at **1-888-221-7070** and ask for a net metering specialist.

Service ID#: _____

Request #: _____

**INTERCONNECTION AND NET METERING SERVICE AGREEMENT FOR NET
METERING FACILITY LEVEL 1 INTERCONNECTION
25 KW NAMEPLATE CAPACITY OR SMALLER**

This Interconnection and Net Metering Service Agreement (“Agreement”) is made and entered into this ___ day of _____, 20__ by and between _____, an electric customer (“Customer-Generator”), and PacifiCorp, dba Pacific Power (“Pacific Power”), a Corporation organized and existing under the laws of the State of Oregon. Customer-Generator and Pacific Power each may be referred to as a “Party”, or collectively as the “Parties”.

Recitals:

1. **Whereas**, Customer-Generator owns or intends to install a Net Metering Facility qualifying for “Net Metering,” Rate Schedule No. 135, as given in Pacific Power’s currently effective tariff as filed with the Public Utility Commission of Oregon (“Commission”), on Customer-Generator’s premises located at _____, Oregon, (“Facility”) for the purpose of generating electric energy;
2. **Whereas**, Customer-Generator desires to interconnect the Net Metering Facility with Pacific Power’s distribution system consistent with the Application completed by Customer-Generator as described in Appendix A (“Application”) of this Agreement; and
3. **Whereas**, Customer-Generator, using its Net Metering Facility, intends to offset part or all of its electrical requirements supplied by Pacific Power.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Interconnection

The Agreement shall be used for all approved Level 1 Applications according to the procedures set forth in Oregon Administrative Rule (“OAR”) 860, Division 039 (“Rule”). The Agreement establishes standard terms and conditions approved by the Commission under which a Level 1 Net Metering Facility as described in Appendix A (“Application”) with an electric nameplate capacity of 25 kW or smaller will interconnect to, and operate in parallel with, Pacific Power’s system.

1.2 Applicability

Customer-Generator shall be a customer with Net Metering facilities located on Customer-Generator’s premises and shall consist of eligible generation facilities as defined in the most current version of Pacific Power & Light Company Oregon Schedule 135 with a nameplate capacity of not more than 25 kW.

1.3 Responsibilities of the Parties

- 1.3.1** The Parties shall perform all obligations of the Agreement in accordance with all applicable laws.
- 1.3.2** Customer-Generator will construct, operate, test, and maintain its Net Metering Facility in accordance with the Rule, and other applicable standards required by the Commission, as may be amended from time to time.
- 1.3.3** Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and equipment on their respective sides of the point of interconnection. Each Party shall provide interconnection facilities that adequately protect the other Party's facilities, personnel and other persons from damage and injury. The allocation of responsibility for the design, installation, operation and maintenance of interconnection facilities is prescribed in the Rule.

1.4 Parallel Operation and Maintenance Obligations

Once the Net Metering Facility has been authorized to commence parallel operation by an approved application, execution of this Agreement, Customer-Generator will abide by all written provisions for operations and maintenance as required by the Rule and Pacific Power's tariffs.

1.5 Metering

Pacific Power shall install, own and maintain, at its sole expense, a kilowatt-hour meter(s) and associated equipment to measure the flow of energy in each direction, unless otherwise authorized by the Commission. Customer-Generator hereby consents to the installation and operation by Pacific Power and at Pacific Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Customer-Generator.

1.6 Net Metering Facility Requirements, Installation, Operation

- 1.6.1** Customer-Generator's Net Metering Facility must meet the requirements set forth in the Rule and Pacific Power's Oregon Schedule 135 or its successor tariff(s).
- 1.6.2** Customer-Generator is responsible for all costs associated with its Net Metering Facility.

1.7 Anticipated Start Date

Customer-Generator must include an anticipated start date for operation of its Facility in the Application. The anticipated start date included in the Application will be for planning purposes only and shall not be construed as the anticipated start date notice required in the Rule. After receiving notice that the Application has been approved, Customer-Generator must execute and return this Agreement with a copy of the

approved electric inspection to Pacific Power. Upon satisfactory completion of all reviews and inspections of the Facility, Customer-Generator must notify Pacific Power at least five (5) business days prior to starting operation of the Facility, either through submission of an executed Agreement or through separate written notice. Customer-Generator shall not operate the Facility until Pacific Power executes this Agreement, installs the net meter and notifies Customer-Generator that the Facility is interconnected.

1.8 Net Metering Facility Testing and Maintenance

Customer-Generator shall conduct maintenance and testing on its Net Metering Facilities as set forth in the Rule.

1.9 Removal of Facility

Customer-Generator shall immediately notify Pacific Power if Customer-Generator removes or ceases to operate the Facility.

Article 2. Disconnect Switch, Signage, Testing, Authorization, and Right of Access

2.1 Disconnect Switch

Customer-Generator shall comply with the Rule regarding disconnect switches. The disconnect switch may be located more than 10 feet from the public utility meter if permanent instructions are posted at the meter indicating the precise location of the disconnect switch. The public utility must approve the location of the disconnect switch prior to the installation of the net metering facility.

2.2 Equipment Testing and Inspection

Customer-Generator will test and inspect its Net Metering Facility and interconnection facilities prior to interconnection in accordance with IEEE 1547 and 1547.1 Standards as set forth in the Rule. Customer-Generator shall not begin operation of the Net Metering Facility until satisfactory completion of the inspection.

2.3 Right of Access

As provided in the Rule, Pacific Power shall have access to any required disconnect switch at the Net Metering Facility at all times. Pacific Power will provide reasonable notice to Customer-Generator when possible prior to using the right of access. Additionally, as provided in Pacific Power & Light Company Oregon Rule 6, or its successor tariff, Pacific Power shall have access to the metering equipment.

Article 3. Effective Date, Term, Termination and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will become effective on the Effective Date and will remain in effect unless terminated in accordance with provisions of this Agreement, or Order by the Commission.

3.3 Termination

No termination will become effective until the Parties have complied with all applicable laws and clauses of this Agreement applicable to such termination.

3.3.1 Customer-Generator may terminate this Agreement at any time by giving Pacific Power twenty (20) Business Days written notice.

3.3.2 Upon termination of this Agreement, the Net Metering Facility will be disconnected from Pacific Power's system at Customer-Generator's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

3.3.3 The Commission may Order termination of this Agreement.

3.3.4 If Customer-Generator removes the Net Metering equipment at the Facility or ceases to operate its Facility at the premise listed in Recital 1 above, this Agreement will be terminated.

3.3.5 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Pacific Power or Customer-Generator may temporarily disconnect the Net Metering Facility from Pacific Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, Pacific Power or Customer-Generator may immediately suspend interconnection service and temporarily disconnect the Net Metering Facility. Pacific Power shall notify Customer-Generator promptly when Pacific Power becomes aware of an emergency condition that may reasonably be expected to affect the Net Metering Facility operation. Customer-Generator shall notify Pacific Power promptly when Customer-Generator becomes aware of an emergency condition that may reasonably be expected to affect Pacific Power's system. To the extent the information is known, the notification shall describe the emergency condition, the extent of any damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, the anticipated duration, and the necessary corrective action.

3.4.2 If the Net Metering Facility must be physically disconnected for any reason, Pacific Power may do so by disconnecting all service to the Customer-

Generator and/or all service to the premises where the Net Metering Facility is located.

- 3.4.3** Customer-Generator shall make reasonable efforts to provide notice of interruption of Net Metering Facility operation for safety and/or reliability reasons prior to the interruption unless an emergency occurs. Emergency interruptions or temporary terminations are subject to 3.4.1 above.
- 3.4.4** Pacific Power shall use reasonable efforts to provide Customer-Generator with prior notice of forced outages to effect immediate repairs to Pacific Power's system. If prior notice is not given, Pacific Power, shall, upon request, provide Customer-Generator written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.5** Customer-Generator must provide Pacific Power notice and obtain Pacific Power's written approval before Customer-Generator may modify its Net Metering Facility in order to increase the electric output of the Net Metering Facility. If Customer-Generator makes any material change without prior written authorization of Pacific Power, Pacific Power will have the right to temporarily disconnect the Net Metering Facility until Pacific Power has had an opportunity to review the change(s) made to determine whether they are acceptable. If system modifications or other equipment installations are deemed necessary by Pacific Power to accommodate the modified Net Metering Facility, Customer Generator shall submit the appropriate net metering application at that time.
- 3.4.6** The Parties shall cooperate with each other to restore the Net Metering Facility, interconnection facilities, and Pacific Power's system to its normal operating state as soon as reasonably practicable following any disconnection pursuant to Section 3.4.

Article 4. **Cost Responsibility**

Customer-Generator shall bear the cost of any facilities, equipment, modifications and upgrades as required by the Rule. Customer-Generator shall also be responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Net Metering Facility.

Article 5. **Billing**

5.1 Monthly Billing

The Electric Service Charge shall be computed in accordance with the Monthly Billing in the applicable standard service tariff.

5.2 Special Conditions

5.2.1 Differences in Energy Supplied

The differences in energy supplied to the Customer-Generator will be calculated in accordance with the Rule and the applicable Pacific Power tariffs.

5.2.2 Aggregating Meters

Aggregating Meters is allowed if certain conditions are met under the Rule. Customer-Generator designates the following meters for aggregation: _____ . In the event that the Net Metering Facility supplies more electricity to Pacific Power than the Customer-Generator uses from Pacific Power, Pacific Power will apply any credits to the next monthly bill in accordance with the Rule. Customer-Generator shall designate the order in which to apply any credits in accordance with the Rule.

Article 6. Assignment, Liability, Indemnity, Consequential Damages and Default

6.1 Assignment

This Agreement may be assigned by either Party with the consent of the other Party. A Party's consent to an assignment may not be unreasonably withheld. The assigning Party must give the non-assigning Party written notice of the assignment at least fifteen days (15) before the effective date of the assignment. The non-assigning Party must submit its objection to the assignment, if any, to the assigning Party in writing at least 5 business days before the effective date of the assignment. If a written objection is not received within that time period, the non-assigning party is deemed to consent to the assignment.

6.1.1 Exceptions to Consent Requirement

- 6.1.1.1** Either Party may assign the Agreement without the consent of the other Party to any affiliate (including a merger or acquisition of the Party with another entity) with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.
- 6.1.1.2** Customer-Generator is entitled to assign the Agreement without the consent of Pacific Power for collateral security purposes to aid in obtaining financing for the Net Metering Facility.
- 6.1.1.3** For small generator systems that are integrated into a building facility, the sale of the building or property will result in the automatic assignment of this Agreement to the new owner who will be responsible for complying with the terms and conditions of this Agreement.

6.1.2 Any attempted assignment that violates this Article is void and ineffective. Assignment does not change or eliminate a Party's obligations under this Agreement. An assignee is responsible for meeting the same obligations as the assigning Party.

6.2 Limitation of Liability and Consequential Damages

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, is limited to the amount of direct damage actually incurred. Neither Party is liable to the other Party for any indirect, special, consequential, or punitive damages.

6.3 Default

6.6.1 A Party is in default if the Party fails to perform an obligation required under this Agreement (other than the payment of money). A Party is not considered in default of this agreement if the failure to perform an obligation is caused by an act or omission of the other Party.

6.6.2 Upon a default, the non-defaulting Party must give written notice of the default to the defaulting party. The defaulting party has sixty (60) calendar days from the receipt of the written default notice to cure the default. If the default is not capable of cure within the 60-day period, the defaulting Party must begin to cure the default within twenty (20) calendar days after receipt of the written default notice, and must continuously and diligently complete the cure within six (6) months of the receipt of the notice.

6.6.3 If a default is not cured as provided in 6.6.2, then the non-defaulting Party is entitled to terminate the Agreement by written notice at any time until cure occurs. If the non-defaulting Party chooses to terminate this Agreement, the termination provisions in Article 3.3 apply. Alternately, the non-defaulting Party is entitled to seek dispute resolution with the Commission in lieu of termination.

Article 7. Insurance

General Liability Insurance is not required as a part of the Agreement if the Net Metering Facility is in compliance with ORS 757.300(4)(a) & (b) and the safety standards contained in the Rule.

Article 8. Dispute Resolution

8.1 Nothing in this Article shall restrict the rights of any Party to file a Complaint with the Commission under relevant provisions of the applicable state law.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation, and enforcement of this Agreement is governed by the laws of the State of Oregon. If any provision of this Agreement conflicts with any applicable provision, as may be amended from time to time, of Oregon Revised Statutes (“ORS”), Oregon Administrative Rules (“OAR”), or Pacific Power’s Tariffs (“Tariff”), then the applicable provision of the ORS, OAR, or Tariff controls. Pacific Power must provide copies of the applicable provisions of the ORS, OAR, and Tariff upon the Customer-Generator’s request.

9.2 Amendment

The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with the provisions of the Rule, applicable Commission Orders and provisions of the laws of the State of Oregon.

9.3 No Third Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, or where permitted, their successors in interest and their assigns.

9.4 Waiver

9.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

9.4.2 The Parties may also agree to mutually waive a Section of this Agreement without the Commission’s approval where the Rule so provides.

9.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any request for waiver of the Agreement or any provisions thereof shall be provided in writing.

9.5 Severability

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of the Agreement shall remain in full force and effect.

9.6 Subcontractors

Nothing in the Agreement shall prevent a Party from using the services of any subcontractor, or designating a third party agent as the one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of the subcontractor.

9.6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

9.6.2 The obligations under this Article will not be limited in any way by any limitation of a subcontractor's insurance.

9.7 Multiple Counterparts

This document may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original document and as if all the Parties had signed the same document.

Article 10. Notices and Records

10.1 General

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, sent by first class mail, postage prepaid, or by electronic mail if an electronic mail address is provided below, to the person specified below:

If to Customer-Generator:

Customer-Generator: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
Email: _____

If to Pacific Power:

Attention: Net Metering Group
P.O. Box 400
Portland, Oregon 97207
Phone: (888) 221-7070

10.2 Changes to the Notice Information

Either Party may change this notice information by giving five (5) business days written notice prior to the effective date of the change.

10.3 Records

Pacific Power will maintain a record of the Net Metering Agreement and related Attachments, if any, for as long as the net metering arrangement is in place. Pacific Power will provide a copy of these records to Customer-Generator within 15 Business Days if a request is made in writing.

Article 11. Signatures

IN WITNESSETH WHEREOF, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

For the Customer-Generator:

By: _____
Name: _____
Title: _____
Date: _____

For Pacific Power:

By: _____
Name: _____
Title: _____
Date: _____

**APPENDIX A
NET METERING APPLICATION
LEVEL 1 REVIEW
INVERTER BASED SYSTEMS, 25 KW OR SMALLER**

Section 1: Applicant Contact Information

Customer-Generator Name: _____
 Mailing Address: _____
 City, State, Zip: _____
 Pacific Power Customer Account No: _____ – Request Number: _____
 Date Returned/Received Application from Customer- Generator: _____

Section 2: To Be Completed By Customer-Generator – Address of Generator where Net Metering Facility will be Interconnected

Street Address: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Daytime Phone: (____) _____ Fax: (____) _____
 Email: _____

System Information

System Type: Solar Wind Hydro Other (Specify): _____
 Generation Nameplate Capacity: _____ kW (Combine DC total of wind turbines, solar panels, etc)
 Inverter Controlled: Yes No
 Inverter Manufacture: _____ Model: _____ Number of Inverters: _____ Rating: _____ kW
 Manufacturer Nameplate Inverter Total Capacity Rating: _____ kW
 Type of Service: Single Phase Three Phase
 Meets IEEE standard 1547 and UL Subject 1741 requirements as specified in the Rule: Yes No

Please note: A disconnect switch is not required for an inverter-based facility for services of 600 volts or less with a maximum rating as follows:

Service Type—Maximum Net Metering Facility Size (kW)
 240 Volts, Single-Phase, 3 Wire—7.2 kW
 120/208 Volts, 3-Phase, 4 Wire—10.5 kW
 120/240 Volts, 3-Phase 4 Wire—12.5 kW
 277/480, 3-Phase 4 Wire—25.0 kW

Manual disconnect required: Yes No

For other service types, the net metering facility must not impact the Customer-Generator's service conductors by more than 30 amperes. If a disconnect switch is installed, Customer-Generator to provide a simple one-line diagram that shows the location of the disconnect switch.

"Parallel Generation Onsite" metal or plastic engrave signage posted as required by the latest edition of the National Electric Code Section 110.22 and 430.102: Yes No

Electrical inspection approval date (*attach copy or provide to utility when obtained*): _____

Anticipated Start Date (est. date for operation), for planning purposes only: _____

Customer-Generator may operate the Net Metering Facility temporarily for testing and obtaining inspection approval. Customer-Generator shall not operate the Net Metering Facility in continuous parallel without an executed Interconnection and Net Metering Service Agreement.

I hereby certify that the information provided in this Application is true. I will provide Pacific Power a copy of signed government electrical inspection approval documents when obtained.

Customer-Generator or Applicant signature & Date: _____

Section 3: To be completed by the System Installer (if available)

Installation Contractor Information/Hardware and Installation Compliance

Installation Contractor (Company Name): _____

Contractor's License No.: _____ Proposed Installation Date: _____

Mailing Address: _____

Daytime Phone: _____ Fax: _____ Email: _____

Section 4. To be completed by Pacific Power:

Pacific Power does not, by approval of this Application, assume any responsibility or liability for damage to property or physical injury to persons. Further, this Application does not constitute a dedication of the owner's System to Pacific Power electrical system equipment or facilities.

This Application is approved by Pacific Power on this ____ day of _____, 20__

Pacific Power Representative Name (Print): _____

Signed (Pacific Power Representative): _____ Date: _____

Section 5: To be completed by Pacific Power Meterman

Customer Account No. _____ Site ID No. : _____

Served from Facility Point No.: _____

New Net Meter No.: _____ Date net meter installed: _____

Manual disconnect device in proper location and permanent signage in place unless exempt under OAR 860-039-0015(2)(a): Yes No

Signature/Title: _____ Date: _____



Blue Sky Program – Community-Based Renewable Energy Funding Award Project Change Request Form

All project sponsors are required to keep Pacific Power informed on the progress of their project and to complete and submit this form if changes are proposed for your project that differs from your original project plan as described in your award agreement.

Your proposed change must be reviewed and approved by Pacific Power. Changes to your project may result in a reduced award amount.

The project change request must include information that describes the type of change, the justification for the change, alternative solutions considered and the overall impact of the change. This change request form document will become a supplement to the original award agreement.

Project Name:

Project Location (Address):

Project Sponsor Name & Title:

Contact Phone:

Email:

Blue Sky Award Year:

Blue Sky Award Amount:

Please check the type of change being requested:

- Project Size (kW)
- Project Location
- Completion Date (operational/online date)
- Total Project Cost
- Funding Sources (Financing)
- Other

Describe reason for change, alternatives considered, impact of change such as change in cost or cost-per-watt and variance from original plan.

Project Size

Specify size change from ____ (kw) to ____ (kw), change in annual energy production, and justification for change.

Project Location

Describe new location, justification for change, and benefits resulting from alternative location.

Completion Date (operational/online date)

Specify new project completion date and reason for change.

Total Project Cost

Describe changes in total cost and reason for change.

Funding Sources (Financing)

Describe variance(s) from original plan and how this will impact project development. Include a revised funding plan.

Other

Pacific Power Review

Change request review status:

- Denied
- Approved

The Blue Funding Award Level will be:

- Changed: from ____ to _____
- Unchanged:

Approver Name:

Approver Signature/Date:
