

## **ATTENTION BIDDERS**

If you download this Invitation to Bid from this website, **it is your responsibility to advise WOU's Planning Office** that you have done so. This will allow us to add you to the Respondent's List, and advise you of any addenda issued for this project.

Failure to do so may cause your submittal to be rejected as non-responsive.

To add your company to the Respondent's List, simply email or fax a signed copy of your firm's letterhead to Donna Litchfield at:

**[litchfid@wou.edu](mailto:litchfid@wou.edu)**

Or

**Fax: 503 838-8081**

**Be sure to clearly identify the name and email address of a contact person within your firm.**

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The following specifications have been organized under the format of the Construction Specification Institute (CSI) – 2004 with the exception of Division 0 and Division 1 requirements which are Western Oregon University Standard Documents. Section numbers listed are merely for identification, and may not be consecutive. The Contractor shall check his copy of the specifications against the Table of Contents to be sure his copy is complete.

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Bid Form  
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**END OF SECTION**

## WESTERN OREGON UNIVERSITY

### INVITATION TO BID

**DATE:** December 4, 2014

**BID TYPE:** Contract as a Result of Invitation to Bid

**PROJECT:** **BOOKSTORE ENTRY DOOR REMODEL PROJECT.** The bid is for replacing the existing entry door to the bookstore located in the Werner University Center (WUC) as shown in the attached architectural specifications and drawings.

**PROJECT MANAGER:** Paul Finke/ Chelsee Blatner **TELEPHONE NO:** 503-838-8129/ 503-838-8647. Questions related to the Project should be directed to the Project Manager. Questions related to the Invitation to Bid should be directed to Donna Litchfield in the Physical Plant Planning Office at 503-838-8903.

**SITE INSPECTION:** A site visit is **Mandatory**. A walkthrough is scheduled for: **11:00 AM, Wednesday, December 10, 2014**

**SCHEDULED COMPLETION DATE:** March 16, 2015

**CONTRACT PERIOD:** December 31, 2014 to March 31, 2015

**No work shall commence under this contract until all bonding and insurance requirements have been met and a Notice to Proceed has been issued.**

### **INSTRUCTIONS TO BIDDERS**

*Each bidder must read and comply with the following instructions. Failure to do so may result in bid rejection.*

**BID CLOSING DATE:** **Bids must be received by 3:00 PM, Thursday, December 18, 2014.** Bids received after the time fixed will not be considered. Bids will be opened at the time stated above.

**BID SUBMISSION AND FORMAT:** **The following must be submitted for bid acceptance:**

- **BIDDER DISCLOSURE FORM**
- **BID FORM**
- **CERTIFICATIONS**
- **CONTRACT AS A RESULT OF INVITATION TO BID**

Return Bids to Western Oregon University, Physical Plant Planning Office, 345 N. Monmouth Ave., Monmouth, OR 97361, by **3:00 PM, Thursday, December 18, 2014.** Bids may be emailed\* to [bids@wou.edu](mailto:bids@wou.edu)

*\*Note: Electronic Bids will be accepted provided originals are received within five (5) days of the Bid closing.*

**BID BOND/PERFORMANCE/PAYMENT BOND:** None required if bids are less than \$100,000.

**BIDDERS NOTE:** If bids are greater than \$50,000, then provisions for Prevailing Wage Rate (PWR) apply.

**BID MODIFICATION:** Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may only be modified in writing before the time and date set for bid closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bid after bid closing time.

**BID ADDENDA:** Only documents issued as addenda serve to change the plans and specifications in any way. No other direction received by the Contractor, written or verbal, serves to change these documents. **Bidders must acknowledge all addenda on their bid form where indicated.**

**BID WITHDRAWAL:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the WOU Planning Office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

### **BID EVALUATION AND AWARD**

**METHOD OF AWARD:** This bid shall be awarded on an “all or none” basis. Award will be given to the bidder who offers the best offer to WOU, as in the best interest of WOU. WOU reserves the right to withdraw any item from the award if it is in the best interest of WOU to do so. WOU reserves the right to reject any or all bids.

### **CONTRACTOR NOTIFICATION**

WOU will not knowingly contract with or procure goods or services from any Entity that discriminates on the basis of age, disability, national origin, race, marital status, religion, sex or sexual orientation.

Bidders and Proposers will certify, as part of the Bids or Proposals that such Bidder or Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

All Contractors are hereby notified that the Board has adopted policies applicable to Contractors that prohibit sexual harassment and the Contractor’s company and employees are required to adhere to the Institution’s policy prohibiting sexual harassment in their interactions with members of the Institution’s community.

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

**STATEMENT OF INSURANCE:** All Contractors will provide and maintain bonding and/or insurance required by the Institution. Statements must be received by Western Oregon University Physical Plant Planning Office within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for bid rejection.

**WORKERS COMPENSATION:** The Contractor, its subcontractors, if any, and any other employers providing work, labor or materials under this Project Contract are subject employers under the Oregon Workers' Compensation Law and shall either comply with ORS 656.017, which requires such employers to provide Oregon Workers' Compensation coverage for all their subject workers working in Oregon, or shall comply with the exemption in ORS 656.126.

**BIDDER DISCLOSURE FORM**

**PROJECT NAME: BOOKSTORE ENTRY REMODEL PROJECT**

**SIGNATURE ON BID:** Each bidder must read and comply with the following sections. Failure to do so may result in bid rejection. Signature on a bid certifies that the:

1. Bidder agrees to furnishing all material, equipment and labor, necessary to finish this project complete, except as may be noted elsewhere in the contract documents. The work shall be completed within the time stipulated and specified in the Bid Documents.
2. Bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.
3. 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.
4. Bidder, to the best of my knowledge as the duly authorized representative of the bidder, is not in violation of any Oregon tax law.
5. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, Worker's Compensation Insurance will be provided by: \_\_\_\_\_  
Policy No. \_\_\_\_\_
6. Contractor's CCB registration no. \_\_\_\_\_. 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 numbers. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.
7. Before starting Work the Contractor shall have on file with the CCB the separate public works bond required by Oregon Laws 2005, Chapter 360 and OAR 839-025-0015. The Contractor shall also verify that the Subcontractors they have on contract have filed a public works bond before permitting the Subcontractor to start Work.
8. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005 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 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.
10. Bidder has read and understands all bid documents including the terms and conditions associated with the OUS General Conditions for Public Improvement Contracts. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the contract documents.

**Contractor Name/ Signature:** \_\_\_\_\_

**BID FORM**

I, the undersigned, submit the following bid for furnishing all material, equipment and labor, and perform all work for the Western Oregon University project designated as:

**BOOKSTORE ENTRY REMODEL PROJECT**

In strict accordance with the specifications, terms and conditions attached, on the basis of the pricing as follows:

**TOTAL BASE BID:** \_\_\_\_\_ Dollars

( \$ \_\_\_\_\_ )

**ADDENDA RECEIVED:** \_\_\_\_\_

Acknowledge, by number, all addenda received as of Bid Closing Date.

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

**FAX NO:** \_\_\_\_\_

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**SIGNATURE OF AUTHORIZED COMPANY OFFICIAL:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## WESTERN OREGON UNIVERSITY CERTIFICATIONS

Each Bidder must read, complete and submit a copy of this Western Oregon University Certification with their Bid. Failure to do so may result in rejection of Bid. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

### SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Contractor to 31% backup withholding.

### SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030(3).

### SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the ITB (including any attachments); and
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the ITB and Bid.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and certification #)

Minority: \_\_\_\_\_  Women: \_\_\_\_\_  ESB: \_\_\_\_\_

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

Minority: \_\_\_\_\_  Women: \_\_\_\_\_  ESB: \_\_\_\_\_



**CONTRACT AS A RESULT OF INVITATION TO BID**

**PROJECT: BOOKSTORE ENTRY REMODEL PROJECT**

NOTICE: Bidder must complete and sign Section A below and return this page with bid. If a contract is awarded to Bidder, a representative of Western Oregon University will complete and sign Section B below. This is a legally binding document, READ IT CAREFULLY.

**SECTION A - Signature of Bidder's duly authorized representative**

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he/she: (1) Has read and understands all bid instructions, specifications, and terms and conditions contained herein (including the Oregon University System General Conditions for Public Improvement Contracts; (2) Is an authorized representative of the bidder, that the information provided in this bid is true and accurate, and that providing incorrect or incomplete information may be cause for bid rejection or contract termination; (3) Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and (4) Will furnish the designated item(s) and/or service(s) in accordance with the bid and the contract. (5) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID SUBMISSION.

|                |                                    |
|----------------|------------------------------------|
| NAME OF BIDDER | _____                              |
| ADDRESS        | _____                              |
| TELEPHONE NO.  | _____                              |
| SIGNED    1)   | _____                              |
|                | Sole Individual                    |
| or    2)       | _____                              |
|                | Partner                            |
| or    3)       | _____                              |
|                | Authorized Officer of Corporation  |
| (SEAL)         | _____                              |
|                | Attested: Secretary of Corporation |

FEIN ID # or SSN # (required)\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone No:\_\_\_\_\_

**Section B**

(To be completed by the Business Office at Western Oregon University)

Western Oregon University hereby awards a contract to the above bidder for the item(s) and/or service(s) designated in the Scope Of Work and attachments:

Contract Amount:\_\_\_\_\_

Term of Contract:\_\_\_\_\_ Contract No\_\_\_\_\_

Authorized signature:\_\_\_\_\_ Date:\_\_\_\_\_

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

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

**K.1 RECORD DOCUMENTS**

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

**K.2 OPERATION AND MAINTENANCE MANUALS**

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

**K.3 COMPLETION NOTICES**

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

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

**K.4 TRAINING**

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

after the equipment and/or system is completely installed and operational in its normal operating environment.

**K.5 EXTRA MATERIALS**

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

**K.6 ENVIRONMENTAL CLEAN-UP**

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

**K.7 CERTIFICATE OF OCCUPANCY**

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

**K.8 OTHER CONTRACTOR RESPONSIBILITIES**

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

**K.9 SURVIVAL**

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

**OREGON UNIVERSITY SYSTEM**  
**SUPPLEMENTAL GENERAL CONDITIONS**

**To The**

**GENERAL CONDITIONS**  
**FOR PUBLIC IMPROVEMENT CONTRACTS**

Project Name **BOOKSTORE ENTRY REMODEL PROJECT**

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

Section B Administration of the Contract:

B.4 Permits – The Owner has submitted the construction documents for the plan review with the City of Monmouth. The *Owner will pay for all permits*, Contractor to procure permits from local jurisdictions. Contractor shall obtain all official licenses for the construction of the work, for temporary obstructions, enclosures, etc. as mentioned in the specifications. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the Work or caused by obstruction of streets, sidewalks, or otherwise and shall give all requisite notices to public authorities.



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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br>01 01 00 SUMMARY OF WORK |
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PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. In general the scope of this contract comprises the construction of the following Project (see specifications and drawings entitled "WESTERN OREGON UNIVERSITY WERNER UNIVERSITY CENTER BOOKSTORE ENTRY REMODEL" for detailed scope of Work):
  - 1. Site:

No Work included in Project scope.
  - 2. Structure:
    - a. Demolish and remove existing window assemblies, flashing and trim as required to complete modifications.
    - b. Installation of new single-hung and slider style extruded vinyl window assemblies with associated trim and flashing.

1.02 UNACCEPTABLE EXISTING CONDITIONS

- A. Exposed to View:
  - 1. Contractor shall consider all existing exposed conditions in preparing the base bid. No extra compensation will be allowed for visible or known conditions at the time of bid.
- B. Concealed:
  - 1. Repair or replace where necessary upon direction of Owner. Upon notification from Contractor, Owner will confirm applicability of modification to Contract and issue Change Order authorizing Contractor to perform this Work. Contract Sum will be adjusted accordingly upon formalization of Change Order.

1.03 WORK SEQUENCE

- A. The Work shall be started only after receiving a Notice to Proceed letter from the Western Oregon University Business Office. The Agreement may not be signed prior to approval of the Contractor's Certificate of Insurance by Facilities Services, Western Oregon University.
- B. The project shall be started immediately following the Owner's Notice To Proceed and reach Substantial Completion of the Work by March 16, 2015. See Division 0 for contractual requirements relating to liquidated damages resulting from failure to complete the project by the specified date.
- B. Schedule Work between 8:00 AM and 5:00 PM Monday through Friday, or as specifically approved by Owner.
- C. Maintain Owner's continuous operation of existing adjacent facilities. All areas of the building (Werner University Center) shall be assumed to be unused for the full term of the project.
- D. Maintain use of adjacent buildings, traffic and operations.

#### 1.04 PROTECTION

- A. Protect sidewalks, asphalt paving, and adjacent buildings at all times from spillage of materials used in carrying out the Work.
  - 1. In the event the Contractor damages plant material with equipment or personnel, the Contractor will, at the University's discretion, replace/repair the damaged materials or be assessed a charge by the University for the damages.
  - 2. In the event damage occurs to an underground irrigation system as a direct result of a Contractor's activities, the Contractor shall repair/replace or be assessed a charge at the discretion of the Owner. If repairs are to be made by the Contractor, the repairs will be inspected by the Owner representative prior to backfilling. Any galvanized pipe that requires repair shall be repaired at a threaded coupling, not by use of a compression coupling.
- B. Clean, repair, resurface, or restore existing surfaces to their original, or better, condition, or completely replace such surfaces to match existing, where damaged by construction operations.
- C. The Owner will not be responsible for protection of materials or equipment from vandalism or theft. Security is the responsibility of the Contractor.
- D. Debris shall not be allowed to remain around the buildings during performance of Work, but shall be disposed of as rapidly as it accumulates. On completion of Work, the buildings and grounds shall be left in a condition that is equal to or better than original condition. In case of failure to do so, the Owner may remove rubbish and charge the cost to the Contractor.
- E. The Contractor shall manage a safe job environment for both the safety of all the people around the Work site as well as the safety of the Owner's and general public's property.
- F. The Contractor shall provide and maintain suitable barricades, shelters, lights, and danger signals during the progress of the Work. They shall meet the requirements of the local building code and OSHA.
- G. Do not store materials where they will interfere with operations of Owner. Storage of materials will be as agreed upon with the Owner and normally will avoid interference with Owner's normal operations or public passage. Storage areas must be approved by the Owner's Representative prior to start of project.

#### 1.05 PARKING OR DRIVING ON LAWN AREAS

- A. Western Oregon University forbids parking or driving on all unprotected lawn areas.
- B. When it becomes necessary, in accordance with the scope of Work, to traverse a lawn area, the Contractor will protect the area by placing plywood on the area to be driven on. The plywood shall be of sufficient thickness and width to support vehicles and prevent rutting of the lawns. Care shall also be taken with respect to existing lawn sprinkler heads.

#### 1.06 OWNER OCCUPANCY

- A. The Owner will occupy the premises during the entire period of construction for the conduct of normal operations. Cooperate with Owner's Representative in construction operations to minimize conflict and to facilitate the Owner's usage especially in the following areas:

1. Avoid dust contamination of office areas.
  2. Restricted access and parking.
  3. Storage space availability.
- B. Conduct operations in such a way to ensure the least inconvenience to the general public, including:
1. Student access.
  2. Emergency vehicle access.

#### 1.07 PRE-CONSTRUCTION CONFERENCE

- A. A pre-construction conference shall predate the start of Work. The Contractor shall organize this meeting and shall include in the agenda: Contract management, traffic control, parking, hazardous materials, storage areas, and other subjects of interest desired by the Contractor, the Owner's Representative, and other participants.

#### 1.08 PERMITS

- A. The Owner has submitted the construction documents for plan review with the City of Monmouth. The Owner will pay for necessary permits, Contractor to procure permits from local jurisdictions. The Contractor shall obtain all official licenses for the construction of the Work, for temporary obstructions, enclosures, etc., as mentioned in the specifications. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the Work or caused by obstruction of streets, sidewalks, or otherwise and shall give all requisite notices to public authorities.

#### 1.09 ASBESTOS AND OTHER HAZARDOUS MATERIAL

- A. Contractor and Sub-contractors shall be familiar with typical materials suspected of containing asbestos. The General Contractor is responsible to notify all subcontractors of any hazardous material reported by any subcontractor.
- B. If during the course of the contract, the Contractor or Sub-contractors observe or suspect the existence of asbestos or other hazardous materials in the structure or components of the building, the Contractor shall immediately stop Work and notify the WOU Planning Office. The University will arrange for the removal of asbestos or other hazardous materials under a separate contract. The Contractor will be required to schedule Five (5) business days of slack or "down" time for the removal of hazardous materials without penalty to Western Oregon University for the delay of the contract.

### PART 2 - PRODUCTS

#### 2.01 FIRE SAFETY

- A. Abide by all fire safety requirements for buildings under construction, alteration or demolition as required by the Oregon Fire Code as adopted by the State of Oregon.
- B. An emergency telephone shall be provided on site. Cellular telephone equipment is acceptable.
- C. Fire Suppression Equipment:

1. Provide equipment of adequate capacity to extinguish minor fires in combustible material on the job site.
  2. Maintain equipment in working condition with current inspection certificate attached to each.
- D. Contractor's personnel are to abide by all rules and regulations regarding smoking and all other fire prevention regulations in force where the Work is to be performed.

### PART 3 - EXECUTION

#### 3.01 QUALITY OF WORK

- A. Unless otherwise specified, perform the Work using workers skilled in the particular type of work involved.
- B. Should the Owner, in writing, deem anyone on the Work incompetent or unfit for the assigned duties, dismiss the worker immediately or reassign the worker to a different task requiring a lesser degree of competence.
- C. Work shall be first class in every respect and all Work performed shall be according to the best trade practices.
- D. The Contractor shall maintain a project superintendent on the project site at all times Work is being performed. The project superintendent shall be the same person throughout the project and shall attend the pre-construction conference.

#### 3.02 WORKER BEHAVIOR

- A. Smoking on the Western Oregon University campus is allowed only in designated areas. No smoking is allowed inside any university building, near any doorways or air intake ducts.
- B. Workers on site shall not interact with students. Comments to students shall be limited to expressions of common courtesy. Gesturing or verbal harassment will be grounds for immediate removal from the project.

END OF SECTION

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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br><b>01 15 02 APPLICATION FOR PAYMENT</b> |
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PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work of this Section includes forms and procedures for progress payments.
- B. Related work Specified elsewhere.
  - 1. For the primary discussion of payments, refer to Division G, General Conditions, as supplemented.

PART 2 - PRODUCTS

2.01 APPLICATION FORMS

- A. For applications for payment, use AIA Document G702, supported by AIA Document G702a, Continuation Sheet or approved equal.
- B. Prepare the schedule of values in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item broken down in terms of material and labor costs on AIA Document G702a, Application Certification of Payment, Continuation Sheet or approved equal.
- C. Payment request is to include the Contractor's Federal Tax Identification number.
- D. Submit IRS Form W-9 with first invoice to Owner.

PART 3 - EXECUTION

3.01 PAYMENTS

- A. The Owner will make progress payments on account of the Contract once a month, based on the value of work accomplished or materials on the job site, as stated in the schedule of values on the Application and Certificate Payment. Complete and forward to the Owner on or about the 20th day of each month.
- B. Submit two (2) copies of forms requesting payment to the Owner. Payments will be made on protected materials on hand at the job site properly stored, protected, and insured. Estimated quantities shall be subject to the Owner's review and judgment.

3.02 EARLY PURCHASE AND PAYMENT OF MATERIALS AND EQUIPMENT

- A. Order materials and equipment requiring a long lead or waiting time early so as not to delay progress of the Work.
- B. The Contractor will be reimbursed for early order materials or items upon receipt and verification of quality and quantity against submittals and shipping documents by the Owner's Representative. Receipt shall be to the job site or stored at Owner's other premises in an orderly and safe manner, secured from normal weather damage. Security remains the responsibility of the Contractor.

END OF SECTION

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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br>01 34 00 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES |
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1.01 GENERAL

- A. Extent of Work: Submit shop drawings, product data, and samples for all equipment, plumbing and electrical systems required by contract documents.
- B. At the completion of the project, the Contractor shall present the Owner's representative with a complete set of approved shop drawings, submittals, and samples for the Owner's records. These items shall be indexed by Construction Specification Institute section number formatting (include a table of contents) and neatly organized in a file type storage box. All material shall be original manufacturer's product data or direct photo copies of such. No telephonic facsimiles will be accepted.

1.02 SPECIAL REQUIREMENTS

- A. Shop Drawings: Identify shop drawing details by reference to drawing sheet, detail, schedule, or room number shown on contract drawings. Sheet size: 8.5" x 11", or folded to that size to facilitate filing.
- B. Product Data: Clearly mark each copy to identify pertinent products. Provide manufacturer's standard schematic drawings and diagrams. Show performance characteristics and capacities. Show dimensions and required clearances. Show wiring and piping diagrams, and controls. Manufacturer's standard schematic drawings and diagrams:
  - 1. Modify to delete information not applicable to Work.
  - 2. Supplement standard information to provide information specifically applicable to Work.
- C. Samples: Size and quantity: See respective specification sections. Show full range of color, texture, and pattern. Deliver to WOU Physical Plant, unless otherwise specified.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data, and samples prior to submission. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with specifications, drawings, and documents.
- B. Comply with contract documents. Coordinate each submittal with requirements of Work. Notify Architect in writing, at submission time, of any deviations in submittals from contract document requirements. Acceptance of submittals shall not relieve Contractor of responsibilities or requirements of contract unless such changes are specifically detailed and noted, and clearly brought to the Architect's attention at the time of submittal of such material for review. Perform no Work requiring submittal until Architect stamps submittal data indicating that fabrication or installation may proceed.

1.04 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in such sequence as to cause no Work delay. Provide one copy of all submittals to Owner' Representative (direct these to Brad Huggins, Project Manager). In addition provide the following number of submittals:

**SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES 01 34 00 - 2**

1. Shop Drawings: Submit sufficient opaque reproductions for Contractor's needs, plus two copies which will be retained by Architect.
2. Product Data: Provide for all mechanical and electrical systems. Submit sufficient copies for Contractor's needs, plus two copies which will be retained by Architect.
3. Samples: Submit number stated in respective specification section.

B. Submittal shall contain:

1. Project title and names of Contractor, Supplier, and Manufacturer, all visible when drawings are folded.
2. Project identification complete with specification section number.
3. Field measurements, clearly identified as such.
4. Relation to critical features and adjacent Work.
5. Applicable standards, such as ASTM or Federal Specification numbers.
6. Identification of deviations from contract documents.
7. Identification of resubmittal revisions.
8. At least 3" x 6" space on each page for Contractor's and Architect's stamps.
9. Contractor's stamp, signed and certifying that products, field measurements, field construction criteria, and information submitted has been reviewed and accepted by him as accurate and conforming with contract documents.

C. REQUIRED SUBMITTALS:

1. Specifications:

| Division | Item                   |
|----------|------------------------|
| 08 40 00 | Storefront Windows     |
| 08 71 00 | Finish Hardware        |
| 09 90 00 | Painting and Finishing |

2. Shop Drawings:

| Division | Item               |
|----------|--------------------|
| 08 40 00 | Storefront Windows |

3. Samples:

| Division | Item                                   |
|----------|--|
| 09 90 00 | Painting and Finishing (Paint Samples) |

1.05 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in submittals required by Architect and resubmit until accepted.
- B. Product Data: Revise initial data, and resubmit as specified for initial submittal. Identify any changes made other than those requested by Architect.
- C. Shop Drawings: Revise initial drawings, and resubmit as specified for initial submittal. Identify any changes made other than those requested by Architect.
- D. Samples: Submit new samples as required for initial submittal.

1.06 ARCHITECT'S RESPONSIBILITIES

- A. Review submittals with reasonable promptness. Affix signature, and indicate acceptance or requirements for resubmittal. Return submittals to Contractor for distribution, or resubmission.

END OF SECTION



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| <p><b>DIVISION 1, GENERAL REQUIREMENTS</b><br/> <b>01 50 00 TEMPORARY FACILITIES</b></p> |
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1.01 GENERAL

- A. Contractor (at their option) may provide a temporary job office structure during the term of this project. Contractor shall coordinate the location of this structure and any temporary utility connections with the Owner's representative.
- B. Comply with governing codes and regulations. Pay required fees and easement assessments. Enforce safe and sanitary practices. Maintain clean facilities. Prevent wasteful utility uses.

1.02 TELEPHONE

- A. Contractor shall provide a dedicated telephone line to service this project during the term of the project. Contractor shall pay for all basic service, long distance communications and specialty charges associated with the lines provided. Mobile telephone systems are acceptable for this purpose.

1.03 TEMPORARY WATER

- A. Maintain adequate volume. Protect against freezing. Contractor shall ascertain where water service is available, provide required connections and extend system to Work area. Owner shall pay for reasonable amounts of water used.

1.04 TEMPORARY TOILET FACILITIES

- A. Contractor shall provide independent toilet facilities for worker use during the term of the project. Contractor shall maintain these facilities sanitary and neat. Owner's existing toilet facilities shall not be used by the Contractor or their subcontractors and suppliers.

1.05 TEMPORARY ENCLOSURES

- A. Contractor will provide sufficient enclosure to prevent infiltration of rainwater, wind, and other elements, and prevent undue heat loss from within enclosed building areas.

1.06 TEMPORARY BARRICADES

- A. Contractor shall provide all necessary barricades to protect public against injury and protect project against damage and unauthorized intrusion.

1.07 TEMPORARY ELECTRICITY

- A. Temporary Electricity - Contractor shall ascertain where electrical service is available, provide required connections and extend system to Work area. Contractor shall provide and maintain structurally and electrically sound temporary power distribution system as follows:
  - 1. Sufficient load centers that any Work area can be reached with 100' extension cord. Contractor shall provide their own grounded, UL approved extension cord.
  - 2. Load centers shall include:
    - a. Weatherproof distribution boxes.
    - b. Circuit breakers for each outlet.
    - c. Equipment grounding continuity for entire system.

- d. Power at proper voltage for temporary lighting, temporary heating and ventilating, pumping, and testing and checking of equipment.

B. LIGHTING: Contractor shall provide and maintain temporary lighting as follows:

1. 30' candles measured 3' above floor in spaces during Work. Energize permanent lighting fixtures prior to painting, except where fixtures are mounted on walls or ceilings to be painted.
2. 5' candles measured 3' above floor as necessary to prevent damage or injury.
3. Maintain when authorized personnel are present.
4. Provide light control switches at area entrances, or successive areas, so personnel access to project can be through lighted areas.

C. Contractor shall provide their own power and distribution system for field welders and any other special power beyond that specified herein.

D. Owner shall pay for reasonable amounts of electricity used. All rental costs shall be paid by Contractor.

#### 1.08 TEMPORARY VERTICAL TRANSPORTATION

A. Contractor will provide and pay costs for temporary stairs, ramps, personnel hoists, chutes, material hoists and scaffolds etc., required for execution of Work of all trades.

#### 1.09 VEHICLE PARKING

A. Use only areas approved by Owner's authorized representative. Do not obstruct traffic on roadways.

B. General Contractor and subcontractors shall obtain parking permits in order to use campus parking lots.

C. Do not park on lawn or landscape areas.

#### 1.10 MATERIAL STAGING/STORAGE SPACE

A. The contractor shall use only areas approved by Owner's representative of staging and material storage.

#### 1.11 FACILITIES REMOVAL

A. Remove temporary facilities at project completion, or sooner, if directed. Repair damage, if any, including existing lawn and plant growth resulting from temporary facilities.

END OF SECTION

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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br><b>01 60 00 MATERIALS AND EQUIPMENT</b> |
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PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Standard General Conditions, Supplementary General Conditions, and Division 1, bound herewith, in addition to this specification and accompanying drawings.

1.02 GENERAL

- A. Materials and equipment incorporated into Work shall:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type, and quantity specified, unless otherwise approved in writing.
- B. Manufactured and fabricated products:
  - 1. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 2. Two or more items of same kind shall be identical and by same manufacturer.
  - 3. Products shall be suitable for service conditions.
  - 4. Equipment shall comply with capacity, sizes, and dimensions shown or specified, unless otherwise approved in writing.

1.03 CONTRACTOR'S OPTIONS

- A. For products specified only by referenced standards, select any product meeting standard. For products specified by naming one or more products and "or approved", select any one specified product or submit request for substitution as required below.

1.04 INAPPROPRIATE PRODUCTS AND METHODS

- A. If Contractor believes that any specified product, method, or system is inappropriate for use Contractor shall, if possible, so notify Architect at least five (5) working days prior to bid opening, and if not possible such written notice shall be given before performing Work in question. If notice of objection is not received within the specified time limits, it will be assumed that Contractor agrees that specified products, methods, and systems are appropriate for use.

1.05 PRODUCT SUBSTITUTIONS

- A. GENERAL: Architect will be sole judge of acceptability of any proposed substitution. Only approved substitutions may be used on contract Work. Each request for substitution approval shall include:
  - 1. Identity of product for which substitution is requested; include specification page and line number.
  - 2. Identity of substitution; include complete product description, drawings, photographs, performance and test data, and any other information necessary for evaluation.
  - 3. Quality comparison of proposed substitution with specified product.

4. Changes required in other Work because of substitution.
  5. Effect on construction progress schedule.
  6. Cost comparison of proposed substitution with specified product.
  7. Any required license fees or royalties.
  8. Availability of maintenance service.
  9. Source of replacement materials.
- B. DURING BID PERIOD: No request for substitution approval will be considered unless written request has been submitted on CSI standard form, and has been received by Owner at least ten (10) working days prior to bid opening date. Request submitted without self-addressed and stamped envelope will not be individually acknowledged.
- C. AFTER CONTRACT AWARD: Approval will be granted only when the following occur:
1. Specified product cannot be delivered without project delay
  2. Specified product has been discontinued
  3. Specified product has been replaced by superior product
  4. Specified product cannot be guaranteed as specified
  5. Specified product will not perform properly
  6. Specified product will not fit within designated space
  7. Specified product does not comply with governing codes or regulations, insurance requirements
  8. Substitution will be clearly in Owner's interest.
- D. Substitutions indicated or implied on shop drawings or product data without first requesting approval thereof in accordance with the requirements of this section are not permitted.
- E. Architect will issue change order authorizing approved substitutions and revising contract sum where appropriate.

#### 1.06 NUMBER OF PRODUCTS REQUIRED

- A. Whenever in specifications a product is referred to in singular number, such reference shall include as many such products as are shown on drawings or are required to complete the Work.

#### 1.07 PRODUCT LIST

- A. Submit to Architect with the List of Subcontractors a complete list of major products proposed for use that are not specifically specified in these documents. Include proprietary product names, manufacturer's name, and installing subcontractor's name.

#### 1.08 MANUFACTURER'S INSTRUCTIONS

- A. Perform Work in accordance with manufacturer's instructions. Do not omit preparatory or installation procedures required by manufacturer, unless specifically modified or exempted by contract documents. When contract documents require work to comply with manufacturer's instructions, obtain and distribute such instructions to parties performing Work. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult Architect for further instructions. Do not proceed with Work without clear instructions.

1.09 TRANSPORTATION AND HANDLING

- A. Arrange product deliveries in accordance with construction progress schedule. Coordinate to avoid conflict with Work and site conditions. Deliver products undamaged, in manufacturer's original containers or packaging, and with legible identifying labels intact. Immediately upon delivery, inspect shipments to assure compliance with contract documents and approved submittal requirements, and assure that products are properly protected and undamaged.

1.10 STORAGE AND PROTECTION

- A. Follow manufacturer's instructions. Maintain product identity labels legible and intact. Store products subject to weather damage in weather-tight enclosures. Maintain storage room temperature and humidity within ranges required by manufacturer's instructions.
- B. EXTERIOR STORAGE: Store fabricated products above ground, on blocking or skids. Prevent product damage and discoloration. Cover products subject to deterioration with impervious sheet coverings. Provide adequate ventilation to prevent condensation. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter.
- C. INSPECTION OF STORED PRODUCTS: Arrange storage to permit easy access for inspection. Make periodic inspections of stored products to assure that products are maintained as specified and are free from damage, discoloration, and deterioration.
- D. PROTECTION AFTER INSTALLATION: Provide substantial coverings as necessary to protect installed products against damage and discoloration. Remove covering when no longer needed.

END OF SECTION

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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br><b>01 61 00 CUTTING AND PATCHING</b> |
|---|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Standard General Conditions, Supplementary General Conditions, and Division 1, bound herewith, in addition to this specification and accompanying drawings.

1.02 EXTENT OF WORK

- A. Perform all cutting, fitting, and patching, including attendant excavation and backfill, required to complete Work or to:
  - 1. Make Work fit properly together.
  - 2. Uncover Work for installation of ill-timed Work.
  - 3. Remove and replace defective Work and Work not conforming to contract documents.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide penetrations through non-structural surfaces for mechanical and electrical Work.

1.03 SUBMITTALS

- A. Submit written request for cutting approval to Architect well in advance of any cutting which affects:
  - 1. Structural value or integrity of any completed or existing Work.
  - 2. Waterproof value or integrity of any weather-exposed or moisture-resistant Work.
  - 3. Efficiency, operational life, maintenance, or safety of any completed or existing Work.
  - 4. Visual qualities of any sight-exposed Work.
- B. Request shall include:
  - 1. Project identification.
  - 2. Description of affected Work.
  - 3. Necessity for cutting, alteration, or excavation.
  - 4. Effect on structural or weatherproof integrity on completed or existing Work.
  - 5. Description of proposed Work including:
    - a. Extent of cutting, patching, alteration, or excavation.
    - b. Trades who will execute Work.
    - c. Products proposed for use.
    - d. Extent of required refinishing.
  - 6. Alternatives to cutting and patching.
  - 7. Cost proposal, when applicable.
- C. Submit written notice to Architect designating date and time Work will be performed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Products Similar To Those Specified Elsewhere In This Project Manual: Follow those

specifications.

- B. Other Products: Follow Architect's instructions.

### PART 3 - EXECUTION

#### 3.01 EXISTING CONDITIONS

- A. Inspect existing conditions and identify Work subject to damage or movement caused by proposed cutting and patching. After uncovering Work, inspect conditions affecting product installation or performance. Report unsatisfactory and questionable conditions to Architect in writing. Do not proceed with Work until Architect provides further instructions.

#### 3.02 PREPARATION

- A. Maintain adequate temporary support necessary to assure structural integrity of affected Work. Protect other portions of project Work against damage and discoloration. Protect Work exposed by cutting against damage and discoloration.

#### 3.03 PERFORMANCE

- A. Provide proper surfaces for repair. Employ original installer or fabricator to perform cutting and patching for:
  - 1. Weather-exposed finished surfaces.
  - 2. Sight-exposed finished surfaces.
- B. Restore cut or removed Work with new products to provide Work complete in accordance with contract documents. Fit Work air-tight to pipes, sleeves, ducts, conduits, and other surface penetrations. Where patching occurs refinish entire surface to provide even finish to match adjacent Work as follows:
  - 1. Continuous surfaces: Refinish to nearest intersection.
  - 2. Assemblies: Refinish entire unit.

#### 3.04 CUTTING STRUCTURAL FRAMING

- A. Exposed Members: Not permitted, unless shown on drawings or otherwise approved.
- B. Concealed Horizontal Framing Members (obtain Architect's approval prior to performing work):
  - 1. Notches prohibited:
    - a. In middle 1/3 of member length.
    - b. Greater than 1/6 of member depth.
  - 2. Bored holes prohibited:
    - a. Greater than 1/3 of member depth.
    - b. Within 2" of member top or bottom.

C. Concealed Vertical Framing Members:

1. Maximum notching depth:
  - a. At exterior and bearing walls...25% of member width.
  - b. At all other locations.....40% of member width.
2. Maximum size of bored holes:
  - a. At bearing walls.....40% of member width.
  - b. At all other locations.....60% of member width.

3.05 CLEANING AND REPAIRING

- A. Including Work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by Work of this section. Remove debris from project site upon Work completion or sooner, if directed.

END OF SECTION



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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br><b>01 71 00 CLEANING AND TRASH REMOVAL</b> |
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PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Standard General Conditions, Supplementary General Conditions, and Division 1, bound herewith, in addition to this specification and accompanying drawings.

1.02 EXTENT OF WORK

- A. Execute cleaning and trash removal during Work progress, and at Work completion as required by Standard General Conditions, Division G.

1.03 REGULATORY AGENCY REQUIREMENTS

- A. Comply with governing codes, regulations, ordinances, and anti-pollution requirements.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS

- A. Use only those which will not create hazards to health or property and which will not damage surfaces. Use only those recommended by manufacturer of surface to be cleaned. Use only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Follow cleaning material and surface manufacturer's instructions. Periodically clean to maintain Work, site, and adjacent properties free from accumulations of waste, rubbish, and windblown debris, resulting from construction operations. Provide on-site containers for collection of waste, debris, and rubbish. Periodically remove waste material, debris, and rubbish and legally dispose of away from project site.

3.02 DUST CONTROL

- A. Employ methods of preventing dust contamination. Clean surfaces prior to finish painting and continue cleaning as-needed until painting is complete. Schedule cleaning so that resultant dust and contaminants will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Follow cleaning material and surface manufacturer's instructions. Employ skilled workers for final cleaning. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign matter from sight-exposed interior and exterior surfaces. Broom-clean paved surfaces; rake-clean other surfaces of grounds.

END OF SECTION

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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br><b>01 72 00 PROJECT RECORD DOCUMENTS</b> |
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PART 1 - GENERAL

1.01 GENERAL

- A. Maintain at project site for Owner one record copy of:
  - 1. Contract drawings and specifications.
  - 2. Addenda.
  - 3. Change Orders and other contract modifications.
  - 4. Field Orders and other written instructions.
  - 5. Approved shop drawings, product data, and samples.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Contract Conditions, Oregon State Board of Higher Education Standard General Conditions with Supplementary General Conditions bound herein.
- B. Shop Drawings, Product Data, and Samples, Section 01340.
- C. Operating and Maintenance Data, Section 01730.

1.03 QUALITY ASSURANCE

- A. Data preparation shall be done by personnel:
  - 1. Completely familiar with requirements of this section.
  - 2. Sufficiently skilled as technical writer to communicate essential data.
  - 3. Sufficiently skilled as draftsman to competently prepare required drawings.

1.04 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store in field office apart from documents used for construction. Provide on-site files, shelving, and cabinets necessary to safely and securely store documents and samples. Maintain documents clean, dry, legible, and in good order. Do not use record documents for construction purposes. Make documents available at all times for Owner's and Architect's inspection.

1.05 REQUIRED PROJECT RECORD DOCUMENTS

A. SCOPE

- 1. Table of Contents.
  - 2. Project Team List.
  - 3. Specifications.
  - 4. Record Drawings (Contractor marked-up As-Builts)
  - 5. Inspection Reports, as applicable.
  - 6. Complete set of approved submittals, shop drawings and samples.
- B. Provide three (3) sets of the Project Record Documents to Owner. Documents shall be bound in a hard cover, three-ring binder with each Section clearly indexed with tabbed divider pages.

- C. The project team list shall include the company name, address, and phone number of the Owner, Contractor, Inspector, Subcontractors, and the materials manufacturers.
- D. Legibly mark each Specification Section to indicate actual as-built conditions. The as-built Specifications shall clearly indicate changes in the Work made by Addenda or Change Order, actual materials used and actual manufacturer(s) used.
- E. Legibly mark the Drawings to indicate actual as-built conditions. The Drawings shall clearly indicate changes in the Work made by Addenda or Change Order. Redraw or provide new drawings as required for a complete as-built set of drawings as follows:
  - 1. Depths of foundation elements in relation to first floor elevation.
  - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
  - 4. Field changes of dimensions and details.
  - 5. Changes made by Change Order or Field Order.
  - 6. Details not shown on original contract drawings.
- F. Include inspection reports, if applicable.

#### 1.06 SUBMITTAL

- A. Project record documents shall be delivered to the Owner for review at 75% Work completion with operation and maintenance manuals.
- B. At contract closeout deliver record documents to the Owner. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Project title.
  - 2. Date.
  - 3. Contractor's name and address.
  - 4. Title and number of each record document.
  - 5. Signature of each subcontractor or authorized representative indicating that the documents are accurate to the best knowledge of all parties.

END OF SECTION

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| <p><b>DIVISION 1, GENERAL REQUIREMENTS</b><br/> <b>01 73 00 OPERATING AND MAINTENANCE DATA</b></p> |
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PART 1 - GENERAL

1.01 GENERAL

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under contract. Prepare as specified herein and in other specification sections. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.
- B. Provide a total of three (3) Operation and Maintenance manuals to the Owner. A minimum of one copy of the Manual shall include original data sheets, the remaining Manuals may include photocopied data (fax transmission or copies of fax transmissions are not acceptable).

1.02 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- A. Shop Drawings, Product Data, and Samples, Section 01340.
- B. Project Record Documents, Section 01720.
- C. Contract Closeout, Section 01740.

1.03 QUALITY ASSURANCE

- A. Data preparation shall be done by personnel:
  - 1. Completely familiar with requirements of this section.
  - 2. Sufficiently skilled as technical writer to communicate essential data.
  - 3. Sufficiently skilled as draftsman to competently prepare required drawings.

1.04 FORM OF SUBMITTAL

- A. Prepare data in form of instructional manual for use by Owner's personnel. Format:
  - 1. Size: 8.5" x 11".
  - 2. Text: Manufacturer's printed data or neatly typed.
  - 3. Drawings:
    - a. Reinforce edges against tear-out.
    - b. Bind-in with text.
    - c. Fold larger drawings to match size of text pages.
  - 4. Provide fly-leaf for each separate product.
  - 5. Identify each fly-leaf with labeled tabs.
  - 6. Cover: Identify volume with typed or printed Project name and title "Operating and Maintenance Instructions".

1.05 BINDERS

- A. Commercial quality three ring type with durable and cleanable plastic covers. Maximum ring size: 2". When multiple binders are used, correlate data into related consistent groupings.

#### 1.06 MANUAL CONTENT, GENERAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
  - 1. List:
    - a. Contractor, name of responsible principal, address, and telephone number.
    - b. Each product including name, address, and telephone number of:
      - 1. Subcontractor or installer.
      - 2. Recommended maintenance contractor.
      - 3. Local source for replacement parts.
    - c. Product name and other identifying symbols as set forth in contract documents.
  - 2. Product Data:
    - a. Include only those sheets which are pertinent to specific products. Provide only manufacturer's original product literature. Photocopies of facsimile transmitted copies are not acceptable.
    - b. Annotate each sheet to:
      - 1. Indicate the project specification section number that the product data relates to.
      - 2. Clearly identify specific product or part to be installed.
      - 3. Clearly identify data applicable to installation.
      - 4. Delete references to non-applicable data.
  - 3. Drawings:
    - a. Supplement product data with drawings where necessary to clearly illustrate:
      - 1. Relations of component parts.
      - 2. Control and flow diagrams.
    - b. Do not use project record document as maintenance drawings.
  - 4. Written Text:
    - a. Provide where necessary to supplement product data and drawings.
  - 5. Warranties:
    - a. Provide a fully executed copy of each warranty.

#### 1.07 ARCHITECTURAL MATERIALS AND FINISHES

- A. Include the following manufacturer's data:
  - 1. Catalog number, size, and composition.
  - 2. Color and texture designations.
  - 3. Required reordering information.
  - 4. Recommended cleaning materials and methods.
  - 5. Cautions against detrimental cleaning materials and methods.
- B. Submit specified information for the following:
  - 1. Painting and Finishing.
  - 2. Window and Door Assemblies.

#### 1.08 ADDITIONAL DATA

- A. Prepare and include the following:
  - 1. Additional data when need becomes apparent during instruction of Owner's personnel.
  - 2. Additional data specified in other sections of specifications to be included.

#### 1.09 SUBMITTAL SCHEDULE

- A. Two (2) copies of operation and maintenance manuals shall be delivered to the Owner for

review at 75% Work completion per Division G.

- B. At contract closeout deliver three (3) copies of operation and maintenance manuals to the Owner. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Project title.
  - 2. Date.
  - 3. Contractor's name and address.

#### 1.10 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final acceptance, instruct Owner's personnel in operation, adjustment, and maintenance of all products, equipment, and systems. Operating and maintenance manual shall constitute basis of instruction. Review manual contents with Owner's personnel in detail to explain all aspects of operation and maintenance.

END OF SECTION

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| <b>DIVISION 1, GENERAL REQUIREMENTS</b><br><b>01 74 00 CONTRACT CLOSEOUT</b> |
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PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Comply with contract condition requirements and specified administrative procedures in closing out Work.
- B. OUS General Conditions, Section "K".

1.02 FINAL REVIEW

- A. Prior to completion, the Contractor shall review the completed Work with the Owner's Representative and Project Architect and make a "punch list" noting all items that are incomplete and/or incorrect.
- B. The Contractor shall notify all Subcontractors in writing of incomplete and/or incorrect items. Notify far enough in advance of the Completion Date that the Work can be completed on schedule. Said Work shall be immediately corrected.
- C. Should conditions prevail which prohibit some elements of the Work from being accomplished, but the work-in-place will perform the primary function (i.e., painting cannot be completed due to high moisture content of masonry walls.) the Contractor shall record the reason with this "punch list" item. The Contractor shall request a temporary delay in completion from the Owner in writing.
- D. Notify the Owner in writing that all items are completed and ready for final review or else that the Work product is fully usable, but some listed deficiencies remain to be completed. Submit all record documents at this time.
- E. The Owner will review all documents. When the documents include a Contractor's request for delay in completion, the Owner will review all Work which is certified as complete to the best knowledge of the Contractor. The Owner will also review the listed incomplete Work and assign a value to such incomplete Work.
- F. The Contractor shall make the required corrections to the Work expeditiously. Upon Owner Occupancy, sufficient retainage monies will be held to pay for incomplete Work, should the Contractor fail to perform. A letter will be addressed to the Contractor informing the Contractor of the project status and the monies available for a semi-final payment upon receipt of billing.
- G. When Contract closeout procedures are completed and all punch listed deficiencies have been corrected, final acceptance by the Owner will be documented. The Contractor will receive written notice of acceptance of the Work and notification that final payment may be billed and released.
- H. All guarantees shall commence and become effective beginning on the date of Final Acceptance by the Owner.

1.03 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor shall submit the following:
  - 1. Contractor's Affidavit of Payment of Debts and Claims.
  - 2. Contractor's Affidavit of Release of Liens including the following:
    - a. Consent of Contractor's Surety to Final Payment.
    - b. Subcontractor's Release of Waiver of Liens.
- B. Duly sign and execute all submittals before delivery to Architect.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Approved Shop Drawings, Product data, and Samples, see Section 01340
- B. Project Record Documents, see Section 01720.
- C. Owner's Operating and Maintenance Manual, see Section 01730.
- D. Extra Paint, see Section 09900.
- E. Building Official's Certificate of Occupancy.

END OF SECTION



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| <b>DIVISION 2, EXISTING CONDITIONS</b><br>02 41 00 DEMOLITION |
|---|

PART 1 - GENERAL

## 1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Standard General Conditions, Supplementary Conditions, and Division 1 bound herewith in addition to this Specification and accompanying drawings.

## 1.02 EXTENT OF WORK

- A. In general the project scope includes modifying an existing opening in a 1-hour rated wall assembly to create new storefront entry assembly. Perform all demolition and removal required to complete modifications indicated on Drawings and described in Specifications.
- B. The Owner's separate abatement contractor will remove any hazardous materials prior to the beginning of construction.

## 1.03 SALVAGE

- A. All salvage shall become the property of the Demolition Contractor unless noted otherwise on drawings. Carefully remove any items that shall be reused in the Work or salvaged to Owner. Carefully remove any items that shall remain the property of the Owner and store in a secure, dry location on-site for pick-up by Owner.
- B. Prior to starting demolition the Contractor shall meet with the Owner's Authorized Representative who shall designate items to remain the property of the Owner.

## 1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with governing laws, codes, and regulations if more restrictive than requirements specified herein. Notify Architect of differences prior to starting Work.

## 1.05 TRAFFIC CONTROL

- A. Unless otherwise approved by governing authorities, provide necessary barricades, detours, warning devices, flag persons, and equipment movement to maintain safety for vehicle and pedestrian traffic on public streets, access to private walks, drives, and parking areas.

## 1.06 PROTECTION

- A. Existing Utilities: Existing utilities shown on drawings are located according to best available information, but accuracy is not guaranteed. Protect active pipes encountered; notify persons owning same. Repair or replace utility lines damaged by Work of this section
- B. Existing Plants and Trees: Protect against damage.
- C. Street Cleaning: Maintain public streets and walkways clean and free from obstructions at all times. Maintain street drains and sewers open for free drainage at all times.
- D. Dust Control: Protect persons and property against damage and discomfort caused by dust. Manage cutting so that no dust leaves the enclosed Work area.

- E. Adjacent Spaces: Protect neighboring spaces, occupants of said spaces, customers, visitors, and passersby against damage, injury or discomfort.
- F. Other Work: Protect other Work against damage and discoloration caused by Work of this section.
- G. Objectionable Noise: Do Work requiring air hammers and other noisy equipment only during hours approved by the Owner's Authorized Representative.

#### 1.07 COORDINATION

- A. Coordinate with other trades affecting and affected by Work of this section.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. General: Use only sound material of appropriate size and thickness to satisfy installation and use conditions.
- B. Wheeling Equipment: Use only pneumatic-tired equipment.

### PART 3 - EXECUTION

#### 3.01 EXISTING CONDITIONS

- A. Verify that the utilities in areas where systems and structures are to be demolished are not active. Do not start Work until conditions are satisfactory.

#### 3.02 PROTECTION

- A. Protect Work from damage during other construction.
- B. Repair any damage to adjacent materials caused by demolition.
- C. Protect existing interior improvements and furnishings from deleterious construction dust, debris, contaminated water or slurry.

#### 3.03 CLEANING AND REPAIRING

- A. Dispose of all debris in a safe and legal manner away from the project site.
- B. On completion, remove all covers, tools and equipment. Remove temporary anchors and patch holes.
- C. Including Work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by Work of this section. Remove debris from project premises upon Work completion or sooner, if directed.

END OF SECTION

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| <b>DIVISION 5, METALS</b><br><b>05 40 00 COLD-FORMED METAL FRAMING</b> |
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**PART 1 – GENERAL****1.01 CONTRACT CONDITIONS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 09 20 00 - Gypsum Drywall

**1.03 DESIGN REQUIREMENTS**

- A. Structural Performance: Provide cold-formed metal framing capable of withstanding design loads within limits and under conditions indicated.
  - 1. Design Loads: As indicated on drawings.
  - 2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
    - a. Interior Non-Load-Bearing Wall Framing: Horizontal deflection of 1/360 of the wall height under a horizontal load of 5 lbf/sq. ft.
  - 3. Design framing systems to provide for movement of framing members without damage or over-stressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F.
  - 4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
    - a. Upward and downward movement of 1/2 inch.
- B. Cold-Formed Steel Framing, General: Design according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions."
  - 1. Headers: Design according to AISI's "Standard for Cold-Formed Steel Framing - Header Design."
  - 2. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.

**1.04 QUALITY CONTROL**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this Section with minimum 5 years documented commercial experience.
- B. Installer Qualifications: Installer experienced in performing work of this Section who has specialized in installation of commercial work similar to that required for the Project.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation. Store materials protected from exposure to rain, snow or other harmful weather conditions, at temperature and humidity conditions per AISI COSP Section F3. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with

requirements of local authorities having jurisdiction.

#### 1.06 SITE CONDITIONS

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

#### 1.07 COORDINATION

- A. Coordinate with other trades affecting or affected by Work of this section.

### PART 2 – PRODUCTS

#### 2.01 MANUFACTURERS

- A. Approved Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated into the Work include, but are not limited to, the following: Allied Studco, MarinoWare, SCAFCO Corporation or approved equal.

#### 2.02 NON-LOAD-BEARING STEEL FRAMING, GENERAL

- A. Framing Members - General: Comply with ASTM C754 for conditions indicated.
- B. Steel Sheet Components: Comply with ASTM C645 requirements for metal, unless otherwise indicated.
- C. Provide manufacturer's standard corrosion-resistant zinc coating, unless otherwise indicated.

#### 2.03 STEEL FRAMING FOR FRAMED ASSEMBLIES

- A. Steel Studs and Runners: ASTM C645.
- B. Sizes: Verify and match size of at existing partition modifications and provide 3 5/8" studs at all new partitions. Provide 5 1/2" studs at door opening surrounds at masonry walls.
- C. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068 inch thick, galvanized steel.
- D. Hat-Shaped, Rigid Furring Channels: ASTM C645.
- E. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum bare-steel thickness of 0.0296 inch.

#### 2.04 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
- B. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- C. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:

1. Supplementary framing.

2. Bracing, bridging, and solid blocking.
3. Web stiffeners.
4. Anchor clips.
5. End clips.
6. Foundation clips.
7. Gusset plates.
8. Stud kickers, knee braces, and girts.
9. Joist hangers and end closures.
10. Hole reinforcing plates.
11. Backer plates.

### PART 3 – EXECUTION

#### 3.01 EXAMINATION

- A. Examine areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Examine substrates to which metal framed construction attaches or abuts. Verify pre-set hollow metal frames, cast-in anchors, and structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of wall framing.

#### 3.02 ERECTION

- A. Metal Framing - General: Install steel framing to comply with ASTM C754 and with ASTM C840 requirements applicable to framing installation. Install supplementary framing, blocking, bracing at termination in Work, and support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated on Drawings and with "Gypsum Construction Handbook" published by United States Gypsum Company. Provide slip type joint as detailed to attain lateral support and avoid axial loading. Do not bridge building expansion and control joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members.
- B. Metal Framing - Walls and Partitions: Install runners (track) at floors, ceilings, and structural walls and columns where gypsum board stud system abuts other construction.
- C. Metal Stud Spacing: Maximum 16 inches on center, unless noted otherwise. For applications that exceed the laterally unsupported height limitations, provide engineered studs. Use gage and depth of stud required to meet maximum deflection requirements.
- D. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch (3 mm) from plane of faces of adjacent framing.
- E. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
- F. Install steel studs in sizes and spacing indicated on Drawings, but not less than that required by referenced steel framing installation standards.
- G. Install steel studs so that flanges point in the same direction and gypsum boards can be installed in the direction opposite to that of the flanges.

- H. Frame door openings to comply with details indicated on Drawings, with GA-219, and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames. Install runner track section (for cripple studs) at head and secure to jamb studs. Extend vertical jamb studs through suspended ceilings and attach to underside of structure above.
- I. Frame openings other than door openings to comply with details indicated on Drawings, or if none is indicated, in same manner as required for door openings; and install framing below sills of openings to match framing required above door heads.
- J. Blocking: Bolt or screw steel channels to metal studs. Install concealed fire-resistive treated wood blocking for support of items that require backing for support.

### 3.03 PRODUCT CLEANING AND REPAIRING

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Including Work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by Work of this section. Leave surface ready for finishing specified in other section. Remove debris from project site upon Work completion or sooner, if directed.

END OF SECTION

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| <b>DIVISION 7, THERMAL AND MOISTURE PROTECTION</b><br><b>07 84 00 FIRESTOPPING</b> |
|--|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement and Division 1 bound herewith in addition to these specifications and accompanying drawings.

1.02 SCOPE

- A. Through penetration firestops and smoke-stops for all fire-rated bearing and non-bearing wall and floor assemblies.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 09 20 00 Gypsum Drywall

1.04 DEFINITIONS

- A. FIRESTOPPING: The use of a material or combination of materials in a required fire-rated structure (wall or floor) where it has been breached, so as to restore the integrity of the fire rating on that wall or floor.
- B. SYSTEM: The use of a specific firestop material or combination of materials in conjunction with a specific wall or floor construction type and a specific penetrant(s), constitutes a "System"
- C. BARRIER: Any bearing or non-bearing wall or floor that has an hourly fire and smoke rating.
- D. THROUGH-PENETRATION: Any penetration of a fire-rated wall or floor that completely breaches the barrier.
- E. MEMBRANE-PENETRATION: Any penetration in a fire-rated wall that breaches only one side of the barrier.

1.05 SUBMITTALS

- A. Submit manufacturers product literature for each type of firestop material to be installed. Literature shall indicate product characteristics, typical uses, performance and limitation criteria, and test data.
- B. Material Safety Data Sheets (MSDS): Submit MSDS for each firestop product.
- C. UL Tested Systems: Submit drawings showing typical installation details for the methods of installation. Indicate which firestop materials will be used and thickness for different hourly ratings.
- D. Engineering Judgments: Submit manufacturer's drawings for all non-standard applications where no UL tested system exists. All drawings must indicate the "Tested" UL system upon which the judgment is based so as to assess the relevance of the judgment to some known performance.

- E. Submit manufacturers installation procedures for each type of product.
- F. Approved Applicator: Submit document from manufacturer wherein manufacturer recognizes the installer as qualified or submit a list of past projects to demonstrate capability to perform intended work.
- G. Upon completion, installer shall provide written certification that materials were installed in accordance with the manufacturers installation instructions and details.

#### 1.06 QUALITY ASSURANCE

- A. Firestopping systems (materials and design):
  - 1. Shall conform to both Flame (F) and Temperature (T) ratings as required by local building codes and as tested by nationally accepted test agencies per ASTM E814 or UL 1479 fire tests in a configuration that is representative of field conditions.  
The F rating must be a minimum of one (1) hour but not less than the fire resistance rating of the assembly being penetrated. T shall be a minimum of one (1) hour but not less than the measurement of the temperature rise on penetrating item(s) when required by code authority. The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.
  - 2. For joints, must be tested to UL 2079 with movement capabilities equal to those of the anticipated conditions.
- B. Firestopping materials & systems must be capable of closing or filling through-openings created by 1) the burning or melting of combustible pipes, cable jacketing, or pipe insulation materials, or 2) deflection of sheet metal due to thermal expansion (electrical & mechanical duct work).
- C. Firestopping materials shall not shrink upon drying as evidenced by cracking or pulling back from contact surfaces.
- D. All firestopping materials shall be manufactured by one manufacturer (to the maximum extent possible).
- E. Installation of firestopping systems shall be performed by a contractor (or contractors) trained or approved by the firestop manufacturer.
- F. Material used shall be in accordance with the manufacturers written installation instructions.

#### 1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Protect against damage. Store products in original, tightly sealed containers, original labels thereon. Do not open containers or remove labels until Owner's Authorized Representative reviews.

#### 1.08 WEATHER DURING WORK

- A. Perform no Work when weather exceeds manufacturer's specified limits.

#### 1.09 COORDINATION

- A. Coordinate with other trades affecting or affected by Work of this section.

#### 1.10 PROTECTION



- A. Where firestopping is installed at locations which will remain exposed in the completed work, provide protection as necessary to prevent damage to adjacent surfaces and finishes, and protect as necessary against damage from other construction activities.

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. All firestop products and systems shall be designed and installed so that the basic sealing system will allow the full restoration of the thermal and fire resistance properties of the barrier being penetrated with minimal repair if penetrants are subsequently removed.
- B. For applications where combustible penetrants are involved, i.e., insulated and plastic pipe, a suitable intumescent material must be used.

### 2.02 ACCEPTABLE MANUFACTURERS

- A. Note: Inclusion of materials in this specification does not indicate that the listed products have been evaluated for conformance to this specification. Therefore, the user/contractor must certify in the submittal package, with a "Certificate of Conformance" from the manufacturer listed below, that the material selected meets all of the criteria set forth in this specification.
- B. Specified Technologies Inc./GE Pensil® (STI), (800) 992-1180 or approved.

### 2.03 MATERIALS

- A. Intumescent Firestop Sealants and Caulks:
  - 1. STI SpecSeal SSS100 or approved.
- B. Latex Firestop Sealant:
  - 1. STI SpecSeal LC150 Sealant or approved.
- C. Acrylic Water-Based Sealant:
  - 1. STI SpecSeal ES100 Elastomeric Sealant or approved.
- D. Silicone Firestop Sealants and Caulks:
  - 1. STI SpecSeal Pensil 300 or approved.
- E. Firestop Putty:
  - 1. STI SpecSeal SSP100 Firestop Putty Bars and Pads or approved.
- F. Firestop Collars:
  - 1. STI SpecSeal SSC Firestop Collars or approved.
- G. Wrap Strips:
  - 1. STI SpecSeal SSW Wrap Strip or approved.

- H. 2-Part Silicone Firestop Foam:
  - 1. STI SpecSeal Pensil 200 or approved.
- I. Firestop Mortar:
  - 1. STI SpecSeal SSM Mortar or approved.
- J. Firestop Pillows:
  - 1. STI SpecSeal SSB Pillows or approved.
- K. Elastomeric Spray:
  - 1. STI SpecSeal AS Elastomeric Spray or approved.
- L. Accessories:
  - Forming/Damming Materials: Mineral fiberboard or other type as per manufacturer recommendation.

### PART 3 - EXECUTION

#### 3.01 EXISTING CONDITIONS

- A. Inspect joints to be caulked and sealed and verify that joints are clean, dry, and free from dust, oil, grease, rust, lacquer, laitence, loose mortar, or other bond-reducing matter. Prior to starting Work, notify Contractor and Owner's Authorized Representative of defects requiring correction. Do not start Work until conditions are satisfactory.
- B. Verify that environmental conditions are safe and suitable for installation of firestop products.
- C. Verify that all pipe, conduit, cable, ductwork and other items which penetrate fire-rated construction have been permanently installed prior to installation of firestops.

#### 3.02 CONDITIONS REQUIRING FIRESTOPPING

- A. General:
  - Provide firestopping for conditions specified whether or not firestopping is indicated, and if indicated, whether such material is designed as insulation, safing, or otherwise.
- B. Through-Penetrations:
  - Firestopping shall be installed in all existing open penetrations and in the annular space in all new or existing penetrations in any bearing or non-bearing required fire-rated barrier.
- C. Construction Joints/Gaps:
  - Firestopping shall be provided between the tops of walls and the underside of floors
- D. Smoke-Stopping:
  - As required by the other Sections, smoke-stops shall be provided for through-penetrations, membrane-penetrations, and construction gaps with a material approved and tested for such application.

### 3.03 SEQUENCING

- A. Schedule firestopping after installation of penetrants but prior to concealing the openings.
- B. Firestopping shall precede wall finishing system application.

### 3.04 INSTALLATION

#### A. General:

1. Installation of firestops shall be performed by an applicator/installer qualified and trained by the manufacturer. Installation shall be performed in strict accordance with manufacturers detailed installation procedures.
2. Apply firestops in accordance with fire test reports, fire resistance requirements, acceptable sample installations, and manufacturers recommendations.
3. Unless specified and approved, all insulation used in conjunction with through-penetrants shall remain intact and undamaged and may not be removed.
4. Seal holes and penetrations to ensure an effective smoke seal.
5. In areas of high traffic, protect firestopping materials from damage. If the opening is large, install firestopping materials capable of supporting the weight of a human.
6. Insulation types specified in other sections shall not be installed in lieu of firestopping material specified herein.
7. All combustible penetrants (e.g. non-metallic pipes or insulated metallic pipes) shall be firestopped using products and systems tested in a configuration representative of the field condition.

#### B. Dam Construction:

When required to properly contain firestopping materials within openings, damming or packing materials may be utilized. Combustible damming material must be removed after appropriate curing. Noncombustible damming materials may be left as a permanent component of the firestop system.

### 3.05 FIELD QUALITY CONTROL

- A. Prepare and install firestopping systems in accordance with manufacturers printed instructions and recommendations.
- B. Follow safety procedures recommended in the Material Safety Data Sheets.
- C. Finish surfaces of firestopping which are to remain exposed in the completed work to a uniform and level condition.
- D. All areas of work must be accessible until inspection by the applicable Code Authorities.
- E. Correct unacceptable firestops and provide additional inspection to verify compliance with this specification.

### 3.06 CLEANING

- A. Remove excess materials as Work progresses and leave surfaces neat, smooth, and clean. Remove debris from project site upon Work completion or sooner, if directed. Including Work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by Work of this section.

END OF SECTION

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|---|
| <b>DIVISION 8, OPENINGS</b><br>08 40 00 STOREFRONT SYSTEM |
|---|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement, Project Conditions, and Division 1 bound herewith in addition to this Specification and accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 07 92 00 – Joint Sealants
- B. Section 08 80 00 - Glazing

1.03 ALLOWABLE TOLERANCES

- A. Member Alignment: True within 1/8" in 12 feet.
- B. Openings: Accurately sized and located within 1/4".
- C. Squareness: 1/8" maximum variance between opposite diagonal measurements.

1.04 SHOP DRAWINGS

- A. Submit in accordance with Section 01340. Show elevations, principal construction features and dimensions of each, anchors, and full size glass installation moldings.

1.05 PRODUCT DELIVERY

- A. Do not deliver to jobsite until notified by General Contractor that project is conditioned and prepared to handle and store products without damage or discoloration.

1.06 PRODUCT STORAGE

- A. Protect against damage and discoloration. Store upright in protected dry area at least 1" above ground or floor.

1.07 PROTECTION

- A. Protect other surfaces against damage or discoloration caused by work of this section.

1.08 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

1.09 WARRANTY

- A. Warrant work of this Section against leakage for one year in accordance with terms specified in the General Conditions

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. All finishes shall be black anodized.
- B. Extrusions: 6063-T5 alloy and temper (ASTM B221 G.S. 10A-T5).
- C. Fasteners: Aluminum, stainless steel, or zinc plated steel in accordance with ASTM A164. Perimeter anchors shall be aluminum or steel provided the steel is properly isolated from aluminum.
- D. Reinforcing: ASTM A-36.

### 2.02 FRAMES

- A. General: Provide 2" x 4 1/2" aluminum storefront section to accommodate single glazing. Kawneer TriFab VG 450, Center Glazing System or approved equal. Provide 4" door head frame at concealed closer/electronic hold-open, continuous geared hinges, and all necessary accessories.
- B. Glazing: 1/4" tempered units, see Section 08 80 00.
- C. Glass Stops: Provide square stops and non-stretch vinyl glazing beads against both faces.

### 2.03 ANCHORS

- A. Provide anchors in conformance with manufacturer's recommendations.

### 2.04 FABRICATION

- A. Accurately form to required sizes and shapes.
- B. Fabricate flat surfaces neat, rigid, and free of warp, buckle and defects. Fabricate edges, corners, and angles clean sharp, and square; joints precision fitted.
- C. Assemble components to allow for expansion and contraction.
- D. Provide concealed steel stiffeners as required to resist wind or other applied loads. Fabricate connections as required for strength and rigidity using concealed mechanical fastenings wherever possible.

## PART 3 - EXECUTION

### 3.01 EXISTING CONDITIONS

- A. Verify that opening to receive aluminum entrance systems are accurately located and sized, square, plumb, true, and otherwise properly prepared. Prior to starting work, notify General Contractor about defects requiring correction. Do not start work until conditions are satisfactory.

### 3.02 FIELD MEASUREMENTS

- A. Verify dimensions prior to fabrication. If minor differences exist between field measurements

and drawing dimensions, modify work as required for accurate fit. Notify Architect about major differences prior to fabrication.

**3.03 INSTALLATION**

- A. Follow approved Shop Drawings and manufacturer's instructions. Secure anchors to adjacent construction. Set frames true with adjacent construction. Accurately position work. Install plumb, square, true, secure without metal-to-glass contact. Set doors flush with frame face.

**3.04 PAINTING**

- A. Coat contacting dissimilar materials with corrosion insulating paint, 7 1/2 mil dry film thickness, minimum applied to each contacting face.

**3.05 PRODUCT CLEANING AND REPAIRING**

- A. Including work of other sections, clean, repair, and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section. Remove debris from project site upon work completion or sooner, if directed.

**END OF SECTION**

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|---|
| <b>DIVISION 8, OPENINGS</b><br>08 71 00 FINISH HARDWARE |
|---|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement, Project Conditions, and Division 1 bound herewith in addition to this Specification and accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 08 40 00 – Aluminum Storefront

1.03 SUBSTITUTIONS

- A. Products specified establish desired quality and appearance levels. Approved alternate manufacturer may be bid.
- B. Include with requests: Specified item, design, catalog number, and finish for each item on which approval is being requested. Blanket approvals by manufacturer's name only will not be given.

1.04 SUPPLIER'S REPRESENTATIVE

- A. Hardware supplier shall employ person qualified for membership in the American Society of Hardware Consultants, who shall be available for consultation with Architect, General Contractor and Owner during course of work. Prior to Final Completion, supplier's representative shall make one field inspection and notify Architect if hardware installation complies with manufacturer's instructions. Prior to Final Completion, supplier's representative shall instruct Owner how to properly adjust and maintain hardware.

1.05 INSTALLER'S QUALIFICATIONS

- A. Installation of finish hardware shall be performed by a contractor with a minimum of five years with commercial finish hardware installation. Contractor shall be trained or approved by the finish hardware manufacturers.

1.06 REGULATORY AGENCY REQUIREMENTS

- A. Conform to UL requirements for fire-rated openings.

1.07 SUPPLIER'S HARDWARE SCHEDULE

- A. Submit similar to Shop Drawings in accordance with Section 01 34 00. Indicate each item and location.

1.08 PRODUCT DELIVERY

- A. Package each item separately, and identify with hardware schedule number. Deliver to General Contractor for installation in original, unopened containers with legible labels intact. Ship tagged and identified keys by registered mail to General Contractor. Include complete set of specialized hardware maintenance and removal tools for Owner's use. Store where directed by Owner.

1.09 PRODUCT STORAGE AND HANDLING

- A. Protect against theft, damage, and discoloration.

1.10 PROTECTION

- A. Protect other surfaces against damage and discoloration caused by work of this section.

1.11 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

1.12 CONSTRUCTION LOCKS

- A. Provide temporary construction locks during the course of work. Replace construction locks immediately prior to Owner move-in. Keys to final locks shall not be made available to any individuals without Owner approval.

PART 2 - PRODUCTS

2.01 DOOR SILENCERS

- A. Three silencers for single doors.
- B. Omit silencers at doors with gaskets or weatherstripping.

2.02 FASTENERS

- A. Provide required screw, bolts, and other fasteners. Match hardware material and finish.

2.03 HINGES

- A. Provide continuous geared hinges on out-swinging, corridor door hinges.

2.04 FABRICATION

- A. Cut and fit threshold and floor plates to door frame profile with mitered corner joints. Fabricate joints and cuts smooth and with hair-line seams. Make hardware for door and frames to template. Send templates, together with Hardware Schedule, to door and frame manufacturer not later than two weeks after approval of Hardware Schedule.

2.05 SCHEDULE

- A. Keying
  - 1. Keying systems employed shall provide maximum security. Keying systems shall be proprietary. Contractor shall coordinate with the Owner's Key Shop, who will provide keying.
- B. Finishes
  - 1. 626- Dull Chrome or clear anodized aluminum.
- C. Manufacturers
  - 1. The numbers listed in the schedules are taken from catalogs of the following



manufacturers:

| <u>Hardware Item</u> | <u>Specified Manufacturer</u> |
|----------------------|-------------------------------|
| Butts                | Pemko                         |
| Exit Devices         | Von Duprin                    |
| Closers              | LCN                           |
| Astragals            | Pemko                         |
| Thresholds           | Pemko                         |
| Door Gasket          | Pemko                         |

D. Schedule

1. See Hardware Groups Scheduled on drawings.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Verify that surfaces to receive finish hardware are properly prepared, including necessary backing. Prior to starting work, notify General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.

3.02 INSTALLATION

- A. Accurately locate, fit, and install square, plumb, and secure in accordance with manufacturer's directions and templates. Mount at the following heights above the floor, unless otherwise shown on drawings:
  1. Lever locks                      36" to knob center.
  2. Dead locks                         42" to cylinder center.
  3. All others                          Manufacturer's standard.
- B. After fitting mortised hardware to surfaces to be painted, remove and store hardware in original package until painting completion, then permanently install.

3.03 ADJUSTMENTS

- A. Adjust moving parts to operate satisfactorily at time of Final Completion.
- B. Adjust hardware to conform with the American's with Disabilities Act guidelines. In particular adjust closers as follows:
  1. Exterior Doors: Provide maximum 8 1/2 pounds force to operate door; close door with minimum of 3 seconds from 70 degree opening angle to within 3 inches of jamb.
  2. Interior Doors: Provide maximum 5 pounds force to operate door; close door with minimum of 3 seconds from 70 degree opening angle to within 3 inches of jamb.

3.04 PRODUCT CLEANING AND REPAIRING

- A. Including work of other sections, clean, repair, and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section. Remove debris from project site upon work completion or sooner, if directed.

END OF SECTION

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| <b>DIVISION 8, OPENINGS</b><br><b>08 80 00 GLAZING</b> |
|--|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement, Project Conditions, and Division 1 bound herewith in addition to this Specification and accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 08 40 00 – Aluminum Storefront

1.03 REGULATORY AGENCY REQUIREMENTS

- A. Comply with Safety Standards for Architectural Glazing Materials 16 CFR 1201 issued by Consumer Product Safety Commission.

1.04 PRODUCT DELIVER, STORAGE, AND HANDLING

- A. Schedule glass delivery to coincide with glazing schedules. Original label, showing manufacturer, quality, and thickness required for each piece of glass, except where label must be removed for glass-cutting. Deliver other glazing materials in original containers, manufacturer's original legible labels thereon. Protect against damage and discoloration.

1.05 ENVIRONMENTAL CONDITIONS

- A. Do not install glazing when temperature is below 40 degrees F., when dust is present, or in wet weather except under cover.

1.06 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

1.07 PROTECTION

- A. Protect materials of other trades against damage or discoloration caused by work of this section. Protect installed glazing against breakage and staining.

1.08 WARRANTY

- A. Warrant exterior glazing against air and water infiltration for two years, and insulating glass against seal failure for five years.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. American-Saint Gobain Corporation, hereinafter called ASG.
- B. Libbey-Owens-Ford Glass Company, hereinafter called LOF.

- C. Pittsburgh Plate Glass Company, hereinafter called PPG.
- D. Or approved equal.

#### 2.02 TEMPERED GLASS

- A. Type and thickness as scheduled and where within 18" of floor of 24" from door openings.

#### 2.03 SETTING BLOCKS

- A. Neoprene rubber with 70-90 shore "A" durometer hardness, and compatible with glazing compound and sealant. Fabricate wider than glass unit thickness and long enough to support glass without excessive pressure on glass edge.

### PART 3 - EXECUTION

#### 3.01 EXISTING CONDITIONS

- A. Verify that openings to be glazed are accurately sized and located, and free of fasteners and other projections which will interfere with glazing. Prior to starting work, notify General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.

#### 3.02 FIELD MEASUREMENTS

- A. Verify opening dimensions prior to fabrication. Allow for glass edge clearances. If field measurements differ slightly from drawing dimensions, modify work as required for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.

#### 3.03 PREPARATION OF SURFACES

- A. Prior to starting work, clean, dry, and remove protective coatings from glass and surfaces to be glazed.

#### 3.04 INSTALLATION - GENERAL

- A. Follow glass manufacturer's recommendations. Allow for glass expansion and contraction. Install glass larger than 5 square feet with setting blocks placed at sill quarter points. Install glass surface waves running horizontal.

#### 3.05 INSULATING GLASS INSTALLATION

- A. Remove identity labels immediately after installation; save for Architect's review. Follow glazing specification for sealed insulating glass units, SIGMA No. 70-7-1.

#### 3.06 CLEANING AND REPAIRING

- A. Remove excess glazing compound from glass and surrounding work. Final glass cleaning specified in Section 01 74 00, Cleaning. Remove debris from project site upon work completion or sooner if directed.

END OF SECTION

|  |
|--|
| <b>DIVISION 9, FINISHES</b><br>09 20 00 GYPSUM DRYWALL |
|--|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement, Project Conditions, and Division 1 bound herewith in addition to this Specification and accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 09 51 00 – Acoustic Ceilings
- B. Section 09 90 00 – Painting and Finishing

1.03 EXTENT OF WORK

- A. Where spaces are scheduled to receive gypsum drywall, include closets and alcoves opening off these spaces, and any beams, and pilasters within spaces, unless otherwise indicated. Extend gypboard full height at interior face of exterior walls and at both faces of sound insulated walls. Gypsum board finish shall terminate approximately 6" above finished ceiling in all other locations.

1.04 REGULATORY AGENCY REQUIREMENTS

- A. Where fire-rated partitions or ceilings are noted, construct to obtain specified rating.

1.05 REFERENCED SPECIFICATIONS

- A. Conform to current Gypsum Association recommended specifications for the application and finishing of gypsum board, as modified and supplemented herein. Recommended materials and methods are mandatory. Those proposed by contractor as equal or equivalent must be accepted by Architect. Referenced specifications may be obtained from Gypsum Association, 1603 Orrington Avenue, Evanston, Illinois 60201.

1.06 PRODUCT DELIVER, STORAGE, AND HANDLING

- A. Deliver products to site with manufacturer's original labels intact and legible. Identify fire-rated materials with testing agency label. Protect gypsum materials against damage and discoloration and metal materials against rust. Do not stack gypsum boards with long lengths overhanging shorter lengths. Do not overload floor system with stockpiled materials. Indicate adhesive "open time" on adhesive container label.

1.07 WORK SPACE TEMPERATURE

- A. Maintain between 55-degrees F. and 75-degrees F. for 24 hours before, during, and 24 hours after materials have dried.

1.08 VENTILATION

- A. Maintain sufficient ventilation for proper joint treatment drying and for safe and healthy working environment for all workers. Prevent excessive drafts during hot, dry weather.

1.09 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

1.10 PROTECTION

- A. Protect other work against damage and discoloration caused by work of this section.

PART 2 - PRODUCTS

2.01 GYPSUM BOARD

A. Manufacturer

- 1. Bestwall, Celotex, Kaiser, Johns-Manville, Pabco, National Gypsum, U.S. Gypsum, Flintkote, Georgia Pacific or approved. Type as follows:
  - a. Standard Assemblies: Tapered edge, 5/8" thick Type "X" at ceilings and walls.

2.02 FASTENERS

A. Screws

- 1. Self-tapping, self-drilling, bugle head, ASTM C-646. Type W (1 1/4")

2.03 METAL TRIM

A. At External Corners:

- 1. "Beadex", "Perf-A-Bead", "Dura-Bead", Casings-Western #220, or approved equal, as required.

B. At Exposed Gypsum Board Edges and Where Gypsum Board Abuts Other Materials:

- 1. U.S. Gypsum casing bead No. 200, Casings-Western #108, or approved equal.

2.04 JOINT TAPE

- A. Interior: Conform to ASTM C-475, perforated.

2.05 JOINT COMPOUND

- A. Interior: Conform to ASTM C-475.

2.06 LAMINATING ADHESIVE

- A. For adhering gypsum board to wood framing or gypsum board: Type recommended by gypsum board manufacturer.

2.07 SPRAY TEXTURE

- A. USG, Kaiser, "Spray Texture", or approved equal. Provide at gypsum board surfaces scheduled to receive paint finish.

## 2.08 OTHER MATERIALS

- A. Made or recommended by gypsum board manufacturer. Provide all indicated or required for complete installation.

## PART 3 - EXECUTION

### 3.01 EXISTING CONDITIONS

- A. Verify that surfaces to receive gypsum board are accurately located, plumb, square, true, secure, and otherwise properly prepared. Prior to starting work, notify Architect and Owner of defects requiring correction. Do not start work until conditions are satisfactory.

### 3.02 ACOUSTIC SEALANT INSTALLATION

- A. Gun or butter sealant to floor and ceiling plates prior to installation, and around electrical boxes, pipes, etc., located in or passing through sound walls. Prior to installing gypsum board, provide acoustic sealant around sound wall perimeters in angle between walls, floor, and ceiling. Press board into sealant forming bond between framing member face and backside of board. Provide in joints between sound walls and other adjacent materials. Permit no voids for sound passage. Provide at walls and ceiling of Lavatory #107.

### 3.03 GYPSUM BOARD INSTALLATION

- A. Follow referenced specifications and manufacturer's directions as amplified hereunder. Extend wallboard to within 1/4" of floor. Loosely butt joints. Place tapered edges together, except at angles. Do not place butt ends against tapered edges. Where possible, apply boards without butt joints. Where butt joints are necessary, locate as far from wall and ceilings centers as possible and stagger, including joints on opposite sides of partitions. Support board ends and edges on framing members. At outside corners conceal cut edges with covered edges. Maintain 3/8" minimum distance between fastener and board edge. Dimple board surface 1/32" with fastener. Do not fracture face paper.
- B. Secure single-ply boards to framing as follows:
  - 1. Wall framing      Screw at 7" o.c.
  - 2. Ceiling framing    Screw at 6" o.c.

### 3.04 JOINT, CORNER, AND EDGE TREATMENT

- A. Reinforce inside corners in accordance with manufacturer's direction. Treat filled joints and fastener holes in accordance with referenced specifications. Protect external corners and exposed edges with metal trim.

### 3.05 SURFACE TEXTURE

- A. At Walls and Ceilings to be Painted
  - 1. Spray apply to produce light orange peel texture. Before starting work, submit texture sample to Architect for review and acceptance.
- B. Application
  - 1. Apply after joints are taped and dry. Follow manufacturer's directions.

**3.06 REPAIRS**

**A. General**

1. After installation and before finishing, correct surface damage and defects. Leave surfaces clean, smooth, and ready for finishing specified in Section 09 90 00.
2. Repair all cracks and defects that develop during the one year warranty period without additional cost to Owner.

**B. Ridging**

1. Sand ridges smooth without cutting joint tape. Fill concave areas on both sides of ridge with compound and finish to match adjacent surface.

**C. Cracks**

1. Fill with compound and finish to match adjacent surface.

**3.07 PRODUCT CLEANING AND REPAIRING**

- A. Including work of other sections, clean, repair and touch-up, or replace when directed by Owner or Architect, products which have been soiled, discolored, or damaged by work of this section. Leave surface ready for finishing specified in other section. Remove debris from project site upon work completion or sooner, if directed.

**END OF SECTION**

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|--|
| <b>DIVISION 9, FINISHES</b><br><b>09 51 00 ACOUSTIC CEILINGS</b> |
|--|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement, Project Conditions, and Division 1 bound herewith in addition to this Specification and accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 09 20 00 – Gypsum Drywall

1.03 REFERENCED SPECIFICATIONS

- A. General: Specifications may be obtained from associations listed below.
- B. Acoustic Systems: Type of acoustic materials, types of mounting, noise reduction coefficients, and methods of installation, hereinafter specified, refer to Acoustical Ceilings: Use and Practice, published by Ceilings and Interior Systems Contractors Association. 1800 Pickwick Avenue, Glenview, Illinois 60025.
- C. Suspension Systems: Suspension systems, hereinafter specified, refer to "Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings", ASTM C-635, and to "Recommended Practice for Installation of Metal Ceiling Suspension System for Acoustic Tile and Lay-In Panels", ASTM C-636.

1.04 WORKER QUALIFICATIONS

- A. Approved by manufacturer of materials being installed.

1.05 REQUIREMENTS OF REGULATORY AGENCIES

- A. Conform to requirements of building code, if more restrictive than those herein. Notify Architect of differences prior to starting work.

1.06 ALLOWABLE TOLERANCES

- A. Suspension system components fully loaded; maximum deflection: 1/360 of span in accordance with ASTM C-635. Finish surfaces level and true within 1/8" per 12'-0".

1.07 EXTRA STOCK

- A. Submit one (1) extra case of each panels in unopened protective packages. Store in Authorized Owner's Representative approved location.

1.08 PRODUCT DELIVERY

- A. Deliver in original, unopened, protective packages with manufacturer's labels indicating brand name, pattern, size, thickness, and fire rating legible and intact.

1.09 PRODUCT STORAGE AND HANDLING

- A. Protect against damage and discoloration. Store cartons open at each end to stabilize



moisture content and temperature.

#### 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Delay installation of acoustic units until work spaces are dry. Maintain 65%-75% humidity in work spaces 24 hours before, during, and 24 hours after installation. Maintain uniform 55 degrees F. - 70 degrees F. temperature in work spaces 24 hours before, during, and after installation.

#### 1.11 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

#### 1.12 PROTECTION

- A. Protect other work against damage or discoloration caused by work of this section.

### PART 2 - PRODUCTS

#### 2.01 ACOUSTIC PANELS

- A. Typical Panels: 24" x 48" x 3/4" lay-in panels to match existing Bookstore ceiling system and color.

#### 2.02 EXPOSED METAL SUSPENSION SYSTEM

- A. TYPICAL CEILING: To match existing Bookstore ceiling system and color.

#### 2.03 METAL EDGE TRIM

- A. Corrosion-resistant steel, finish to match adjacent metal suspension system.

#### 2.04 FASTENERS AND ACCESSORIES

- A. Type and sizes recommended by suspension system manufacturer. Provide all required for complete system.

### PART 3 - EXECUTION

#### 3.01 EXISTING CONDITIONS

- A. Verify that surfaces provided by other trades are clean, dry, and otherwise properly prepared to receive acoustic treatment. Prior to starting work notify Architect and Owner of defects requiring correction. Do not start work until conditions are satisfactory.
- B. Verify field measurements prior to fabrication. If field measurements differ slightly from drawing dimensions, modify work as required for accurate fit. If measurements differ substantially, notify Architect prior to fabrication.

#### 3.03 INSTALLATION

- A. General: Follow standards specifications, manufacturer's directions, and layout drawings, except as modified hereunder.

- B. Metal Suspension System: Where mechanical and electrical work interferes with regular spacing of hangers, provide additional hangers and channels and make necessary adjustments in ceiling construction. Do not attach or pass hangers through mechanical or electrical ductwork. Provide framing around recessed light fixtures and other openings.
- C. Vertical Hangers: Suspension wires shall not be smaller than No. 12 gauge spaced at 4'-0" o.c. along each main runner. Each vertical wire shall be attached to the ceiling suspension member and the support above by minimum three turns. Each connection device supporting the ceiling system shall have a minimum capacity of 100 pounds when loaded in the manner installed. Suspension wires shall not vary more than 1 in 6 out-of-plumb unless countersloping wire are provided. Wires shall not attach to or bend around obstructions. A trapeze or equivalent device shall be used where obstructions preclude direct suspension. Trapeze suspensions spanning 48" or more shall be formed from (2) back-to-back 1 1/2" cold-rolled channels.
- D. Perimeter Hangers: The terminal ends of each cross runner and main runner shall be independently supported by a #12 gauge wire within 8" of all perimeter walls or ceiling discontinuities. Ends of main and cross runners shall be wired together to prevent the runners from splaying and displacing.
- E. Lateral Force Bracing: Horizontal restraint of the suspended ceiling system shall be effected by four No. 12 gauge wires secured to the main runner within 2 inches of the cross runner intersection and splayed 90 degrees from each other at an angle not exceeding 45 degrees from the plane of the ceiling. A cold-formed steel strut shall be provided between the intersection and the structure overhead to prevent vertical displacement. These horizontal restraint points shall be provided at 12'-0" o.c. in both directions, with the initial restraint point located within 6'-0" of the ceiling perimeters. Attachment of the restraint wires to the overhead structure shall have a minimum capacity of 280# in shear (1-16 gauge wood screw or equivalent).
- F. Acoustical Units: Install units in level plane, in straight line courses, and with solid bearing on support members. Minimum border unit width: 1/2 unit dimension, unless otherwise shown on drawings. Install pattern grain, if any, in one direction, Seal joints around pipes, ducts, and other penetrations with caulking compound specified in Section 07 92 00. Where panels abut vertical surfaces, trim joints with metal edge trim. Provide code-approved protective hoods at all lighting fixtures where fire-rated ceiling systems are indicated.

#### 3.04 PRODUCT CLEANING AND REPAIRING

- A. Including work of other sections, clean, repair, and touch-up or replace when directed, products which have been soiled, discolored, or damaged by work of this section. Remove debris from project site upon work completion or sooner, if directed.

**END OF SECTION**

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|---|
| <b>DIVISION 9, FINISHES</b><br><b>09 90 00 PAINTING AND FINISHING</b> |
|---|

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this section is bound by the Construction Agreement, Project Conditions, and Division 1 bound herewith in addition to this specification and accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 09 20 00 – Gypsum Drywall

1.03 SCOPE

- A. Work of this section shall include finishing of all exposed faces of surfaces described herein and on finish plans plus those concealed surfaces specified.
- B. Where patching occurs refinish entire surface to provide an even finish to match adjacent work as follows:
  - 1. Continuous surfaces: Refinish to nearest intersection.
  - 2. Assemblies: Refinish entire unit.

1.04 PRODUCT LABELS

- A. Each product container shall bear manufacturer's legible labels.

1.05 PRODUCT LIST

- A. Before ordering, submit complete and detailed list of materials proposed for use. Obtain Architect's acceptance before ordering.

1.06 QUALITY CONTROL

- A. Applicator: Company with minimum three years documented experience in applying similar paint coatings in projects of the same scope.

1.07 SUBMITTALS

- A. Submit in accordance with Section 01340, two samples of each required finish, color, and sheen. Sample size 8.5 x 11", minimum. Use suitable substrate for each sample, such as stiff paper for paints, actual wood substrate at stains. Obtain Architect's acceptance before proceeding with work.
- B. Product Data: Manufacturer's data sheets on each paint and coating product should include:
  - 1 Product characteristics
  - 2 Surface preparation instructions and recommendations
  - 3 Primer requirements and finish specification
  - 4 Storage and handling requirements and recommendations
  - 5 Application methods
  - 6 Cautions, VOC's

- C Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

#### 1.08 EXTRA STOCK

- A. Leave, in previously unopened original containers, one gallon of each top coat. Store on project premises in location directed in unopened containers and in manner recommended by the manufacturer. Include identification information for each container from delivery and storage.

#### 1.09 PRODUCT DELIVER, STORAGE, AND HANDLING

- A. Deliver in original, unopened containers. Do not open containers or remove labels until Architect inspects. Store in suitable location where directed by General Contractor. Protect against contamination by foreign matter. Remove unacceptable materials from project site.

#### 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Follow manufacturer's directions. Do not work where dust or insects are present. Do not work where inclement weather may damage surface.
  1. Unless specifically pre-approved by the applied product manufacturer, perform no painting or decorating work when the ambient air and substrate temperatures are below 50° F (10° C) for both interior and exterior work.
  2. Perform no exterior painting work unless environmental conditions are within paint manufacturer's requirements or until adequate weather protection is provided. Where required, suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
  3. Perform no interior painting or decorating work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above minimum requirements for 24 hours before, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements.
  4. Perform no painting or decorating work when the relative humidity is above 85% or when the dew point is less than 5° F (3° C) variance between the air / surface temperature.
  5. Perform no painting or decorating work when the maximum moisture content of the substrate exceeds:
    - a. 12 % for vertical concrete masonry and masonry (clay and concrete brick/block) surfaces.
    - b. 15% for wood surfaces.
    - c. 12 % for plaster and gypsum board surfaces.
    - d. 8% for horizontal concrete surfaces
    - e. 12% for vertical concrete surfaces
  6. Conduct all moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple cover patch test.

7. Test concrete, masonry and plaster surfaces for alkalinity as required. Concrete and masonry surfaces must be installed at least 28 days prior to painting and decorating work and must be visually dry on both sides.
8. Apply paint only to dry, clean, properly cured and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.
9. Perform no painting or decorating work unless a minimum lighting level of 323 Lux (30 foot candles) is provided on surfaces to be painted or decorated. Adequate lighting facilities shall be provided by the General Contractor.
10. Do not apply products of this section outside acceptable range of conditions as specified by paint manufacturer.

#### 1.11 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

#### 1.12 PROTECTION

- A. Cover or otherwise protect work of other trades, including walls and floors of paint storage and mixing rooms. Remove or otherwise protect finish hardware, accessories, plates, lighting fixtures, and similar items. Post signs and install barricades as required to protect work of this section against damage or discoloration. Take extraordinary care to prevent fire.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

- A. Products for each general purpose shall be of same manufacturer. Do not use products of different manufacturers over one another, except for shop prime coats specified in other sections of these specifications. All materials used shall be lead and mercury free and shall have low VOC content where possible.

#### 2.02 MATERIALS - GENERAL REQUIREMENTS

##### A Paints and Coatings - General:

- 1 Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOC numbers need to be confirmed by using the products MSDS sheets.
- 2 Interior paints and coating applied on-site must meet the limitations and restrictions concerning chemical components set by the following standards:  
Topcoat Paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.  
Anti-Corrosive and Anti-Rust Paints: Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition, January 7, 1997. For applications on ferrous metal substrates.  
All other Architectural Coatings, Primers and Undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, rules in current effect.

Interior Topcoat Paints: VOC classification.

2.03 ACCESSORIES

|              |  |
|--------------|--|
| Coating Type | VOC weight in grams/liter of product minus water |
| Non-flat     | 150  |
| Flat         | 50   |

- A. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufactures specifications.

2.04 MIXING AND TINTING

- A. Unless otherwise specified herein or pre-approved, all paint shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity. Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- B. Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.
- C. If required, thin paint for spraying according in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Consultant.

2.05 COLORS

- A. See Finish Schedule on drawings.

2.06 MIXING AND TINTING

- A. Deliver paints and enamels ready-mixed to jobsite. Mix only in clean, rust-resistant containers. Use tinting colors recommended by manufacturer for specific type of surface.

2.07 PAINTING SCHEDULE

- A. General: Provide no variation or substitutions of specified paint systems without written approval of Architect, see section 00340 for Substitution Request Form. Prime coats specified below may be omitted where factory applied shop coats are specified in other sections. Prime coats specified may be omitted from existing finished surfaces, provided existing coating is sound. Number of coats hereunder specified is minimum. Contractor shall provide adequate coatings to provide finish that additional coatings will not show any difference in color. Finished work shall be smooth, even, uniform color, and free from cloudy and mottled surfaces. Provide additional coats where necessary without additional cost to owner (this particularly applies to additional coats of sanding sealer that may be required for a smooth finish at interior stain work).
- B. Surfaces Not Coated. Unless Otherwise Shown on Drawings:

|                                      |               |
|--------------------------------------|---------------|
| Items having complete factory finish | Rubber        |
| Non-ferrous metal (unless noted)     | Acoustic Tile |
| Elastomeric sealants                 | Glass         |
| Fire-resistance rating labels        | Flooring      |
| Instructional labels                 | Roofing       |

Floor Tile

Tempered Hardboard

C. Interior Wall and Ceiling Surfaces:

Paint System #C1: Gypsum Wallboard Surfaces - Latex Satin

One coat latex primer Sherwin Williams Harmony Low Odor Interior Latex Primer, B11W900 followed by:

Two coats satin latex, Sherwin Williams Duration Home Interior Latex Satin, A97-100 series

D. Interior Ferrous Metal Surfaces:

Paint System #D1: All Metals – Acrylic Satin

One coat Sherwin Williams ProCryl Universal Primer, B66-310 Series followed by:

Two coats Sherwin Williams ProClassic Waterborne Acrylic Satin, B20 Series

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Examine surface to receive coating for conditions that will adversely affect execution, permanence, and work quality. Verify that hardware contractor has removed door hardware, as specified in Section 08 71 00. Prior to starting work, notify General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.

3.02 SURFACE PREPARATION

- A. Remove scale, dirt, grit, rust, wax, grease, efflorescence, and other foreign matter detrimental to proper adhesion of paint. Surfaces shall be smooth, even and true where required.
- B. The surface must be dry and in sound condition. Remove mildew, oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- C. Prior to the application of coating, completely mask, remove or otherwise protect all hardware, accessories, plates, lighting fixtures, sprinkler heads, and other items in contact with coating surfaces but not scheduled to receive special coating.
- D. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F.
- E. Shop Primed/Painted Metal: Touch up abraded surfaces prior to painting with same type of paint used as shop coat. Featheredge abraded surfaces prior to touch up. Test area to be painted to make certain there are not compatibility problems with the coatings.
- F. Galvanized Metal: Clean surface so prime coat bonds well and adheres permanently. Wash with suitable solvents and methods directed by coating manufacturer. Use compatible chemical solution such as Galvaprep to treat galvanized surface. Allow drying thoroughly.
- G. Ferrous Metal: Use suitable solvents, tools, and methods to clean surface. Consult coating manufacturer's product data sheet for SSPC requirements for particular coatings used. Allow to dry thoroughly before coating.
- H. Non-Ferrous Metal: Prepare, clean, and wash surfaces as specified for galvanized metal. Allow to dry thoroughly before coating.
- I. Aluminum: Etch with phosphoric acid or approved solution.

- J. Cementitious Surfaces: Clean substrate of substances, which might interfere with penetration/adhesion of coating. Remove loose particles and foreign matter. Remove oil or foreign substance with a chemical cleaner that will not affect the coating. Surface must be thoroughly dry before coating. Alkali Conditions: Test surfaces for presence of alkali. If present neutralize with solvent detergent. Repair minor cracks and holes; roughen surface when necessary to promote better adhesion of coating. Delay application of coating until installations of sealants in joints of surfaces to be coated have been completed.
- K. Wood Doors: Lightly sand faces and edges. Fill any voids. At natural finish, color filler to match wood.
- L. Other Woods: Clean soiled surfaces with alcohol or approved. Sandpaper smooth then remove sanding dust residue. At opaque coatings seal knots, pitch, and resinous sapwood before prime coat application. Fill holes, cracks, and other defects. At natural finish, color filler to match wood. Back Prime surfaces installed against Cementitious surfaces using prime coat specified for exposed face of surface; give particular attention to sealing cross-grained surfaces. Seal wood with shellac or stain resistant primer any marks or defects which may bleed through paint coating.
- M. Puttying at Opaque finishes: Fill all nail holes, cracks, and other depressions with putty after prime coat application. Allow putty to dry; sandpaper smooth before applying body coat(s).
- N. New or Uncoated Concrete Floors: Allow new concrete to cure thoroughly before coating (minimum of 30 days under normal weather and curing conditions). Conduct a sample test by placing securing a sheet of plastic or other flexible non-porous material on the floor and allow it to remain 24 hours. The sheet should be weighted enough to prevent the passage of air under it. Remove after 24 hours in the presence of the Architect and check both the underside of the sheet and the floor for water condensation. If condensation is found allow an additional 14 days drying time, then repeat test.
- O. Previously Finished Surfaces: Sand, wire brush, or scrape painted surfaces to remove loose, scaling paint and to reduce gloss of in-place coating. Featheredge abraded surfaces. Wash soiled surfaces. When existing coatings are hard or glossy, sand lightly to promote better adhesion of the new coating, when they are chalky, wash thoroughly. All surfaces shall be thoroughly dry before they are coated.
- P. Mildewed Surfaces: Wash where mildew is evident, remove it by scrubbing the surface with this solution: 1 cup detergent and 1 quart of household bleach dissolved into 3 quarts water. Rinse thoroughly with fresh water and immediately apply a solution of 50% household bleach and 50% water. Allow this final treatment to dry on the surface before applying stain or paint.

### 3.03 APPLICATION

- A. General: Follow manufacturer's directions. Do not apply initial coating until moisture content of surface to be finished is within limitations recommended by paint manufacturer. Test with moisture meter. Apply coating with suitable brushes, spray equipment, or rollers, as recommended by coating manufacturer. Do not exceed coating manufacturer's application rate. Keep brushes, spray equipment and rollers, clean, dry, free from contaminates, and suitable for finish required. Comply with product manufacturer's recommended drying time between succeeding coats. Apply finish coats smooth, free of brush marks, drips, streaks, laps, pile up, and skipping or missed areas. Where paint abuts other materials or colors, cut paint edges clean and sharp and with no overlap. Finish door tops, bottoms, and edges as specified below: remove doors from frames if necessary. Apply succeeding coats to unscarred and integral base coats; slightly vary color of undercoats to distinguish them from preceding coat. Allow sufficient dry time for each coat of paint. Sandpaper smooth interior



finishes between coats.

- B. Provide texture sample for Owner's approval prior to beginning application of textured masonry paint at building exterior.
- C. The minimum number of coats required is shown in the paint schedule. The coats scheduled are field-applied coats, and shall be in addition to prime coats or any special preparation. Spraying and back-rolling are considered one coat. Provide additional coats as necessary to provide uniform appearance of paint system without additional cost.
- D. Priming: Do not thin primers in excess of manufacturer's written instructions. Apply within 8 hours of surface cleaning substrate.
- E. Should any coat of coating be deemed unsatisfactory, it shall be sanded and additional coat(s) applied as necessary until satisfactory finish is achieved.
- F. Painted Work: Immediately upon jobsite delivery, prime woodwork including back side surfaces. Face runs not permitted.
- G. Stained and Natural Work: Adjust finishes where necessary to obtain similar appearance between different adjacent materials.

#### 3.04 FIELD QUALITY CONTROL

- A. For each required color scheme, request Architect to inspect first finished room, space, panel or item for color, texture, and work quality.

#### 3.05 CLEANING

- A. Remove spills, splatters, and stains from all surfaces including other work and those in paint storage and mixing rooms. Unless otherwise approved, refinish entire wall or surface where portion of finish has been damaged or is otherwise unacceptable. Remove debris from project site upon work completion or sooner, if directed. Including work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section.

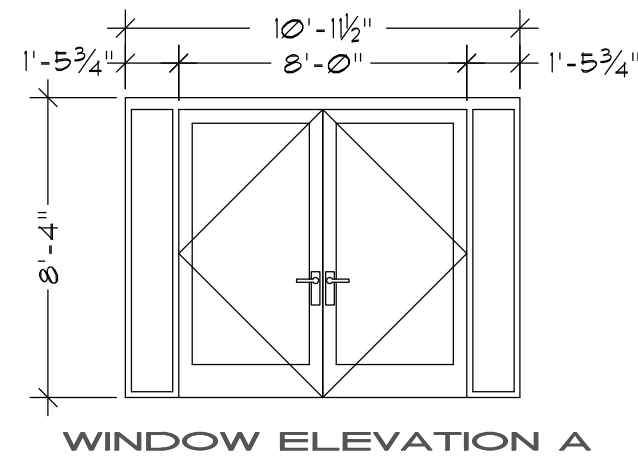
**END OF SECTION**

### RELITE SCHEDULE

| GLASS             | FRAME TYPE             | FINISH TYPE                  |
|-------------------|------------------------|------------------------------|
| TG TEMPERED GLASS | A5 ALUMINUM STOREFRONT | AA ANODIZED ALUMINUM (BLACK) |

| MARK | SIZE                                | GLAZING TYPE | FRAME TYPE | FRAME FINISH | FIRE RATING | WINDOW ELEVATION | COMMENTS   |
|------|-------------------------------------|--------------|------------|--------------|-------------|------------------|------------|
| 1    | NOM. UNIT DIM.: 10'-11 1/2" X 8'-4" | TG           | A5         | AA           | NONE        | A                | 1, 2, 3, 4 |
| 2    | NOM. UNIT DIM.: 10'-11 1/2" X 8'-4" | TG           | A5         | AA           | NONE        | A                | 1, 2, 3, 4 |

COMMENTS:  
 1. PROVIDE BLACK ANODIZED FINISH  
 2. MILL TO COMBINED DOOR/SIDELIGHT ASSEMBLY  
 3. SEE DETAILS 3/A2  
 4. PROVIDE 4" HEAD FRAME



### DOOR SCHEDULE

| CONSTRUCTION TYPE | FRAME TYPE             | FINISH TYPE                  |
|-------------------|------------------------|------------------------------|
| AL ALUMINUM       | A5 ALUMINUM STOREFRONT | AA ANODIZED ALUMINUM (BLACK) |

| MARK  | SIZE                        | DOOR ACTION | CONST. TYPE | FRAME TYPE | DOOR FINISH | FIRE RATING | HWARE GROUP | COMMENTS   |
|-------|-----------------------------|-------------|-------------|------------|-------------|-------------|-------------|------------|
| A/204 | 8'-0" X 8'-0" X 1 3/4" (FR) | SWING       | AL          | A5         | AA          | NONE        | HI          | 1, 2, 3, 4 |

COMMENTS:  
 1. PROVIDE ADA COMPLYING SIGN MOUNTED AT 60" ABOVE FLOOR AT INTERIOR LEFT SIDE OF DOOR "EXIT"  
 2. COORDINATE ALARM SYSTEM INTERFACE WITH THIS DOOR  
 3. SEE DETAIL 3/A2  
 4. PROVIDE BLACK ANODIZED FINISH  
 5. 4" HEAD FRAME TO ACCEPT CONCEALED CLOSER

### HARDWARE SCHEDULE

| MARK | ITEM          | QUANTITY/MFR/MODEL/FINISH   |
|------|---------------|---|
| HI   | HINGE         | (2)/PEMKO/CR15LH/D/   |
|      | DEADLOCK *    | (2)/SCHLAGE/20-051/LFIC/626   |
|      | EXIT DEVICE   | (2)/VON DUFREN/2943L-NL-F/626 W/366L STYLE LEVER AND MATCHING DUMMY LEVER     |
|      | CLOSER **     | (2)/LON/330P/4 FRAME CONCEALED ELECTRONICALLY CONTROLLED HOLDER/CLOSER CLOSER |
|      | SEAL          | (1 SET)/PEMKO/FK33BL  |
|      | ASTRAGAL      | (1)/PEMKO/359CS   |
|      | BOTTOM STRIKE | (2)/VON DUFREN/349/626  |

\* CONTRACTOR TO PROVIDE TEMPORARY CORES.  
 OWNER TO PROVIDE PERMANENT CORES  
 \*\* ADJUST TO A.D.A. OPERATIONAL STANDARDS

### INTERIOR FINISH SCHEDULE

| FLOOR FINISHES |                            |          | COMMENTS:        |
|----------------|----------------------------|----------|------------------|
| CPT-1          | MANUFACTURER PRODUCT COLOR | N.I.C.   | EXISTING CARPET  |
| VCT-1          | MANUFACTURER PRODUCT COLOR | EXISTING | TO BE MAINTAINED |

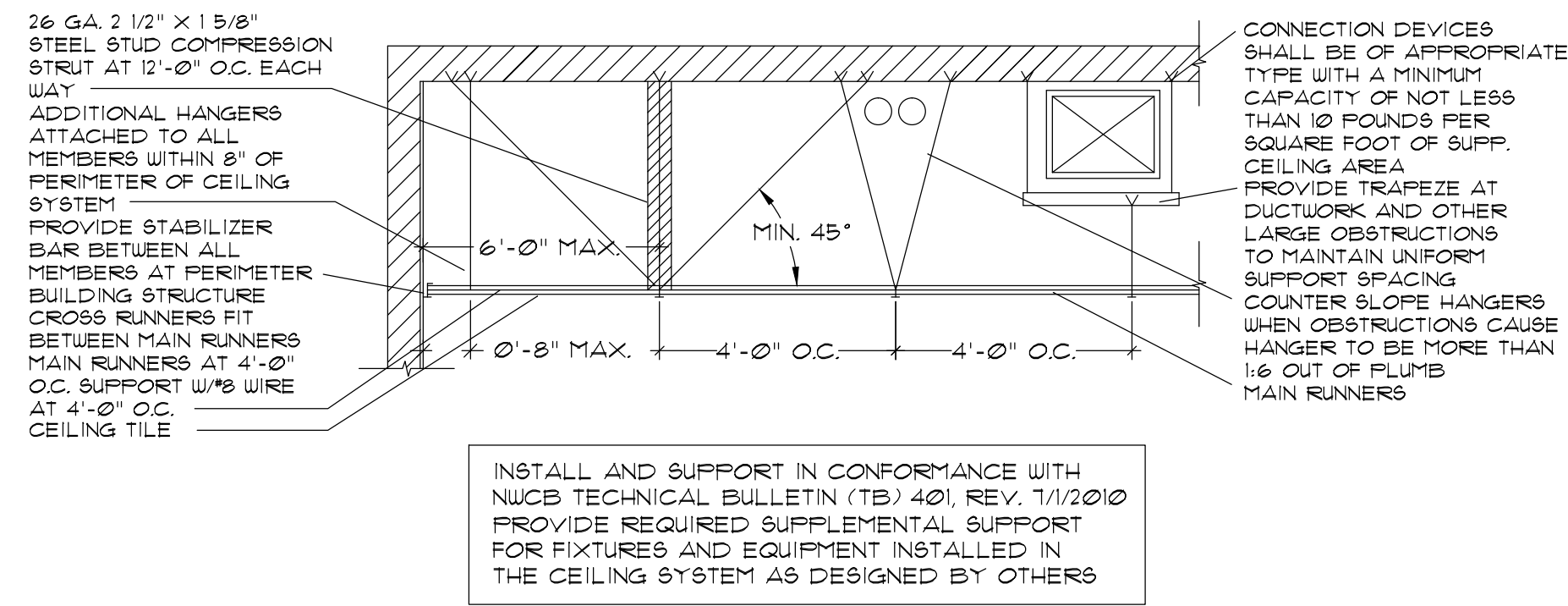
| WALL/CEILING FINISHES |                            |   | COMMENTS:  |
|-----------------------|----------------------------|---|--|
| PT-1                  | MANUFACTURER PRODUCT COLOR | TEXTURED AND PAINTED GYPSUM BOARD (TEXTURE TO MATCH EXISTING) | EGG SHELL GLOSS FINISH COLOR MATCH TO EXISTING   |
| PT-2                  | MANUFACTURER PRODUCT COLOR | EXISTING PAINTED DRYWALL                                      | PATCH AS NECESSARY TO MATCH EXISTING WALL FINISH |

| CEILING FINISHES |                            |   | COMMENTS:                                      |
|------------------|----------------------------|---|--|
| BAC-1            | MANUFACTURER PRODUCT COLOR | EXISTING 24"X48" SUSPENDED ACOUSTIC TILE ASSEMBLY             | MODIFY AND PATCH AS NECESSARY (COLOR: WHITE)   |
| OC-1             | MANUFACTURER PRODUCT COLOR | TEXTURED AND PAINTED GYPSUM BOARD (TEXTURE TO MATCH EXISTING) | EGG SHELL GLOSS FINISH COLOR MATCH TO EXISTING |

| WALL BASE |                            |                                  | COMMENTS:       |
|-----------|----------------------------|----------------------------------|-----------------|
| B-1       | MANUFACTURER PRODUCT COLOR | FLEXCO 4" HIGH #01, BLACK DAHLIA | COVE STYLE BASE |

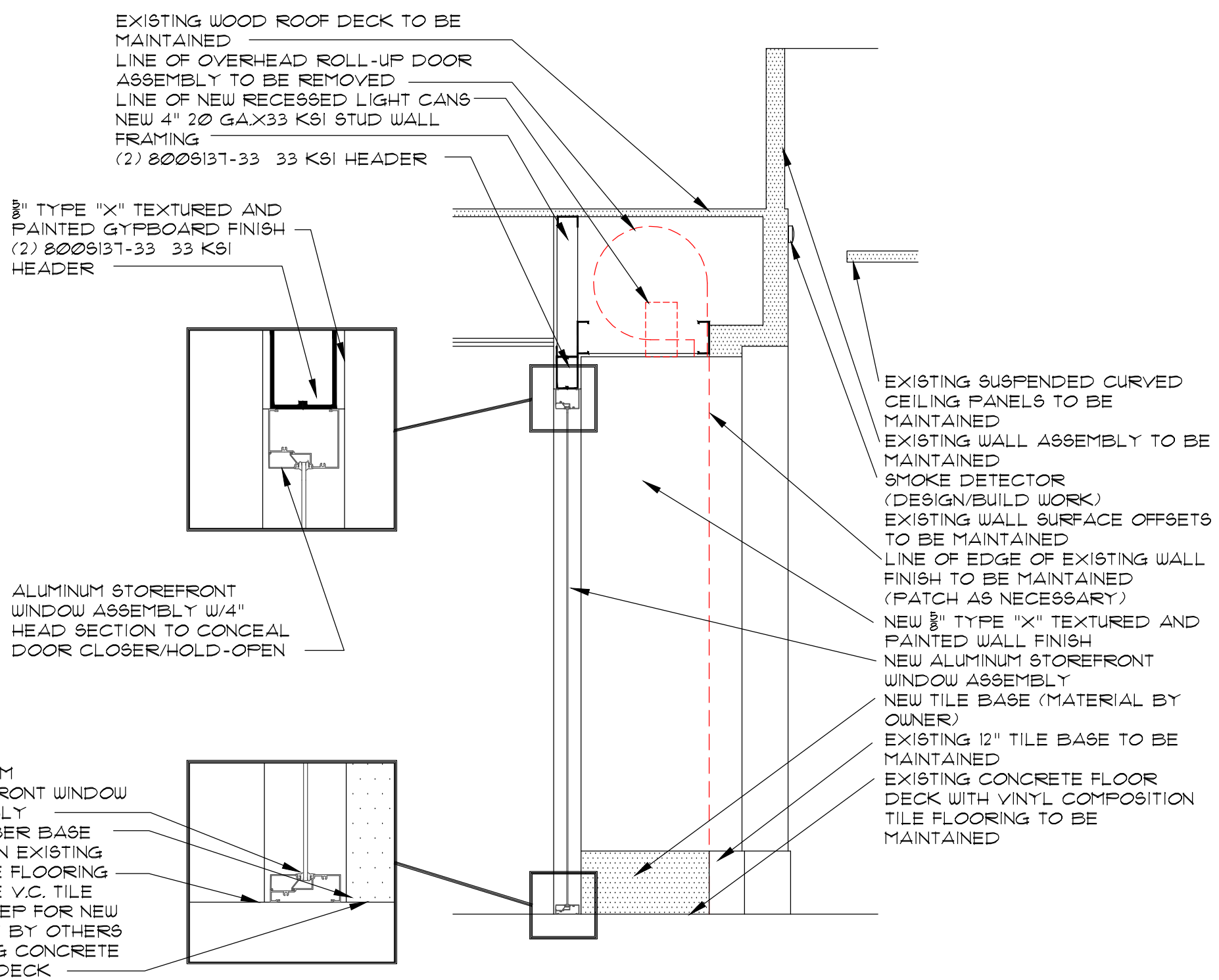
### GENERAL FINISH NOTES:

- SAMPLES OF ALL FINISHES SPECIFIED SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL IN TRIPPLICATE, PRIOR TO COMMENCEMENT OF THE WORK.
- ALL PAINT SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR SURFACE.
- ALL SURFACES WHICH ARE TO BE PAINTED SHALL RECEIVE A MINIMUM OF (1) COAT OF PRIMER FOLLOWED BY (2) COATS OF FINISH PAINT. PROVIDE ADDITIONAL COATS WITHOUT ADDITIONAL COST AS NECESSARY TO PROVIDE A UNIFORM APPEARING FINISH.
- ALL WALLS TO BE PAINTED SHALL BE PAINTED WITH A LATEX ACRYLIC BASE EGG SHELL FINISH PAINT UNLESS OTHERWISE NOTED.
- ALL WALLS WHICH HAVE BEEN PAINTED WITH AN EGG SHELL FINISH AND MUST BE TOUCHED UP AS A PUNCH LIST ITEM SHALL BE REPAINTED ENTIRELY BETWEEN THE (2) CLOSEST BREAK POINTS.
- GENERAL CONTRACTOR SHALL PATCH AND PREPARE ALL FLOORS AS REQUIRED TO RECEIVE THE SPECIFIED FLOORING SYSTEM.



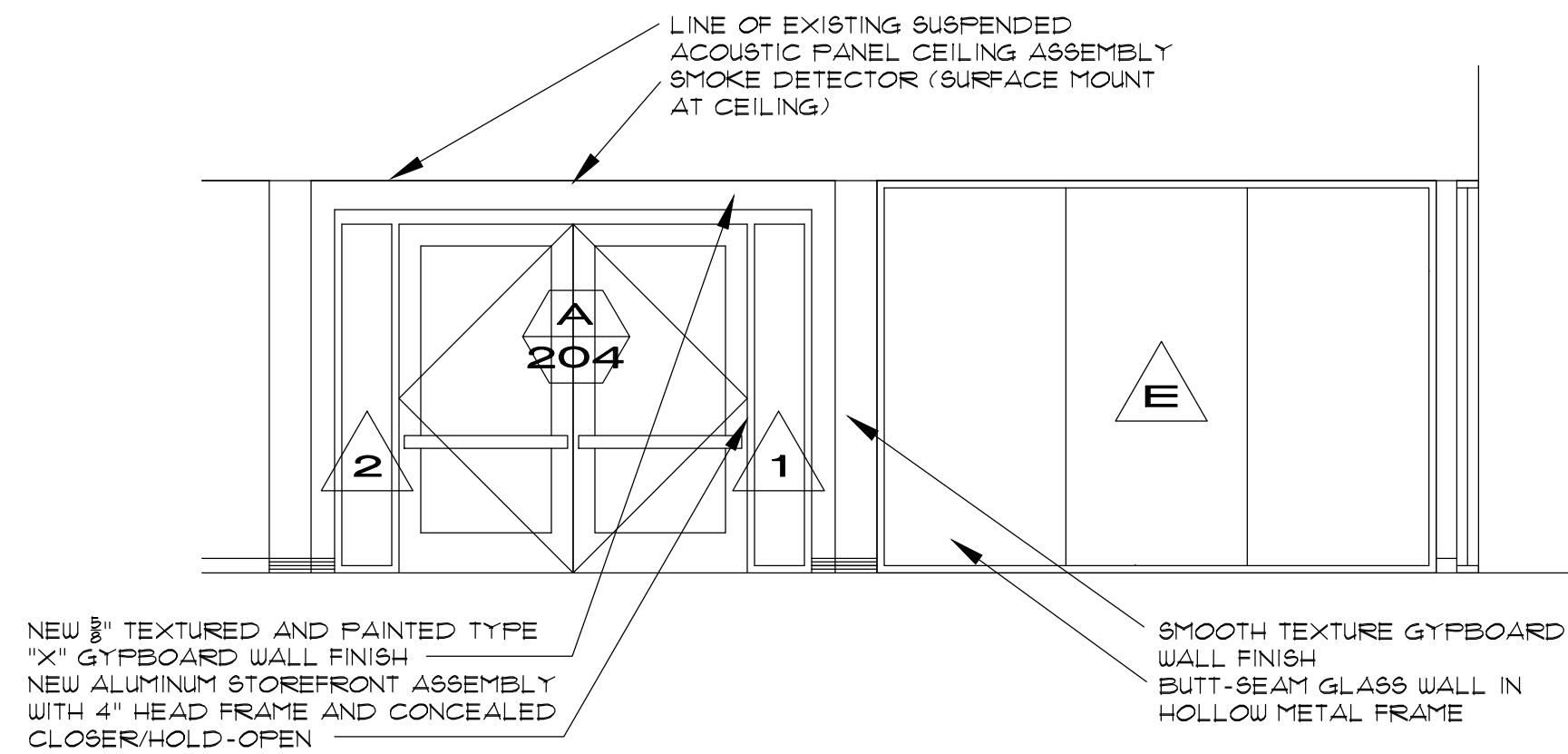
### TYPICAL SUSPENDED ACOUSTIC CEILING ASSEMBLY

1  
A2  
N.T.S.



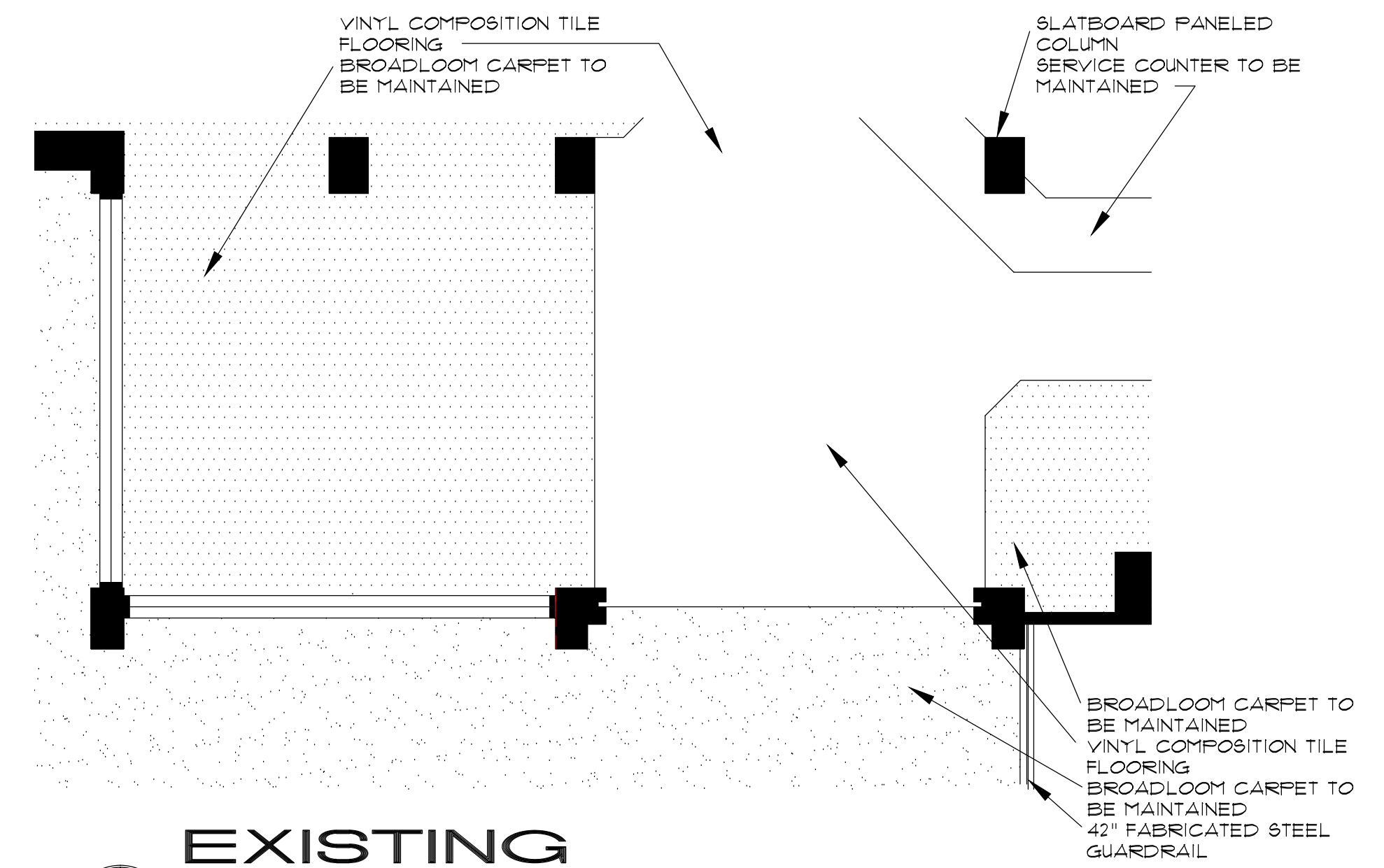
### SECTION

3  
A2  
1/4" = 1'-0"



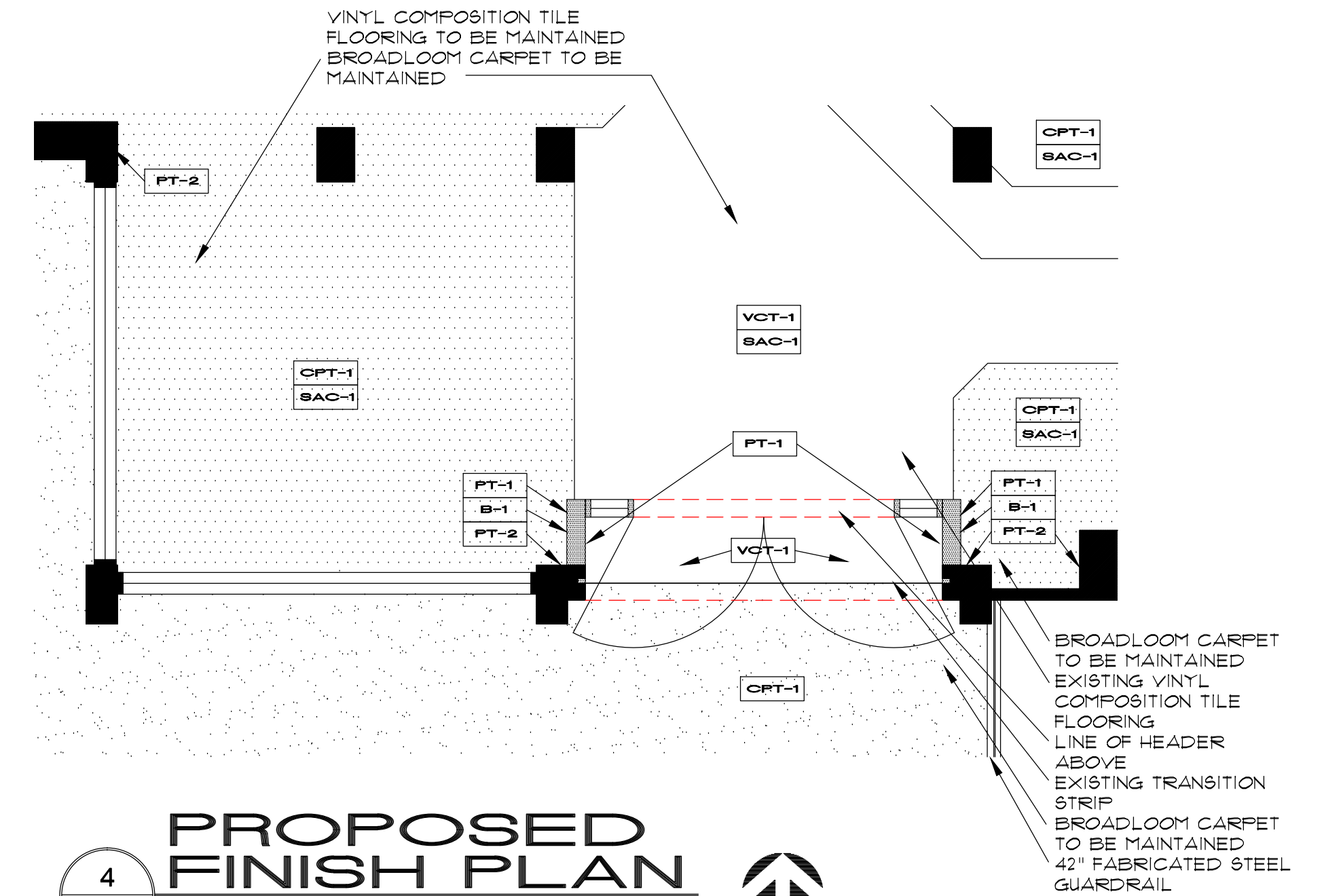
### INTERIOR FINISH ELEVATION B

5  
A2  
1/4" = 1'-0"



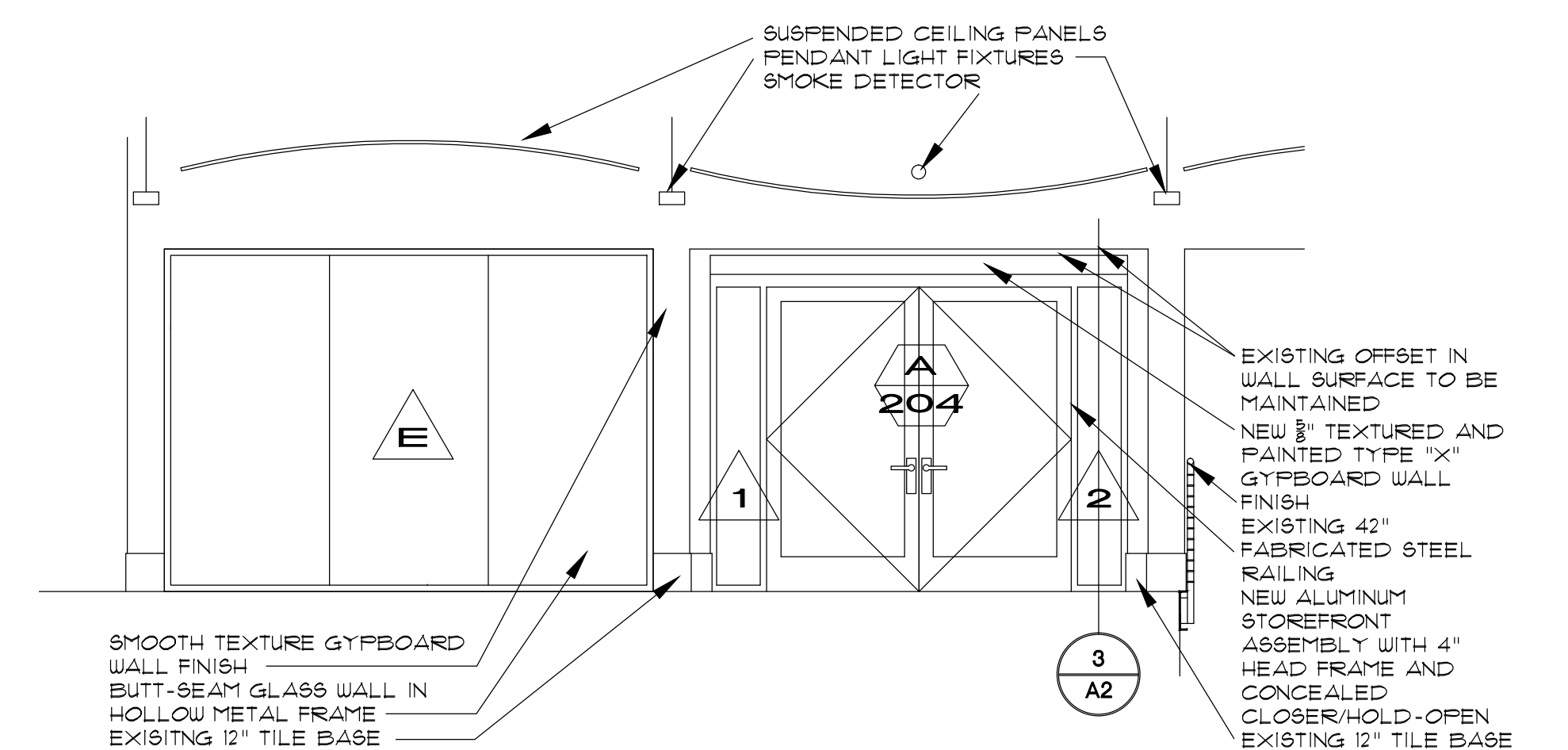
### EXISTING FINISH PLAN

2  
A2  
1/4" = 1'-0"



### PROPOSED FINISH PLAN

4  
A2  
1/4" = 1'-0"

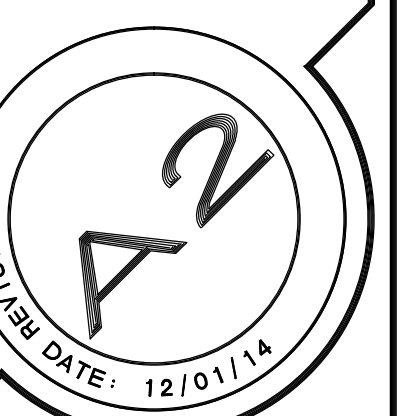


### EXTERIOR FINISH ELEVATION A

6  
A2  
1/4" = 1'-0"

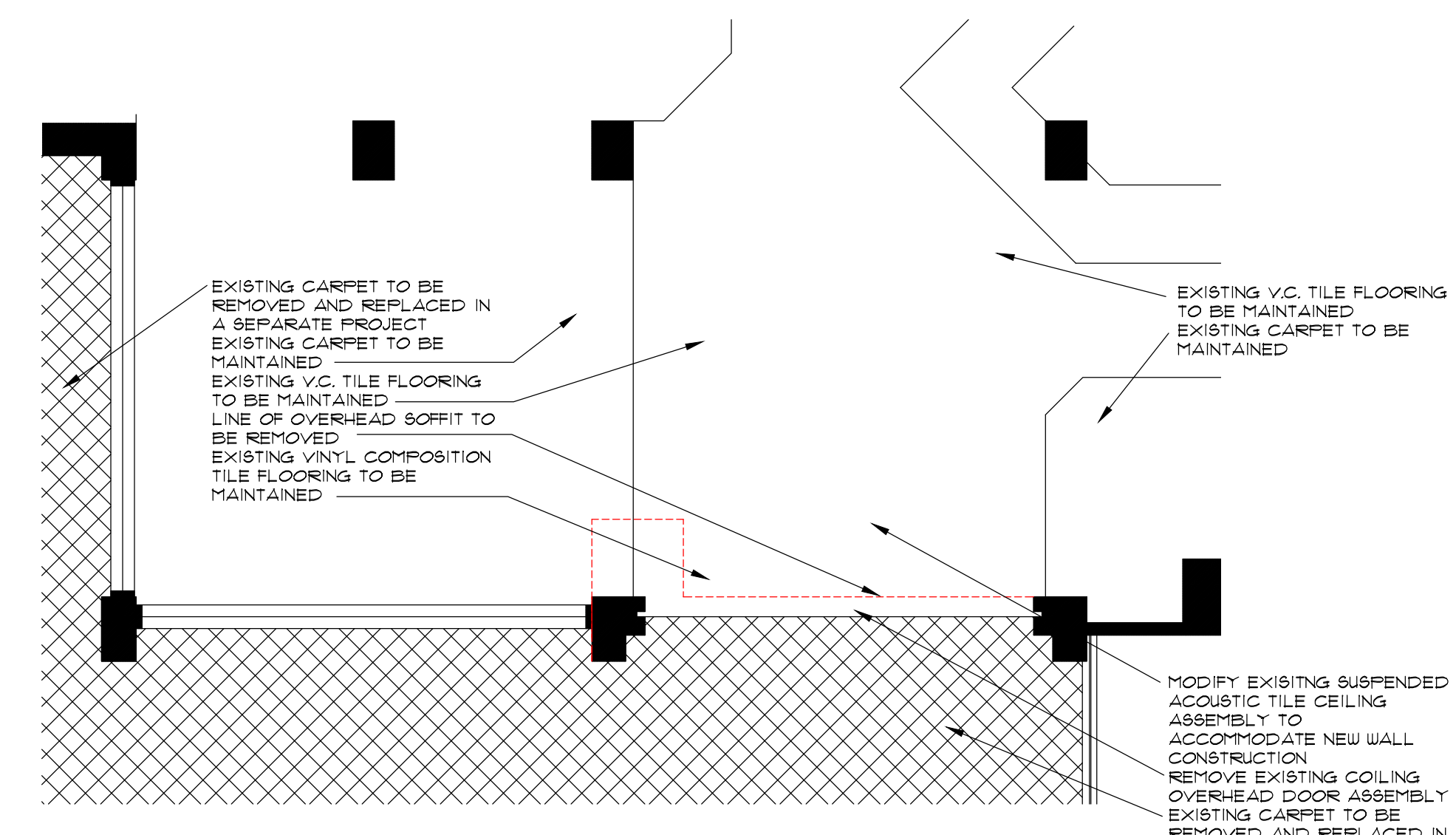
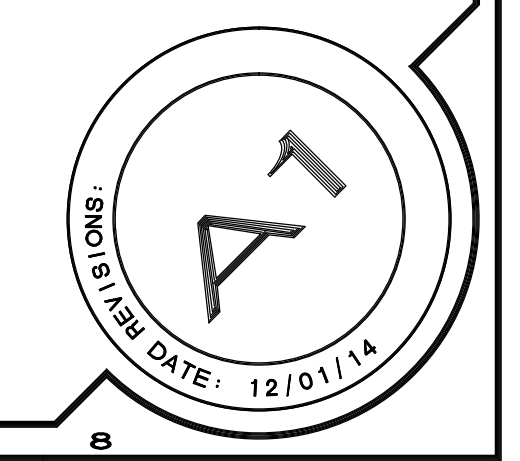


**WESTERN OREGON UNIVERSITY BOOKSTORE ENTRY REMODEL PROJECT**  
**WERNER UNIVERSITY CENTER, WOU CAMPUS, MONMOUTH, OREGON**  
**BENCHMARK ARCHITECTURAL SERVICES**  
 2897 FIRWOOD PLACE S.E., ALBANY, OREGON. PHONE/FAX (541) 704-0619. benchmark@proaxis.com

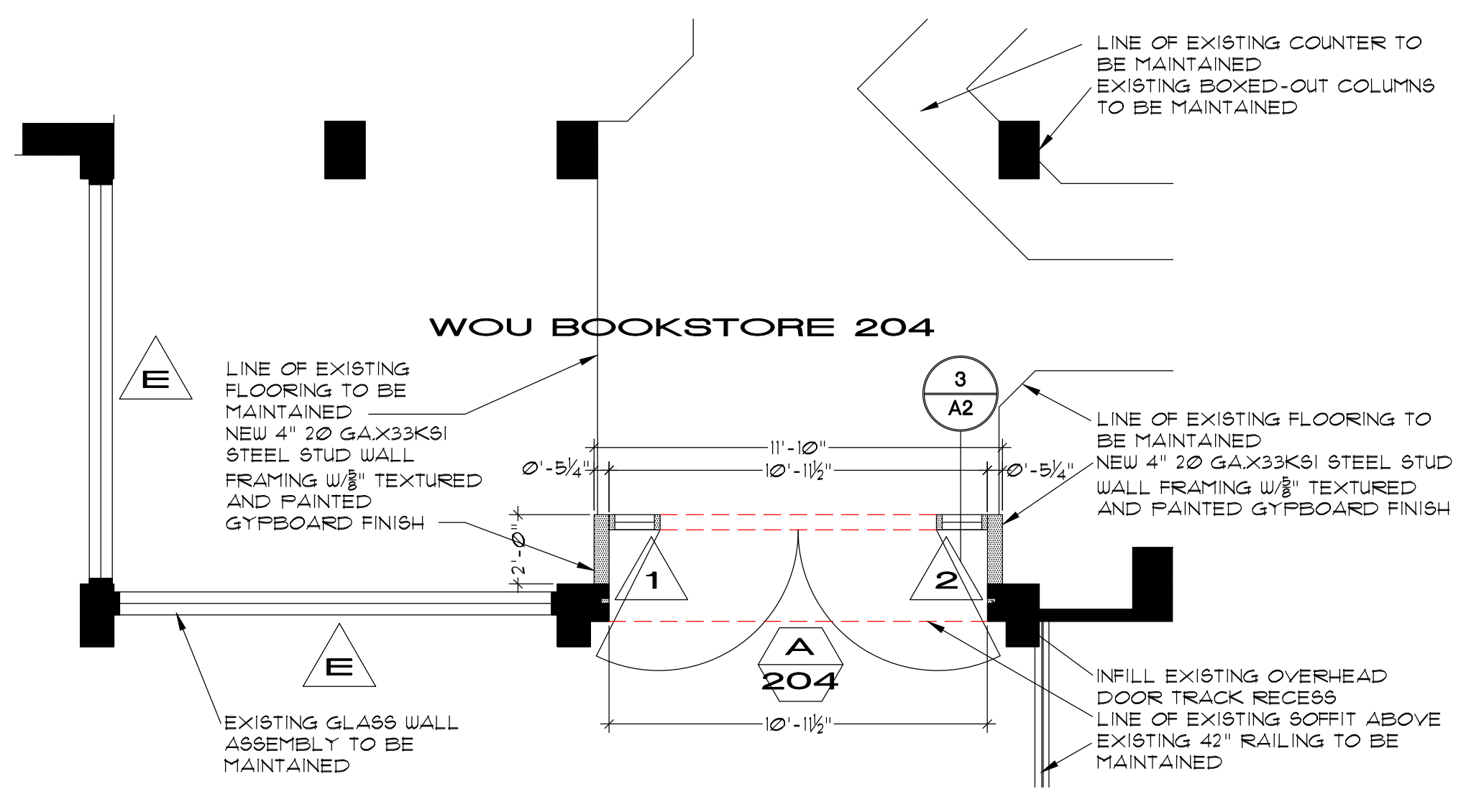




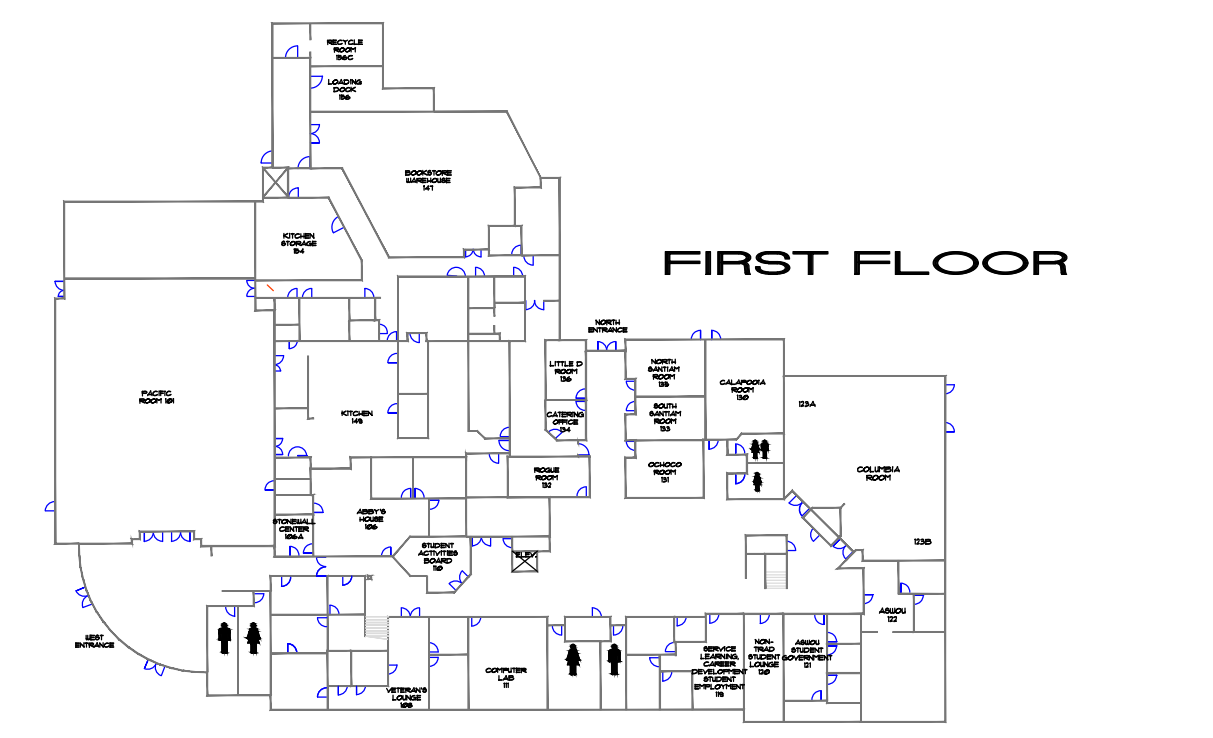
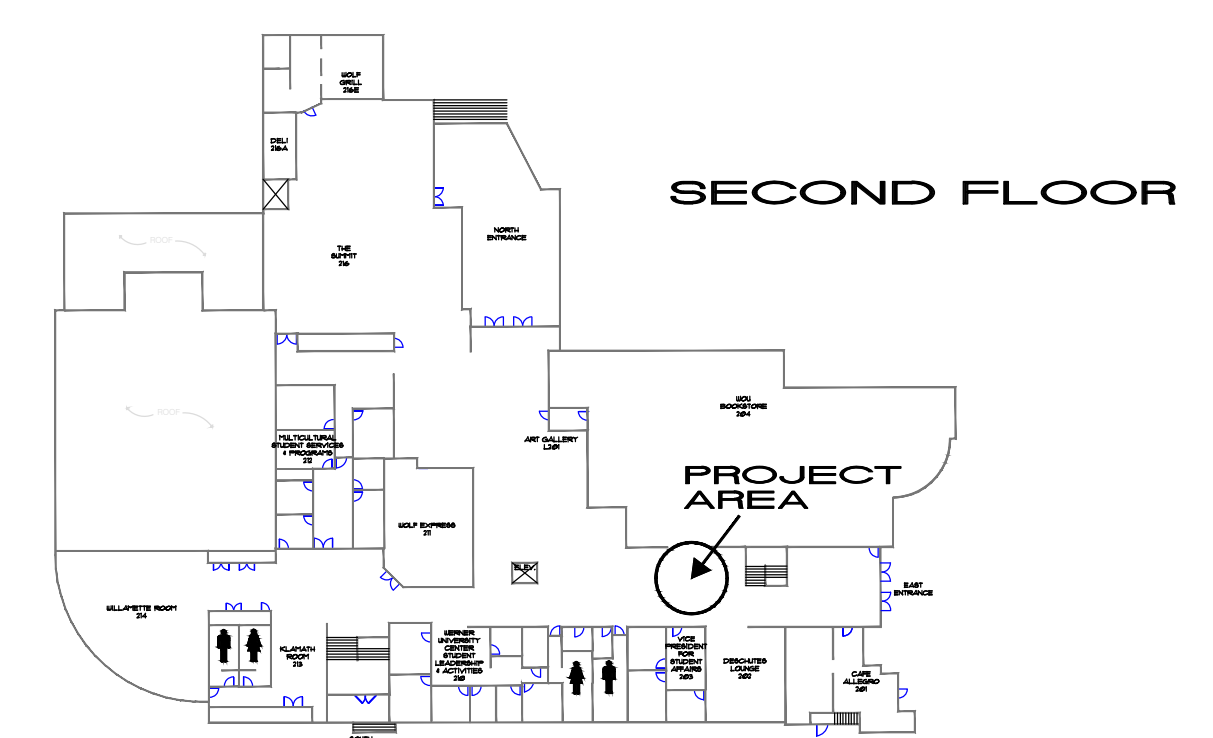
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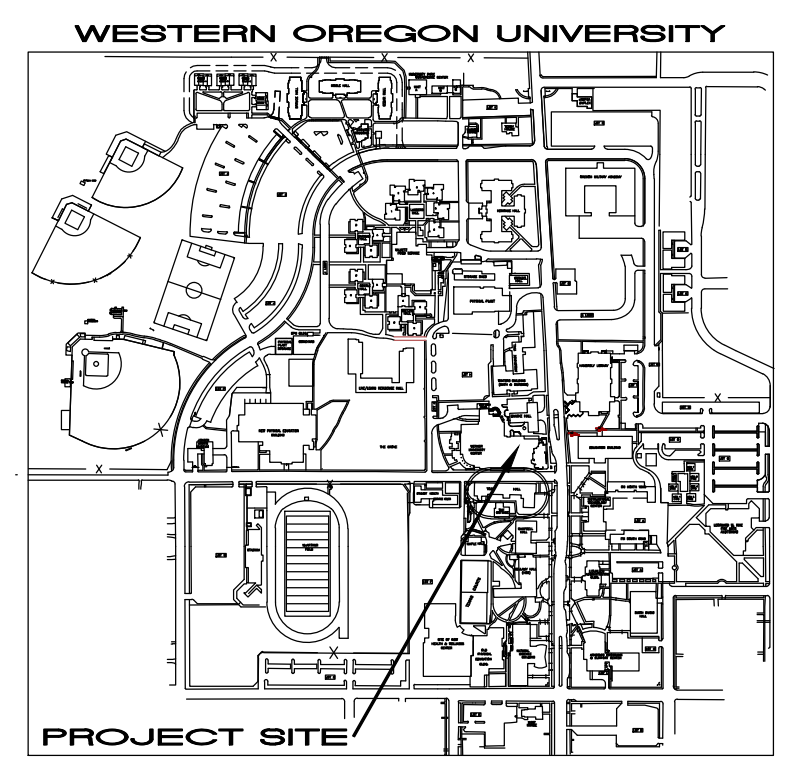
**1 DEMOLITION PLAN**  
 A1 1/4" = 1'-0"



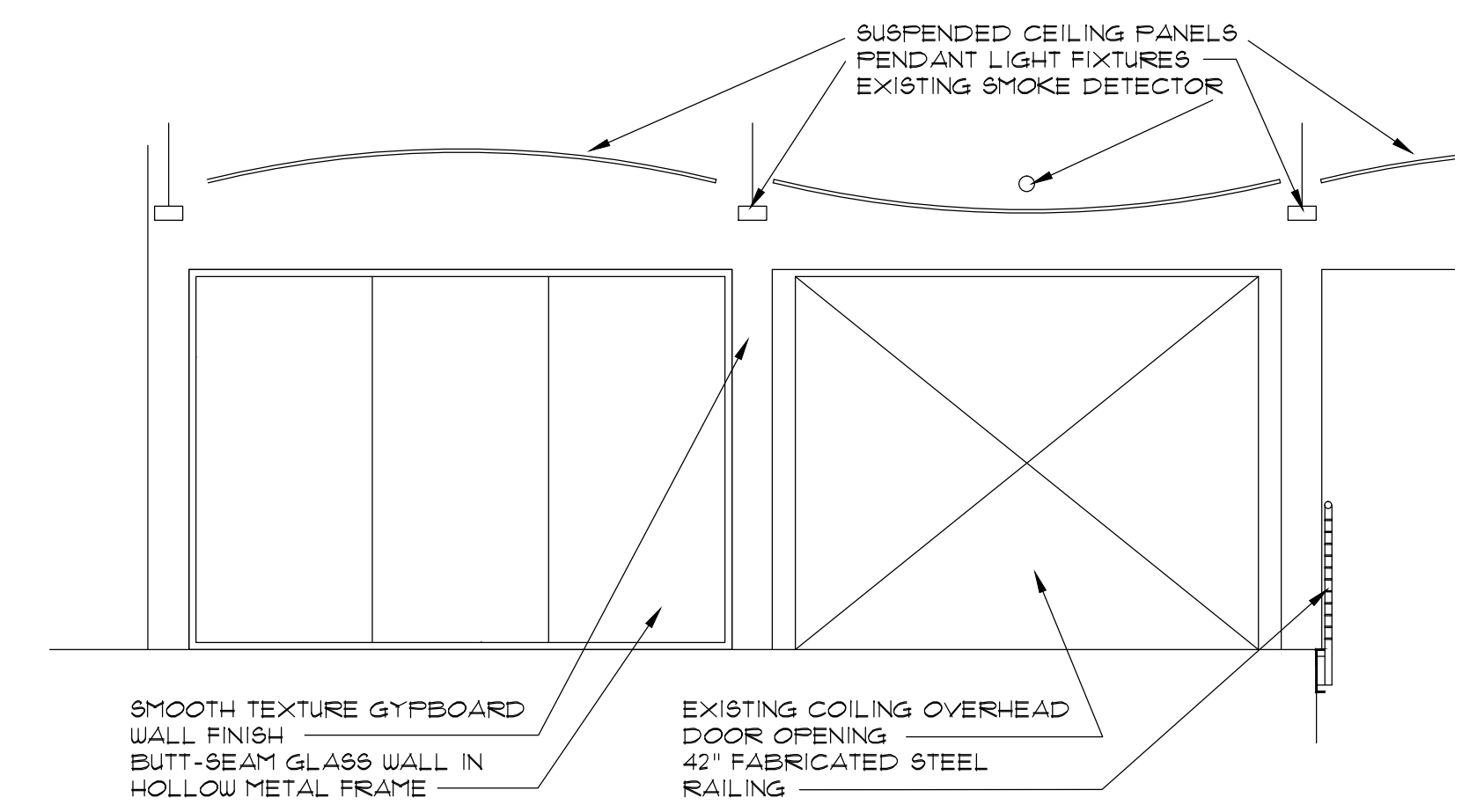
**2 FLOOR PLAN**  
 A1 1/4" = 1'-0"  
 NOTE: DIMENSIONS ARE FROM FACE OF FINISHED SURFACE



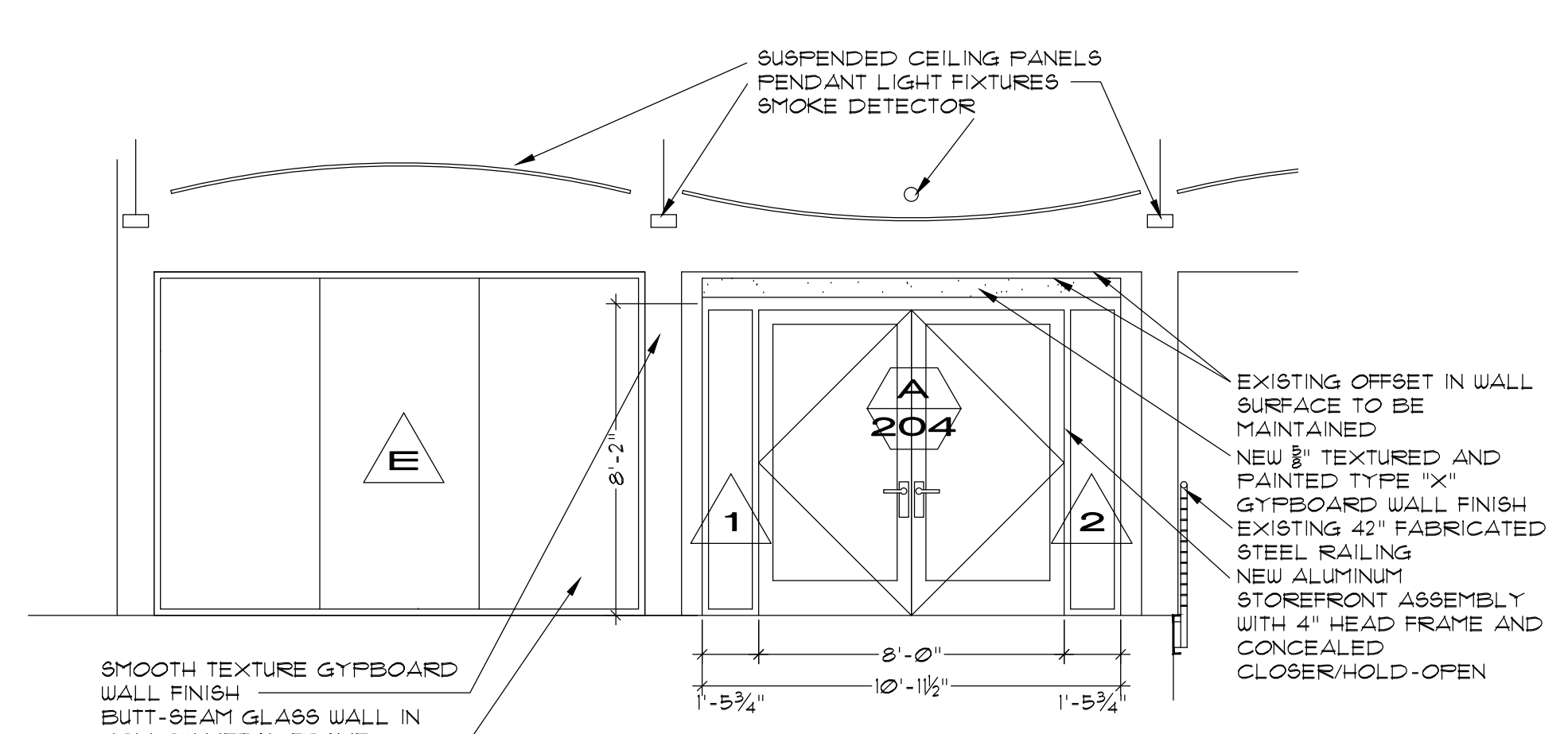
**3 BUILDING PLANS**  
 A1 N.T.S.



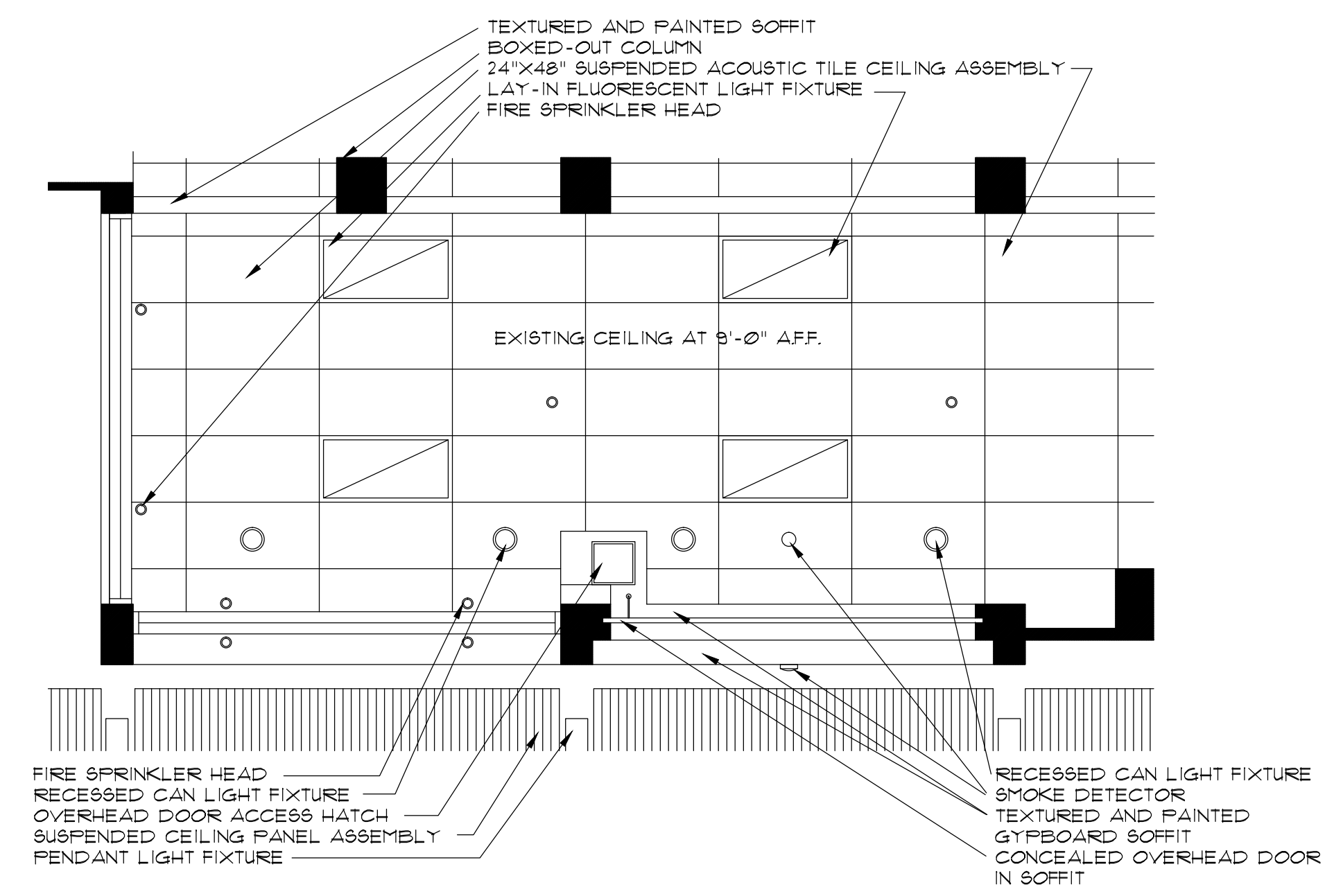
**6 VICINITY PLAN**  
 A1 N.T.S.



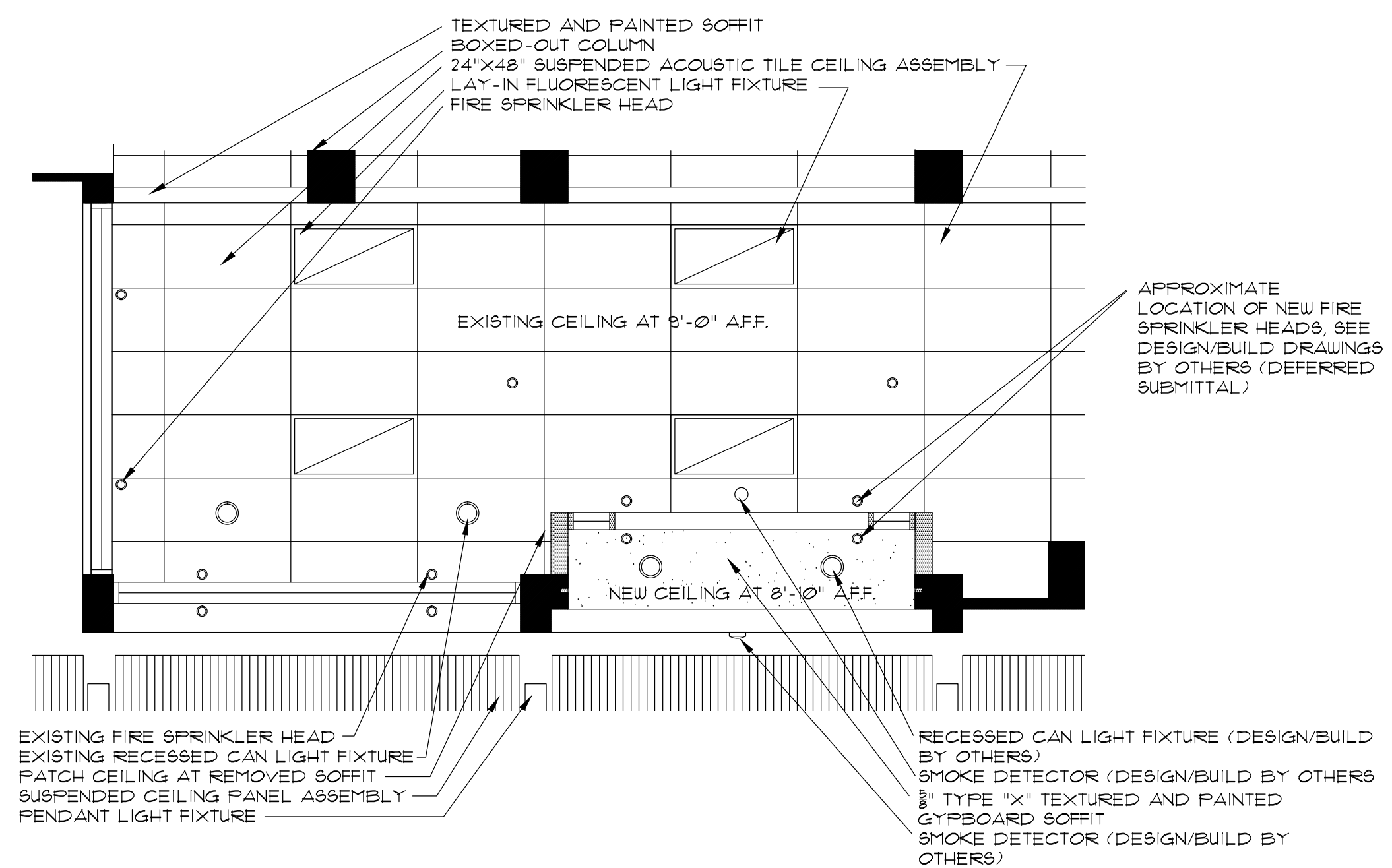
**4 EXISTING ENTRY ELEVATION**  
 A1 1/4" = 1'-0"



**5 PROPOSED ENTRY ELEVATION**  
 A1 1/4" = 1'-0"



**7 EXISTING REFLECTED CEILING PLAN**  
 A1 1/4" = 1'-0"



**8 PROPOSED REFLECTED CEILING PLAN**  
 A1 1/4" = 1'-0"

| BUILDING DATA   |                                 |
|---|---------------------------------|
| DEVELOPMENT DISTRICT:   | WOU                             |
| EXISTING BUILDING USE:  | UNIVERSITY CENTER               |
| PROPOSED BUILDING USE:  | UNIVERSITY CENTER               |
| EXISTING REMODEL AREA USE:  | BOOKSTORE                       |
| PROPOSED REMODEL AREA USE:  | BOOKSTORE                       |
| BUILDING OCCUPANCY GROUP(S):  | A, B, M                         |
| REMODEL AREA OCCUPANCY GROUP:   | M                               |
| EXISTING CONSTRUCTION TYPE:   | II B                            |
| PROPOSED CONSTRUCTION TYPE:   | II B                            |
| EXISTING REMODEL AREA OCCUPANT LOAD:  | 6,308 SF/230                    |
| PROPOSED REMODEL AREA OCCUPANT LOAD:  | 6,308 SF/230                    |
| REQUIRED/PROVIDED NUMBER OF EXITS:  | 2/3                             |
| DESIGN ASSUMPTIONS:   |                                 |
| BY PREVIOUS AGREEMENT WITH THE CITY OF MONMOUTH BUILDING DEPARTMENT THE PROPOSED BOOKSTORE REPLACEMENT STOREFRONT DOORS SHALL BE PROTECTED BY FIRE SPRINKLER PROTECTION ON BOTH SIDES OF THE NEW DOOR ASSEMBLY (SIMILAR TO EXISTING ADJACENT WINDOW WALLS) IN LIEU OF PROVIDING A FIRE-RATED DOOR ASSEMBLY. |                                 |
| DEFERRED SUBMITTALS:  |                                 |
| ELECTRICAL AND ALARM SYSTEMS  | DESIGN/BUILD SERVICES BY OTHERS |
| FIRE SUPPRESSION SYSTEMS  | DESIGN/BUILD SERVICES BY OTHERS |

| DRAWING SCHEDULE |  |
|------------------|--|
| A1               | BUILDING DIAGRAMS, PROJECT DATA, DEMOLITION PLAN, FLOOR PLAN, INTERIOR ELEVATIONS, REFLECTED CEILING PLANS |
| A2               | FINISH PLAN, FINISH ELEVATIONS, DETAILS, WALL SECTION, SCHEDULES SCHEDULES                                 |