



ATTENTION CONTRACTORS

If you download this RFP from the website, **it is your responsibility to advise WOU's Planning Office that you have done so. This will allow us to add your company to the Respondent's List, and advise you of any addenda issued for this project. Failure to do so may cause your Proposal to be rejected as non-responsive.**

To be included on Respondent's List simply email or fax a signed copy of your company's letterhead to:

litchfid@wou.edu

or

Fax: 503 838-8081

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



REQUEST FOR PROPOSAL (RFP)

For

CONTRACTOR SERVICES

for the

Todd Hall Window Replacement Project – Phase II

at

WESTERN OREGON UNIVERSITY

PROJECT WEB SITE:

<http://www.wou.edu/admin/plant/pp/planning2.php>

ISSUE DATE: 24 February 2015

REFER TO THE SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
(OUS FORM B-3) FOR PROPOSAL DETAILS

RFP CLOSING TIME & DATE: 3:00 PM, PST, Tuesday, March 17, 2015

NO LATE RESPONSES WILL BE ACCEPTED

SUBMITTAL LOCATION

Western Oregon University
Planning Office
Attention: Paul Finke
345 N Monmouth Ave
Monmouth, Oregon 9736

SPECIFICATIONS FOR CONSTRUCTION OF

**WESTERN OREGON UNIVERSITY
TODD HALL
WINDOW REPLACEMENT PROJECT
PHASE II**

**TODD HALL
WESTERN OREGON UNIVERSITY CAMPUS
MONMOUTH, OREGON**



BENCHMARK ARCHITECTURAL SERVICES

2897 FIRWOOD PLACE S.E., ALBANY, OREGON 97322, PHONE/FAX (541) 704-0619, benchmark@proaxis.com

February 20, 2015

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WOU TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II

The following specifications have been organized under the 16 Division format of the Construction Specification Institute (CSI). Section numbers listed are merely for identification, and may not be consecutive. The Contractor shall check each copy of the specifications against the Table of Contents to be sure the copy is complete.

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01100 Base Bid and Alternate Bids
01152 Application for Payment
01340 Shop Drawings, Product Data, and Samples
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01720 Project Record Documents
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02055 Demolition

DIVISION 3, CONCRETE

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DIVISION 11, EQUIPMENT

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A4 WINDOW DETAILS

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END OF SECTION

OREGON UNIVERSITY SYSTEM

NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

The State of Oregon, acting by and through the State Board of Higher Education on behalf of Western Oregon University is accepting Proposals for a public improvement project at Western Oregon University until **3:00 PM, Pacific Time, Tuesday, March 17, 2015** for the TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II located on the campus of Western Oregon University, in Monmouth, Oregon. The project is generally described as:

The primary scope of work is to replace approximately 160 windows on Todd Hall, a four-story, 38,000 square foot, wood frame and masonry building constructed in the early 20th century. The Project also includes removing three existing steel fire escape ladders and replacing the cedar shingles on the face of eight dormers –to be bid as deductive alternates.

There is a **mandatory** pre-bid meeting scheduled for March 4, 2015, meeting at 10:00 AM, Physical Plant Conference Room.

Proposals must be received by 3:00 PM, Tuesday, March 17, 2015, at Western Oregon University by the following OUS representative or designee.

Paul Finke
WOU Planning Office
Western Oregon University
345 N. Monmouth Ave.
Monmouth OR 97361

Phone: 503 838-8129
Email: finkep@wou.edu

See ‘Supplemental Instructions to Bidders’ OUS B-3 Contract Form for proposal submission details.

RFP packets may be obtained on the OUS Procurement website at the following website:
<https://secure.ous.edu/bid/>

All Proposers must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870. All Proposers must be registered with the Construction Contractor’s Board at the time of proposal submission. Only Proposals fully completed in the manner provided in the “Instructions to Bidders” upon the “Bid Form” provided and accompanied by Bid Security will be considered valid. OUS encourages bids from Minority, Women, and Emerging Small Businesses.

OREGON STATE BOARD OF HIGHER EDUCATION

By: Western Oregon University

To download the complete RFP, click link below to take you to the WOU Planning Website. The documents are available under the heading “Request for Proposal.”

<http://wou.edu/admin/plant/pp/planning2.php>

PUBLICATIONS AND DATES:

OUS Procurement website - February 24, 2015

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

Article 1. Definitions

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

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

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

Article 2. Scope of Work

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

Article 3. Examination of Site and Conditions

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

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

the Work and the character of the Work required.

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

Article 4. Substitute Materials Approval Process

4.1 Prior to submitting a Bid including a Substitution, the Bidder must first seek approval of the Substitution from the Architect (or Engineer, as appropriate hereafter) by submitting a written request for approval at least [10] calendar days prior to the Closing Date and Time. The Bidder submitting the request shall be responsible for its timely delivery.

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

4.3 Within a reasonable time after receiving such a request the Owner (or Architect if so designated) will consider whether the Substitution sought by Bidder is of equal value or utility as the designated product in the Project Manual. If the requested Substitution is approved an Addendum to the Project Manual shall be issued. A copy of each Addendum will be posted on the OUS Bid and Business Opportunities website (<http://secure.ous.edu/bid>) and shall become a part of the Project Manual.

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

Article 5. Interpretation of Project Manual

5.1 A Bidder in doubt as to the meaning of any part of the Project Manual may submit a written request for an interpretation to the Architect at any

time prior to [10] calendar days prior to the Closing Date and Time.

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

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

Article 6. Execution of the Bid Form

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

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

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

10.4 The Owner reserves the right to hold the Bid and any required Bid security, of the three lowest Bidders for a period of 30 calendar days from the time of Bid opening pending award of the Contract. Following award of the Contract, any Bid security furnished by the three lowest Bidders

may be held 20 calendar days pending execution of the Contract. All other Bids will be rejected and Bid security returned.

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

10.6 If Owner has not accepted a Bid within 30 calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of any Bid security then held.

Article 11. Withdrawal of Bid

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

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

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

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

Article 13. Recyclable Products

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

Article 14. Security to Be Furnished by Each Bidder

14.1 Each Bid must be accompanied by either: 1) a

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

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

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

Article 15. Execution of Bid Bond

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

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

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

15.1.3 In the case of a sole individual, the Bid Bond need only be executed as principal by the sole individual. In the case of a partnership, the Bid Bond must be executed by at least one of the partners. In the case of a corporation, the Bid Bond must be executed by stating the official

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

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II

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

I. Change "BIDDERS" to "PROPOSERS"

Because this is an RFP, change all references to "Bid" and "Bidders" to "Proposal" and "Proposers".

II. Project Description

WOU plans to use the RFP process to select a general contractor to replace the windows on the south and west elevations of the building. The primary scope of work is to replace approximately 160 windows in Todd Hall, a four-story, 38,000 square foot, wood frame and masonry building constructed in the early 20th century. The Project also includes removing three existing steel fire escape ladders and replacing the cedar shingles on the face of eight dormers –to be bid as deductive alternates.

This Project is the second of a two-phase project begun in 2014 to replace all the old aluminum frame windows installed in the '80's. Phase 1 replaced the windows on the north and east sides of the building. This is a turnkey project that must be completed by September 11, 2015

III. Contractor Selection Procedure and Timetable

Beginning with responses to this RFP, the selection procedure described below will be used to evaluate the qualifications of companies interested in providing construction services to WOU for this Project.

February 24, 2015	Issue/Post RFP
March 4, 2015 (10:00 AM)	Mandatory Pre-bid Walkthrough, Meet in Physical Plant Conference Room
March 7, 2015 (3:00 PM)	Proposers' Request for Clarification Due; Substitution Requests Due
March 8, 2015 (10:00 AM)	Issue Final Addendum
March 17, 2015 (3:00 PM)	Closing Date, RFP Response Due
March 24, 2015	Announce Selection of Winning Proposer

IV. Proposal Evaluation and Selection of Apparent Successful Proposer

Since this is a Request for Proposals (RFP), rather than low bid award as provided in Articles 9 and 10 of the Instructions to Bidders, Proposals will be evaluated on the basis of criteria other than price.

Therefore price alone will not be the basis of the final selection and award. The Successful Proposer will be selected and announced as provided in the following Supplemental Instructions.

V. Proposal Requirements

The Proposal must be contained in a document not exceeding ten (10) single sided pages including pictures, charts, graphs, tables, and text that the Proposer deems appropriate in response to the requirements of the RFP. No supplemental information or brochures will be allowed. Proposals must follow the numerical format outlined below. Pages should have at least 1-inch side margins, and the text written using an easy to read font. The document must be composed on standard size paper (8 ½” x 11”), bound and submitted in a soft-bound binder (comb or spiral, spiral preferred – no three-ring binders.) Fold-outs pages, not exceeding 11” x 17”, are only allow for a Project schedule and site logistics plan – both of which would be included in the page count. Resumes of key individuals proposed for the Project are exempt from the page count limit as well as: a cover letter, table of contents, front and back covers, blank folder tab dividers, Bid Form, and other required documentation noted below. Proposals must follow the numerical format outlined below and be signed by an authorized company official.

WOU may reject any submittal not in compliance with all prescribed public bidding procedures and requirements, and may cancel this solicitation or reject for good cause, all responses if determined that it is in the best interest of WOU to do so. (OAR 580-061-0130 and 580-061-0135)

WOU will not accept responses or queries that require WOU to pay the cost of production or delivery. WOU is an AA/EEO employer.

VI. Submission

Responses must be received by: 3:00 PM, Tuesday, March 17, 2015

Submit five (5) copies – including one original – and one (1) CD of your written Proposal to:

Paul Finke
WOU Planning Office
Western Oregon University
345 N. Monmouth Ave.
Monmouth OR 97361

Only one (1) original of the Bid Bond will be required.

Except as noted below¹, telephone, facsimile or electronically transmitted submittals will not be accepted, and no responses received after the closing date and time will be considered. Failure to comply with these instructions may result in rejection of the response.

- 1 If respondent relies on a commercial delivery service, e.g. UPS or FedEx, it is the Proposer’s responsibility to confirm delivery of the packet prior to the deadline. If the package is late, due to no fault of the Proposer, an electronic version of the document must be transmitted to WOU prior to the closing date and time, and proof of the contracted on-time delivery must be provided and the package received before noon of the following day.

VII. Proposer Pre-qualification and Requirements:

The winning Bidder will be required to submit an affidavit identifying the subcontractor who will make any medium voltage connections on the project and confirm that they have successfully completed at least 50 medium voltage connections in the last five years.

Only companies that can document their recent experience with similar window replacement projects and meet the following requirements are eligible to submit a proposal for this project. Proposers for the Project must:

1. provide general contracting services necessary to complete the entire scope of work;
2. commit experienced key personnel with who have recently (within the last 5 years) managed and supervised window replacement projects of similar size, setting, scope, and schedule;
3. use window subcontractor certified to provide and install Cascade Windows with experienced and skilled workman employed by the company;
4. document prompt and satisfactory warranty work on recently completed projects;
5. have a current Contractor license with the State of Oregon;
6. be able to provide bonding and insurance for the full value of the Project;
7. be free of any litigated or arbitrated claims within the last ten (10) years;
8. use only subcontractors currently licensed by the State of Oregon;

VIII. Response Requirement & Selection Criteria

The following items constitute the evaluation criteria to be scored. Respond in writing to each item as it relates to your company's ability and desire to perform this work. Responses should be concise and follow the numerical order outlined below.

1) Company History and Workload: (Weight 15)

Briefly describe your company's history, office locations, annual volume, financial/bonding capacities, and Oregon CCB license number. Provide the status for current major work within the company in terms of schedule and dollar volume, and discuss your company's capacity to undertake this project. Identify the proportion of your company's work for public vs. private sector clients.

2) Experience: (Weight 25)

Describe your company's experience on projects with similarities to the Todd Hall Window Replacement Project–Phase II. Identify projects on buildings of similar age, style, setting, or condition, and with similar scope and schedule requirements. Note which project(s) most closely resembles this Project in terms of size, scope, and complexity, and list any services that your company plans to self-performed on the Project.

3) Project Schedule: (Weight 15)

Submit a proposed schedule that identifies submittal, manufacturing, shipping, and installation dates for this project.

4) Key Personnel: (Weight 20)

Identify your company's key personnel proposed for this project, their time with the company, specific experience, and their role on this project. Provide a resume – including references – of proposed Supervisor and other key personnel specifically stating how long they have been employed with your company. (There can be no

change of Supervisor throughout the Project unless the Owner is notified in writing of the reason for the change, and approves of the change in writing.)

5) Price Quote: (Weight 25)

Submit a Price Quote on the attached Bid Form (OUS Contract Form B-5) as a lump sum bid for the entire Project including the two (2) Alternates. (Alternates, if exercised, will be deducted from the lump sum bid.)

NOTE: Price Quote category will be scored based on a maximum award of 125 points for the lowest bid, and proportionally fewer points for higher bids.

6) References

Provide reference names of three recent project clients that had direct contact with a project completed by your company. Include the name and address of the project, and verify that the contact information for the individual is current.

IX. Proposal Evaluation

Proposals will be evaluated by a committee consisting of representatives of Western Oregon University and reserves the right to modify the Selection Committee make-up at its sole discretion.

Each member of the Selection Committee will score Proposals based on responses to the categories listed above. Each item of the Proposal will be scored between 0 and 5 and multiplied by the "weight" assigned to the criterion. The sum of the weighted scores will yield the total score for each Proposer. (A total of five hundred (500) points are possible.) The individual reviewer scores will then be added together to determine the final ranking of all the Proposers. If necessary the Owner may opt to interview the top ranked Proposers to determine the winner. If that option is not exercised, the Proposer with the highest score will be selected as the winner

The reference information will not be separately scored, but results obtained from these and/or other reference checks will be utilized in evaluating and scoring the other criteria. Scoring will be based on all information received, presented, and gleaned throughout the course of this evaluation process.

X. Financial Responsibility Evaluation

WOU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting company's financial responsibility to perform the anticipated *contract*. Submission of a signed response shall constitute approval for WOU to obtain any credit report information WOU deems necessary to conduct the evaluation. WOU shall notify the Proposer, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission.

WOU may postpone the award or execution of a contract or selection of finalists in order to complete its investigation and evaluation. Failure of a Proposer to demonstrate financial responsibility shall render them non-responsible and shall constitute grounds for response rejection.

XI. Questions

All questions and contacts with the Owner regarding any information in this RFP must be addressed either in writing, fax or email to:

Paul Finke
WOU Planning Office
Western Oregon University
345 N. Monmouth Ave.
Monmouth OR 97361

Phone: 503 838-8129
Email: finkep@wou.edu

If a Proposer finds discrepancies in, or omissions from the plans, specifications, or any of the RFP solicitation documents, or if there is doubt as to their meaning, the Proposer is responsible to notify the Owner to request clarification.

XII. Solicitation Protests

Respondents may submit a written request to change or protest particular provisions, specifications, contract terms, or conditions of this Solicitation Document if they believe they have been adversely affected or aggrieved the solicitation requirements. Protests of this solicitation must be received in writing on or before 5:00 p.m. (Pacific Time), March 10, 2015. Submit written protest to Paul Finke at the address, email or fax listed in Section XI of this document. Such requests for change and protests shall include the reasons for the request and any proposed changes to the Solicitation Document.

XIII. Change or Modification

Only information contained in this RFP and any subsequent addenda is reliable as authoritative and relevant to this Project. Previous information either, verbal or written, or any knowledge of past practice or policy for previous projects, should not be assumed as applicable to the Project.

Proposer should notify the Owner to request clarification of discrepancies, omissions, ambiguities, or conflicting information, in any part of the RFP solicitation documents. Once a contract has been issued to the winning Proposer, any inconsistency between Plans and Specifications, not clarified by addendum, will default to the better quality or greater quantity of Work pursuant to Article A.3.2 of the OUS General Conditions for Public Improvement Contracts.

If the Owner becomes aware of the need to any change or modification the specifications or the procurement process, an addendum to the RFP will be posted on the WOU's Planning Office web site at: <http://www.wou.edu/admin/plant/pp/planning2.php> Any subsequent information to this RFP received in any manner other than by addenda shall not serve to change the RFP in any way regardless of the source of the information. It is the responsibility of each Respondent to visit the website and download any addenda issued for this RFP. Failure to do so may render the Respondent's proposal as non-responsive.

XIV. Certification of Compliance with Tax Laws

By submission of the Proposal, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the

undersigned's knowledge, 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.

XV. Selection Protests

Any Proposer to this RFP who claims to have been adversely affected or aggrieved by the selection of competing Proposer shall have three (3) business days, after the winning Proposer has been announced, to submit a written protest of the selection, pursuant to OAR 580-061-0145. Protests should be addressed to: Mr. Eric Yahnke, Vice President for Business and Finance, Business Office, 345 N Monmouth Avenue, Monmouth, OR 97361. Any such protests will be reviewed by Mr. Yahnke, or his designee, and a written final agency order relevant to the protest will be issued in a timely manner.

XVI. Public Improvement Agreement

The Proposer selected for award will be required to execute the OUS Public Improvement Agreement form provided with this RFP.

XVII. Insurance

During construction and the term of the resulting contract, the contractor shall be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the State of Oregon, each insurance coverage/policy as set forth in the OUS General Conditions.

XVIII. Prevailing Wage Rates and Public Works Bond

The contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the OUS General Conditions. This RFP and the resulting contract are subject to the BOLI wage rate requirements specified in the January 1, 2015 BOLI Prevailing Wage Rate book and amendments, incorporated herein by reference and available at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/January_2015_Index.aspx

XIX. Proprietary Information

The Owner shall retain this RFP and one copy of each original Proposal received, together with copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after responder selection and award is announced. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected.

XX. Reference Documents

OUS Contract Form B-1	Notice of Public Improvement Contract Opportunity
OUS Contract Form B-2	Instructions to Bidders
OUS Contract Form B-4	Bid Bond
OUS Contract Form B-5	Bid Form
OUS Contract Form B-6	Public Improvement Agreement Form
OUS Contract Form B-7	Supplemental General Conditions
OUS Contract Form B-8	OUS General Conditions
OUS Contract Form B-9	Performance Bond
OUS Contract Form B-10	Payment Bond
Plans and Specification, Dated February 20, 2015	http://wou.edu/admin/plant/pp/planning2.php

XXI. Attachments by Reference

BOLI PWR Book, Available at: http://www.oregon.gov/boli/WHD/PWR/Pages/January_2015_Index.aspx

End of RFP

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

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

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

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

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligees procurement document (No. _____) for the project identified as: TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

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

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
BID FORM

OUS CAMPUS: WESTERN OREGON UNIVERSITY

PROJECT: TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II

BID CLOSING DATE: 3:00 PM, Tuesday, March 17, 2015

BID OPENING: N/A

FROM: _____
Name of Contractor

TO: The State of Oregon, acting by and through the Oregon State Board of Higher Education,
on behalf of: Western Oregon University (“Owner”)
Physical Plant
345 N. Monmouth Ave
Monmouth, OR 97361

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

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

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

or

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

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

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

_____ Dollars (\$ _____),

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

- Advertisement for Bids or Notice of Public Improvement Contracting Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders,

- Bid Bond
- OUS Public Improvement General Conditions
- Supplemental General Conditions,
- Sample Public Improvement Agreement Form
- Performance Bond and Payment Bond
- Plans and Specifications
- Drawings and Details
- Prevailing Wage Rates
- Payroll and Certified Statement Form
- Any ADDENDA numbered ____ through____, inclusive (fill in blanks).

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

ALTERNATE #1: Delete removal of existing exterior fire escape and dry standpipe structures from the scope of the project. Existing fire escape assemblies shall be maintained without modification other than those necessary to complete the replacement of the windows described in this project.

DEDUCT: \$ _____

ALTERNATE #2: Delete removal and replacement of existing exterior cedar shingle siding and finishing from the scope of the project. Existing cedar shingles shall be maintained without modification other than those necessary to complete the replacement of the windows and trim described in this project.

DEDUCT: \$ _____

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with Section D of the OUS General Conditions:

UNIT PRICE #1 NONE ADD or DEDUCT: \$ _____

4. The work shall be completed within the time stipulated and specified in Division 1, Section 01010, of the Specifications.

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

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

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

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

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

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

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

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

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

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

15. The Undersigned agrees, if awarded the Contract, to execute and deliver to Owner, within twenty (20) calendar days after receiving the Contract Documents, an Agreement Form and a satisfactory Performance Bond and Payment Bond, each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

(name of surety company - not insurance agency)

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

amount of the Contract.

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

NAME OF FIRM _____

ADDRESS _____

FEDERAL TAX ID _____

TELEPHONE NO _____

FAX NO _____

SIGNATURE 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

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

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

OREGON UNIVERSITY SYSTEM SAMPLE PUBLIC IMPROVEMENT CONTRACT

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

WITNESSETH:

1. Contract Price, Contract Documents and Work.

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

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

[] (RESERVED)

2. Representatives.

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

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

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

3. Key Persons.

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

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

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

Job Superintendent: _____ shall be CONTRACTOR's on-site Job Superintendent throughout the Project term.

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

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: **September 11, 2015**

FINAL COMPLETION DATE: **September 25, 2015**

5. Tax Compliance.

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

6. Integration

The Contract documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its authorized representative, hereby

acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

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

CONTRACTOR DATA:

(Insert Contractor Name & Address)

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

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

CONTRACTOR SIGNATURE

By _____
Signature Date

Print Name Title

STATE OF OREGON acting by and through the
OREGON STATE BOARD OF HIGHER EDUCATION
on behalf of **Western Oregon University**

By _____
Name/Title Date

By _____
Name/Title Date

OREGON UNIVERSITY SYSTEM
SUPPLEMENTAL GENERAL CONDITIONS

To The

GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS

Project Name TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II

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.

OREGON UNIVERSITY SYSTEM

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

July 1, 2012

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

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

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT TIME, means any incremental period of time allowed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

A.5 INDEPENDENT CONTRACTOR STATUS

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

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

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

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

B.3 MATERIALS AND WORKMANSHIP

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

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

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

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

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

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

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

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

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

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

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

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

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

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

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

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

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

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

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

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

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

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

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

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

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

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

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

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

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

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

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

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

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

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

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

B.14 OTHER CONTRACTS

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

B.15 GOVERNING LAW

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

B.16 LITIGATION

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

B.17 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- B.17.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

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

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

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

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

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

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

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

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

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

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

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

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

B.22 NO THIRD PARTY BENEFICIARIES

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

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

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

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

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

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

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

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

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

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

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

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

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

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

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

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

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

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

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

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

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

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

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

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

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

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

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

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

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

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

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

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

D.3 CLAIMS REVIEW PROCESS

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

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

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

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

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

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

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

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

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

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

Signed: _____
Dated: _____"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

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

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

E.5.1.2 Contractor may request in writing:

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

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

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

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

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

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

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

E.6 FINAL PAYMENT

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

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

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

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

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

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

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

F.3 CUTTING AND PATCHING

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

F.4 CLEANING UP

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

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

F.5 ENVIRONMENTAL CONTAMINATION

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

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

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

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

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

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

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

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

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

F.6 ENVIRONMENTAL CLEAN-UP

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

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

F.7 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

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

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

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

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

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

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

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

G.3 INSURANCE

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

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

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

G.3.3 Builder's Risk Insurance:

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

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

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

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

G.3.4 General Liability Insurance:

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

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

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

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

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

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

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

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

H.2 SCHEDULE

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

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

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

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

I.2 WARRANTY WORK

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

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

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

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

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

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

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

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

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

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

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

J.5 TERMINATION FOR CONVENIENCE

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

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- I.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K
CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

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

K.3 COMPLETION NOTICES

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

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

K.4 TRAINING

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

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

K.5 EXTRA MATERIALS

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

K.6 ENVIRONMENTAL CLEAN-UP

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

K.7 CERTIFICATE OF OCCUPANCY

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

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

K.9 SURVIVAL

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II

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

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

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

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

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

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

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

Nonpayment of the bond premium will not invalidate this bond, nor shall the State of Oregon or the OUS, be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity
Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____

Solicitation _____

Project Name TODD HALL WINDOW REPLACEMENT PROJECT – PHASE II

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

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

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

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

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

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

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

Nonpayment of the bond premium will not invalidate this bond, nor shall the State of Oregon, or the OUS be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax

DIVISION 1, GENERAL REQUIREMENTS 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. In general the scope of this project comprises the replacement of existing aluminum windows on the south and west sides of Todd Hall, a 38,000 s.f. wood frame and masonry building constructed in 1912. a brief description of the project scope is included in this specification section. See full specifications and drawings entitled "WESTERN OREGON UNIVERSITY TODD HALL WINDOW REPLACEMENT PROJECT PHASE 2" for detailed description of the scope of Work.

1. Site:

No Work included in Project scope.

2. Structure:

- a. Demolish and remove existing aluminum window assemblies, flashing and trim as required to complete modifications. Use extreme care in removal of windows assemblies to avoid damage the trim that remains. Pre-cutting/scoring the painted/caulked area to minimize paint chipping or wood damage is critical. Contractor shall remove and reinstall all existing interior window blinds/shades or curtains that may impede Work. These items shall be gathered, labeled and protected until reinstalled. Any lead paint encountered shall be removed using non-abrasive methods by the Contractor in conformance with OAR 33-069; and OAR 33-070. Vacuum all debris with HEPA-filter when work is completed in a given area. Notify Owner at least five days in advance of any lead paint removal planned in areas occupied or used by children.
- b. Installation of new single-hung and slider style extruded vinyl window assemblies with associated trim and flashing to match Todd Hall windows replaced in 2014. New interior wood trim shall be pre-finished prior to installation. Minor touch-ups and finish caulking/sealing may be done after a window is installed. Coordinate trades to complete all interior work within one week of each window replacement to minimize disruption of building occupants.
- c. Provide new stained cedar shingle siding, touch-up and stained finish as drawn and specified.
- d. Removal of existing fire escape assemblies. Remove all over-paint and caulking remaining after fire escape removal. Remove anchors in masonry walls to below surface plane and fill recesses with mortar to match appearance of typical existing mortar.
- e. Contractor shall provide final cleaning of the interior and exterior faces of all project windows upon project completion. All manufacturer's stickers and adhesive shall be removed prior to final cleaning.

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 PROJECT SCHEDULE

- 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 Contractor shall be responsible to schedule and perform the Work of this project professionally and efficiently to avoid unnecessary disruption of the building's occupants activities.
- C. The Contractor shall provide a project weekly schedule to the Owner's Representative in advance of subsequent Work that identifies all windows which will be removed during each respective week.
- D. The project off-site Work shall be started immediately following the Owner's Notice To Proceed. On-site Work shall begin on June 15, 2015 and reach Substantial Completion by September 11, 2015.
- E. Schedule Work between 7:00 AM and 5:00 PM Monday through Friday, or as specifically approved by Owner.
- F. All areas of Todd Hall shall be assumed to be used for the full term of the project.
- G. Maintain Owner's continuous operation of existing facilities within Todd Hall. Maintain unencumbered 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, landscape or turf 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.
- H. Contractor shall provide protection of existing shingle and membrane roofing surfaces in the Work zone with appropriate materials and methods to prevent damage or excessive wear to the roofing system.

1.05 SITE CONCERNS

- 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.
- C. Monuments: Carefully maintain bench marks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- D. Existing Utilities: Protect active utilities encountered; notify persons owning same. Repair or replace utility lines damaged by Work of this section.
- E. Existing Plants and Trees To Remain: Protect roots, trunk and canopy against damage. Furnish and install appropriate protective barriers and obtain Owner's Representative's approval of protective measures prior to start of Work.
- F. 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.
- G. Dust Control: Protect persons and property against damage and discomfort caused by dust. Water where necessary and where directed.
- H. Neighboring Property and Adjacent Spaces: Protect neighboring properties, Occupants of said property, Customers, Visitors, and Passersby against damage, injury or discomfort. Do not use enough water to cause flooding, icing, or contaminated run-off.
- I. Other Work: Protect other Work against damage and discoloration caused by Work of this section.

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

DIVISION 1, GENERAL REQUIREMENTS 01100 BASE BID AND ALTERNATE BIDS

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Instructions to Bidders, Division B.
- B. Bid Form, Division C.
- C. Summary of Work, Section 01010.

1.02 GENERAL

- A. The Alternates described in this Section may be exercised at the option of the Owner within 45 days of execution of the Owner/Contractor Agreement.
- B. The Owner reserves the right to accept the Alternates without regard to order or sequence, but, such acceptance shall not impair the selection of a low, responsible and responsive bidder to whom the Contract may be awarded under an equitable bid procedure.

1.03 QUALITY ASSURANCE

- A. For each Alternate which is accepted, coordinate the Work of the various trades involved, and modify surrounding Work as required to complete the Project as intended.
- B. In the change-in-price figure for each Alternate, include incidental costs which are attributable to adjustments in the Work of other trades which may be required to achieve the contemplated and final conditions.
- C. If there is a question regarding the extent, scope, nature, or intent of the alternates, contact the Owner for clarification. Failure on the part of the Contractor to clarify any unclear items shall not relieve the Contractor of the responsibility for performing the selected Alternates in accordance with the intent and requirements of the Project Manual and drawings.
- D. The description of the Alternates hereinafter is qualitative and not quantitative. The Contractor shall determine the quantities of labor and materials and the extent of same required to execute the selected Alternates in accordance with the intent and requirements of the Project Manual and Drawings.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The applicable sections of the drawings and specifications apply to the Work under each alternate.

PART 3 - EXECUTION

3.01 BASE BID

- A. Includes all Work shown on drawings or included in specifications, excepting only that Work noted as added alternate in the following alternate bids, and that Work specifically noted as excepted.

3.02 ALTERNATE BIDS

- A. GENERAL: The following alternate bids are each identified by number and each describes basic changes to be incorporated into the Work, only when that alternate is made part of the Work by specific provision in the Owner-Contractor Agreement. The Owner reserves the right to exercise Alternate Bids for a period of forty-five (45) days following execution of construction agreement. Coordinate pertinent related Work and modify surrounding Work as required to integrate (functionally and visually) the Work of each alternate, and to provide complete structurally sound and weather-tight construction required by contract documents. Include all costs associated with each alternate; including labor, materials, and equipment.

Deductive Alternate 1:

Delete removal of existing exterior fire escape and dry standpipe structures from the scope of the project. Existing fire escape assemblies shall be maintained without modification other than those necessary to complete the replacement of the windows described in this project.

Deductive Alternate 2:

Delete removal and replacement of existing exterior cedar shingle siding and finishing from the scope of the project. Existing cedar shingles shall be maintained without modification other than those necessary to complete the replacement of the windows and trim described in this project.

3.03 LUMP SUM UNIT PRICES

- A. GENERAL: The following lump sum unit prices are each identified by number and each describes fixed unit costs for changes to the scope of work which may be incorporated into the Work, only when that change is made part of the Work by specific provision in the Owner-Contractor Agreement. The proposed lump sum cost shall constitute full payment for the work proposed herein the amounts computed under the provisions of the contract documents shall be based on the stipulated lump sum amount. The lump sum price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these contract documents.

1. Lump Sum Unit Price #1: Wood Frame Repair

The existing sheet metal facing over the original wood window frames conceals their condition. Where construction reveals damage to the original wood frames the Contractor shall repair the damaged wood when directed by the Owner's representative. Provide a lump sum unit price for each linear foot of wood window frame repaired by the means described in specification Section 07990 Rot Repair.

2. Lump Sum Unit Price #2: Wood Frame Replacement

The existing sheet metal facing over the original wood window frames conceals their condition. Where construction reveals damage to the original wood frames the Contractor shall replace the damaged wood when directed by the Owner's representative. Provide a

BASE BID AND ALTERNATE BIDS 01100 - 3

lump sum unit price for each linear foot of wood window sill or jamb frame replaced with matching profile preservative treated wood.

END OF SECTION

DIVISION 1, GENERAL REQUIREMENTS 01152 APPLICATION FOR PAYMENT
--

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

DIVISION 1, GENERAL REQUIREMENTS

01340 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

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 Paul Finke, Project Manager). In addition provide the following number of submittals:

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES 01340 - 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
07310	Shingle Siding
07990	Rot Repair
08340	Vinyl Windows

2. Shop Drawings:

Division	Item
08340	Vinyl Windows

3. Samples:

Division	Item
09900	Painting and Finishing (Paint and Stain 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

<p>DIVISION 1, GENERAL REQUIREMENTS 01500 TEMPORARY FACILITIES</p>

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

DIVISION 1, GENERAL REQUIREMENTS 01600 MATERIALS AND EQUIPMENT

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

DIVISION 1, GENERAL REQUIREMENTS 01610 CUTTING AND PATCHING
--

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

DIVISION 1, GENERAL REQUIREMENTS 01710 CLEANING AND TRASH REMOVAL
--

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

DIVISION 1, GENERAL REQUIREMENTS 01720 PROJECT RECORD DOCUMENTS
--

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

DIVISION 1, GENERAL REQUIREMENTS 01730 OPERATING AND MAINTENANCE DATA
--

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 Assemblies.
 - 3. Sealants

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

OPERATING AND MAINTENANCE DATA 01730 - 3

- 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

DIVISION 1, GENERAL REQUIREMENTS 01740 CONTRACT CLOSEOUT

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. Building Official's Certificate of Occupancy.

END OF SECTION

DIVISION 1, GENERAL REQUIREMENTS 02055 DEMOLITION

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 demolition and removal required to complete modifications indicated on drawings and described in specifications. Work includes removal of existing cedar shingle siding and underlayment at rooftop dormers under base bid.
- 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) days of slack or "down" time for the removal of hazardous materials without penalty to Western Oregon University for the delay of the contract.

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 remain the property of the Owner and deliver to the WOU Surplus Property Department.
- B. Prior to starting demolition the Contractor shall meet with the Owner's Authorized Representative who shall designate all 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 vehicle and pedestrian traffic on public streets, access to private walks, drives, and parking areas.

1.06 PROTECTION

- A. Protect sidewalks, asphalt paving, and adjacent buildings at all times from spillage of materials used in carrying out the Work.
- B. In the event the Contractor damages plant material, landscape or turf 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.

- C. Western Oregon University forbids parking or driving on all unprotected lawn areas. When it becomes necessary, with the Owner's representative's approval, 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. 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.
- D. Existing Plants and Trees To Remain: Protect roots, trunk and canopy against damage. Furnish and install appropriate protective barriers and obtain Owner's Representative's approval of protective measures prior to start of Work.
- E. 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.
- F. The Owner will not be responsible for protection of materials or equipment from vandalism or theft. Security is the responsibility of the Contractor.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Monuments: Carefully maintain bench marks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- L. Existing Utilities: Protect active utilities encountered; notify persons owning same. Repair or replace utility lines damaged by Work of this section.
- M. 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.
- N. Dust Control: Protect persons and property against damage and discomfort caused by dust. Water where necessary and where directed.
- O. Neighboring Property and Adjacent Spaces: Protect neighboring properties, Occupants of

said property, Customers, Visitors, and Passersby against damage, injury or discomfort. Do not use enough water to cause flooding, icing, or contaminated run-off.

- P. Other Work: Protect other Work against damage and discoloration caused by Work of this section.
- Q. Objectionable Noise: Do Work requiring noisy equipment only between the hours of 7:00 a.m. and 5:00 p.m. Unless otherwise approved by the Owner's 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 areas in which systems and structures are to be demolished are not in use. Do not start Work until conditions are satisfactory.

3.02 DISPOSAL

- A. Contractor shall be responsible for the removal of all excess materials and debris associated with this project. Haul away and dispose of all salvage and debris in conformance with all local, state and federal governing codes, standards and requirements.
- B. The Owner's Representative shall designate an area for a dumpster that is reasonably close to the Project site.
- C. The Contractor shall make a reasonable effort to recycle all materials removed during the Work.

3.03 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 premises upon Work completion or sooner, if directed.

END OF SECTION

DIVISION 6, WOODS AND PLASTICS 06100 - ROUGH CARPENTRY
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PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work related to this Section is specified in other sections. Other sections of these Specifications also apply even though not described here.
- B. Install all wood framing as shown on the Drawings.
- C. The work to be performed includes providing all items, operations, and methods, mentioned on the Drawings or specified herein. It also includes related labor services, tools, materials, equipment, transportation and incidentals required for acceptable completion of this Section of the Work.
- D. The following work will be a part of this Section:
 - 1. Miscellaneous blocking as required.

1.02 RELATED WORK

- A. Related Work described in Section 08340 – Vinyl Windows.

1.03 COORDINATION

- A. Coordinate work with other trades and do all cutting and patching required to accommodate their work.

1.04 QUALITY ASSURANCE

- A. Qualifications of Workers: Provide sufficient number of workers and supervisors who shall be present at all times during execution of this portion of the work, and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- B. Measurements: Verify all dimensions shown on Drawings by taking field measurements; proper fit and attachment of all parts is required.

1.05 PRODUCT HANDLING

- A. Protection: Store all materials in such a manner as to ensure proper ventilation and drainage, and to protect against damage and the weather.
- B. Keep all materials clearly identified with all grade marks legible. Remove all damaged material from the job site.
- C. Do not allow installation of damaged or otherwise non-complying material.
- D. Use all means necessary to protect the installed work and materials of all other trades.
- E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the Engineer and at no additional cost to the Owner.

1.06 REFERENCE STANDARDS

- A. As they apply, conform with all requirements of U.S. Department of Commerce Commercial Standards, American Wood Preservers Association Standards, and with WCLIB Standard Grading and Dressing Rules, latest revision. Each piece of lumber shall bear the grade and trademark of the association under whose rules it is produced. Lumber must be sound, thoroughly seasoned, well-manufactured and free from warp.
- B. Moisture content shall not exceed 19 percent for dimension lumber.

PART 2 - PRODUCTS

2.01 WOOD BACKING

- A. Provide all wood backing, furring, stripping, or blocking indicated or required for installation and attachment of work of all other trades. Cut and frame all openings required by other trades.

2.02 FRAMING MATERIALS

- A. Framing lumber shall be Douglas Fir or Hemlock-Fir graded in accordance with Standard Grading and Dressing Rules of West Coast Lumber Inspection Bureau and grade marked by WCLIB. Framing lumber shall be stress grade as noted. All sides shall be surfaced. Grades shall be as follows, or as noted on drawings:
 - 1. Blocking, Trim - Douglas Fir Utility Grade or Hemlock-Fir Utility Grade - Pressure-treated, as per AWP8 LP-22

2.03 MOISTURE CONTENT

- A. All light framing lumber and joists shall be delivered to the Site, seasoned as follows:
 - 1. S-Dry (19 percent maximum moisture content) Sills, plates and blocking.

2.04 PLYWOOD SHEATHING

- A. Wall Sheathing and Miscellaneous Plywood: APA Rated Sheathing, Exposure 1, Grade C-D, exterior glue, unsanded, 1/2 inch thick unless otherwise noted. Provide preservative treatment at all plywood installed in contact with masonry or concrete.

2.05 CONNECTING HARDWARE

- A. Furnish and install all connecting hardware shown or noted on Drawings, specified herein or required to complete Work.
- B. Nails: Box or common wire, galvanized for exterior Work, conforming to FF-N-106.
- C. Screws: Standard domestic manufacture, bright steel, except galvanized for exterior use; brass, bronze, aluminum, or stainless steel when used to attach items made of those materials.

2.05 PRESERVATIVE TREATMENT

Provide AWPB CCA LP-2 treatment using water-borne preservative for wood in the following locations:

- In contact with masonry.
- In contact with concrete.

Minimum retention: .25 pcf.

2.06 BRUSH TREATMENT MATERIAL

- A. Material: Recommended by preservative treatment manufacturer for application to field cut treated lumber.
Treat any field cuts to pressure-treated wood.

2.07 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be subject to the approval of the Architect.
- B. Special Items: Provide temporary ladders, scaffolding runways, platforms, and catwalks, as required for general use by all trades. Comply with all requirements of governing federal, state, and local regulations, ordinances, and statutes.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 WORKMANSHIP

- A. All rough carpentry shall produce joints true, tight, and well nailed, with all members assembled in accordance with the Drawings and with all pertinent codes and regulations.
- B. Selection of lumber pieces: Carefully select all members. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making connections.
- C. Cut out and discard all defects which will render a piece unable to serve its intended function. Lumber may be rejected by the Engineer, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- D. Shimming: Do not shim sills, trimmers, or other framing components.

3.03 CLEANING UP

- A. Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the Work, free from accumulation of sawdust, cut ends, and debris.
- B. Sweeping: At the end of each working day, and more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the Work has settled.
- C. Remove the refuse to the area of the job site set aside for its storage.
- D. Upon completion of this portion of the Work, thoroughly broom-clean all surfaces.

END OF SECTION

DIVISION 6, 06220 FINISH CARPENTRY
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PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Caulking and Sealing, Section 07930
- B. Painting and Finishing, Section 09900

1.03 QUALITY STANDARDS

- A. Except as herein modified, material and work quality grades determined by Quality Standards of Architectural Woodwork Institute, current edition, published by Architectural Woodwork Institute, 5055 South Chesterfield Road, Arlington, Virginia 22206. Institute hereinafter referred to as "AWI". Standards may be obtained from Institute.
- B. This project is intended to encourage reuse of materials which are salvaged from the jobsite; including but not limited to trim, and framing. Contractor shall reuse all available trim materials which are not visually distressed. Contractor shall verify that all reused material conforms to appropriate code grades and standards.

1.04 PRODUCT DELIVERY

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

1.05 PRODUCT STORAGE AND HANDLING

- A. Protect against damage and discoloration.

1.06 ILLUMINATION

- A. Perform no work under less than 30-foot candles of light measured 3'-0" above floor.

1.07 TEMPERATURE

- A. Maintain 50-degrees F. minimum in interior spaces where finish carpentry materials are located.

1.08 COORDINATION

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

1.09 PROTECTION

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

PART 2 - PRODUCTS

2.01 MOISTURE CONTENT IN LUMBER

- A. Interior: 12% maximum.

2.02 INTERIOR PAINTED TRIM

- A. Species..... Pine.
- B. Grain..... Plain Sawn (hand select to avoid irregularities).
- C. AWI Grade..... I.
- D. Surface Texture..... Smooth.
- E. Minimum Lengths
 - Opening Trim..... 1 piece, single length.
 - Standing Trim..... No less than full story height.
 - Running Trim..... Joints no closer than 12'-0" apart.

2.03 FABRICATION

- A. General: Conform to AWI custom grade, unless specifically noted otherwise. Assemble finish material at mill where feasible. Use concealed fastenings wherever possible. Conceal end grain in exposed and semi-exposed surfaces. Kerf backs of flat grain members more than 5" wide or more than 1" nominal thickness. Back-plow interior trim. Machine sand finish carpentry not specified with rough surface.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Verify that surfaces to receive finish carpentry are straight, plumb, true, solid, rigid, and otherwise properly prepared. Prior to starting work, notify contractor of defects requiring correction. Do not start work until conditions are satisfactory.

3.02 FIELD MEASUREMENTS

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

3.03 WORK QUALITY

- A. Install woodwork in as long as lengths as practical. When joints must be made in a single run, center the joint in the length. Miter door and window trim and floor bases unless otherwise indicated. Joints between continuous trim shall be flush on all surfaces. Joints between continuous trim and butted joints shall be uniform and tight without visible gaps or recesses. Tight joints between trim shall be puttied to minimize visibility of joint. Set face nails and putty. Finish surfaces shall be straight, plumb, true, solid, rigid, and otherwise properly installed. Protect all items under this division from damage during the construction period.

3.04 INSTALLATION - GENERAL

- A. Accurately miter corners. Accurately scribe filler strips, and trim strips to adjacent surface irregularities. Remove sharp external corners prior to finishing.

3.05 TRIM INSTALLATION

- A. General: Fit carefully at joints and against other members; all joints on bearings. Secure with hot-dip galvanized casing nails of proper size (drill pilot holes where wood may split). Scarf and glue end joints. Set exposed nails using flathead punch 1/16" below wood surface.

3.06 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. Leave surfaces ready for finishing specified in Section 09900. Remove debris from project site upon work completion or sooner, if directed.

END OF SECTION

DIVISION 07, THERMAL AND MOISTURE PROTECTION 07310 SHINGLE SIDING
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PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 07600 - Sheetmetal Flashings

1.03 WORK INSTALLED BUT FURNISHED BY OTHERS

- A. Install sheetmetal built into work.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in unopened bundles, with UL fire hazard rating labels thereon. Do not open bundles, or remove labels until Architect reviews and accepts. Store above ground. Protect against damage and discoloration.

1.05 WARRANTY

- A. Work hereunder is subject to a 2-year weather-tight warranty. Warrant proper placement of metal work which has been provided by other trades and is in contact with shingles.

1.06 COORDINATION

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

PART 2 – PRODUCTS

2.01 CEDAR SHINGLES

- A. Material..... Western Red Cedar
- B. Grade Certi-label #1 Blue Label
- C. Length 16"
- D. Exposure 5"

2.02 FASTENERS AND ACCESSORIES

- A. Type and size recommended by manufacturer, hot-dip galvanized. Provide all required for complete installation.

2.03 UNDERLAYMENT

- A. 30 lb. type, unperforated, asphalt-saturated roofing felt, ASTM D-226.

PART 3 – EXECUTION

3.01 EXISTING CONDITIONS

- A. Verify that surfaces to receive shingles are secure, true, smooth, sound, dry, free of holes, accurately sized and located, and otherwise properly prepared. Prior to starting work notify General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.

3.02 INSTALLATION, GENERAL

- A. Follow referenced specifications and manufacturer's directions as Architect judges them applicable, and requirements specified herein. Conform with manufacturer's requirements for warranties. Verify that work of other trades which penetrates roof deck has been completed before starting work specified herein.

3.03 UNDERLAYMENT INSTALLATION

- A. Apply horizontally to wall surfaces under siding prior to applying shingles.
 - 1. End Laps 4" minimum.
 - 2. Head Laps 4" minimum.
- B. Secure to substrate with minimum possible fasteners.

3.04 CEDAR SHINGLE INSTALLATION

- A. Lay in straight line horizontal courses. Secure with nails in conformance with manufacturer's warranty requirements. Verify that nails are sufficiently long to penetrate 5/8" into substrate.
- B. Shingles must be doubled or tripled at all base locations.
- C. Spacing between adjacent shingles (joints) should be a minimum of 1/4" and a maximum of 3/8".
- D. Certi-label shingles shall be laid with a side lap not less than 1 1/2" between joints in adjacent courses, and not more than 10% shall be in direct alignment in alternate courses.
- E. Shingles wider than 8" should be split in two before nailing. Knots and similar defects should be treated as the edge of the shingle and the joint in the course above placed 1 1/2" from the edge of the defect.
- F. Each Certi-label shingle shall be applied with two fasteners. Nails *shall be 3d Box 1 1/4* hot-dipped galvanized with a coating weight of ASTM A153 Class D (1.0 oz/ft²).

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 at work completion or sooner, if directed.

END OF SECTION

DIVISION 7, WEATHER PROTECTION 07600 GENERAL SHEETMETAL
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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. Wood Blocking and Nailers, Section 06100.
- B. Building Caulking and Sealing, Section 07930.
- C. Finish Painting, Section 09900.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Protect against damage and discoloration. Store off ground.

1.04 COORDINATION

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

1.05 ALTERNATES

- A. Prefinished flashing material of matching or superior specifications will be acceptable with Architect's approval.

1.06 PROTECTION

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

1.07 WARRANTY

- A. Warrant work weathertight for 2-years, subject to General Condition terms.

PART 2 - PRODUCTS

2.01 SHEETMETAL

- A. Pre-finished specification grade aluminum sheet primed and coated with fluoropolymer (PVDF) high performance coating system with a minimum 1.0 mil total dry film thickness and, on the reverse side, a wash coat of 0.3 – 0.4 mil dry film thickness. Color shall be matched to the extruded vinyl window assemblies as approved by the Owner's Representative.

2.02 NAILS

- A. Flat head, wire, barbed, slating type, conforming to Fed. Spec, FF-N-105B, type II, style 23. Galvanized steel, 1" long, 12 ga., minimum.

2.03 SCREWS

- A. Pan head, self-tapping, sheetmetal type; conforming to Fed. Spec. FF-S-107; #7 by 1" long minimum, cadmium plated.

2.04 RIVETS

- A. 1/8" minimum diameter, length as recommended by rivet manufacturer for materials to be joined; cadmium plated.

2.05 SOLDER

- A. ASTM B-32, tin and 50% lead.

2.06 FLUX

- A. Rosin, cut muriatic acid, or commercial preparation for material to be soldered.

2.07 SEALANT

- A. See Section 07930, Sealing.

2.08 FABRICATION

- A. General: Form to shapes and dimensions shown and as required to exclude weather penetration, with planes and lines in true alignment. Unless otherwise shown on drawings or specified, fabricate with longest practicable lengths. Hem exposed edges. Angle bottom edges of vertical surfaces to form drip.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Verify that surfaces to receive sheetmetal are smooth, clean, and otherwise properly prepared. Verify that reglets and nailers to receive sheetmetal are properly placed. Prior to starting work, notify General Contractor of defects that require correction. Do not start work until conditions are satisfactory.

3.02 FIELD MEASUREMENTS

- A. Before fabricating sheetmetal, verify shapes and dimensions of surfaces to be covered. 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 - GENERAL

- A. Install work watertight, without waves, warps, buckles, tool marks, fastening stresses, distortion, or defects which impair strength or mar appearance. Install planes and lines to true alignment. Allow for sheetmetal expansion and contraction.

3.04 SEAM INSTALLATION

- A. Flat Lock Seams: 5/8" thick finish width; 4-ply flat-locked, malleted tight: sweat full with solder.

- B. Single Corner Seams: 3/4" finish width; 3-ply loose locked.
- C. Double Corner Seams: 5/8" finish width; 4-ply loose locked.
- D. Lap Seams: 3" finish width.

3.05 SOLDERING

- A. Clean and flux metals prior to soldering. Sweat solder completely through seam widths.

3.06 PRODUCT CLEANING AND REPAIRING

- A. As work progresses, neutralize excess flux with 5% to 10% washing soda solution and thoroughly rinse. 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 surfaces ready for finish painting specified in Section 09900. Remove debris from project site at work completion or sooner, if directed.

END OF SECTION

DIVISION 7, THERMAL AND MOISTURE PROTECTION 07930 SEALING
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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 RELATED WORK SPECIFIED ELSEWHERE

- A. General Sheetmetal, Section 07600.

1.03 EXTENT OF WORK OF THIS SECTION

- A. Seal where noted on drawings.

1.04 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 Architect reviews.

1.05 COORDINATION

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

1.06 PROTECTION

- A. Mask surfaces adjacent to joints, as required for complete protection.

1.07 WARRANTY

- A. Caulking and sealing subject to warranty called for in General Conditions and Section 01700.

PART 2 - PRODUCTS

2.01 CAULKING COMPOUND (Painted Locations): ASTM C920, Type S, Grade NS, Class 25, Use NT.

- A. Interior Locations - Latex acrylic caulking: Pecora AC-20, or approved.
- B. Exterior Locations - Synthetic rubber caulking: Pecora BC-158, or approved.

2.02 SEALANT (non-Painted Locations): ASTM C920, Type S, Grade NS, Class 25, Use NT.

- A. Silicone type: Dow 790, 795, 758, or approved.
- B. Select proper type in accordance with manufacturer's recommendations.

2.03 COLOR OF COMPOUND OR SEALANT

- A. Caulking: Approximate color of adjacent surfaces, unless otherwise directed. Obtain

Architect's approval prior to application.

- B. Sealant: Clear translucent, unless otherwise directed.

2.04 PRIMER AND SURFACE CONDITIONER

- A. Made or recommended by manufacturer of compound or sealant.

2.05 BACKER ROD

- A. Provide glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by sealant manufacturer. Provide 25 to 33 percent oversized backing for closed cell and 40 to 50 percent oversized backing for open cell material, unless otherwise indicated. Make backstop material compatible with sealant and recommended application times. Do not use oakum and other types of absorptive materials as backstops.

2.06 TAPE SEAL

- A. Provide NorSeal V990 closed cell PVC foam adhesive seal tape or approved equivalent at window flanges as indicated on drawings.

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 of defects requiring correction. Do not start Work until conditions are satisfactory.

3.02 SURFACE PREPARATION

- A. Remove dust and dirt by brushing and air-blowing.

3.03 PRIMING

- A. Prime unpainted surfaces to receive caulking and sealant. Apply with bristle brush. Do not flood surfaces.

3.04 SEALANT INSTALLATION

- A. Mix and apply caulking and sealant in accordance with manufacturer's directions using gun-type dispenser. Caulk or seal joints before applying final paint coat. Size gun nozzle to fit joint. Fill joints and voids solid. Superficial pointing with skin bead not acceptable. Install flush with adjacent surfaces. Tool joints smooth within 10 minutes after installation. Remove masking materials, if any, immediately after caulking and sealant installation.

3.05 TAPE SEAL INSTALLATION

- A. Follow manufacturer's directions as Architect judges them applicable, and requirements specified herein. Conform with manufacturer's requirements for warranties. Provide caulked joint at face of tape seal where installed at the head of a window unit or where exposed cut tape ends are exposed.

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

<p>DIVISION 7, THERMAL AND MOISTURE PROTECTION 07990 ROT REPAIR</p>
--

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 RELATED WORK SPECIFIED ELSEWHERE

- A. General Sheetmetal, Section 07600.
- B. Vinyl Windows, Section 08340

1.03 EXTENT OF WORK OF THIS SECTION

- A. Repair damaged wood window frames and sills at locations directed by the Owner's Representative (see Section 01100 for Unit Pricing requirements).

1.04 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 Architect reviews.

1.05 COORDINATION

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

1.06 PROTECTION

- A. Mask surfaces adjacent to joints, as required for complete protection.

PART 2 – PRODUCTS

2.01 Wood Repair Products

This specification is based upon the System Three, EndRot system. Equivlent wood repair systems may be proposed as an alternative per the requirements of Section 01600. The system products to be used are as follows:

- A. Borate Rods: Bor8Rods
- B. Insecticide, Termiticide and Fungicide Concentrate: Board Defense
- C. Epoxy Wood Sealer and Primer: RotFix
- C.D. Epoxy Wood Filler: SculpWood

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Apply repair treatment in conformance with the manufacturer's recommendations.
1. Excavate the rotten wood until bright and dry wood is exposed.
 2. Remove the paint from areas directly adjacent to the fungal decay.
 3. Depending on the size of the wood member to be repaired, determine the corresponding Bor8rods size to use (from the chart inside the Bor8rods package) and drill the appropriate holes beginning about ½" from the outside of the rotten area and then another 2" from there. Drill the hole about ½" deeper than the length of the Bor8rods®. Do this on both sides of the repair. Bor8rods® will dissolve and diffuse along the grain of the wood.
 4. Mix Board Defense at a rate of 1 pound per gallon. The two-ounce package inside the EndRot kit should be mixed with 16 ounces of water. Board Defense can be applied by brush or spray onto bare wood in the rot cavity and in the bare wood adjacent to it as well as the holes you drilled for Bor8rods. Allow at least one hour for the Board Defense solution to soak in. Do not proceed until the repair area is dry and do not allow the repair to get wet before proceeding to the next step.
 5. Install the Bor8rods into the previously drilled holes. Provide a minimum ¼" of headroom to seal the hole. Apply RotFix to seal the holes.
 6. Measure the RotFix (2 Parts A to 1 Part B) and mix thoroughly. Apply 1 or more coats of RotFix to the cavity and lightly brush over the surface of the Bor8rods holes being careful not to get any down in the hole. RotFix will harden the wood and create a chemical and mechanical bond between the SculpWood and the original wood.
 7. Mix equal parts of A and B until one consistent color is observed. Make sure the SculpWood is packed into all areas of the cavity and there are no air pockets. Build up thickness by adding additional layers of any thickness as long as the SculpWood is still soft and pliable. If it cures, wet the surface with mixed RotFix and give it a few minutes to become tacky. Then continue to build up the repair. On larger repairs, you can incorporate chunks of dry, treated wood coated with RotFix on all sides into the repair. Make sure that there are no air pockets and the repair is no less than 50% SculpWood. Overfill the cavity by about 1/8". SculpWood does not shrink or expand.
 8. Allow the SculpWood to harden enough to be shaped and sanded without crumbling (approximately 4 hours when the temperature is above 80°F and up to 48 hours or more if the temperature is below 40. Sand the repair flush with the adjacent surfaces.

10.

3.05 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

DIVISION 08, OPENINGS 08340 VINYL WINDOWS

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 07600 – General Sheet Metal
- B. Section 07930 - Caulking

1.03 REFERENCES

- A. ANSI/AAMA/NWDA 101/I.S.2; 97 and current A-440-05 - Voluntary Specification for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors with revisions contained in "reprinting" of 12/99.
- B. AAMA 701/702 - Combined Voluntary Specifications for Pile Weather strip and Replaceable Fenestration Weather seals.
- C. AAMA 902 - Voluntary Specification for Sash Balances.
- D. ASTM E 283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen.
- E. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
- F. ASTM E 547 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain Walls by Cyclic Static Air Pressure Difference.
- G. ASTM E 2190 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300
- B. Product Data: Submit the following documents for each type of window.
- C. Manufacturer's technical data, product descriptions and installation guides.
- D. Elevation for each style window specified indicating its size, glazing type, muntin type and design.
- E. Manufacturer's head, jamb and sill details for each window type specified.

- F. Selection Samples: A complete set of Color chips representing manufacturer's full range of available.
- G. Verification Samples: Provide operating units of each style window specified.
- H. Verification samples may be operating scaled-down mock-ups of actual-size units.
- I. Test Reports: Submit certified independent testing agency reports indicating window units meet or exceed specified performance requirements.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum ten (10) years producing vinyl (PVC) windows.
- B. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size.
- C. Source Limitations: Obtain window units from one manufacturer through a single source.
- D. Provide window units independently tested and found to be in compliance with ANSI/AAMA/NWWDA 101/I.S.2-97 and current A440-05 performance standards listed above.
- E. Code Compliance: Provide windows that are labeled in compliance with the jurisdiction having authority over the project.
- F. Field Testing: Field-test two windows as selected by Owner's Authorized Representative in accordance with AAMA 502-08, Test Method B. Windows shall be tested from among the first units installed and approved installations shall be used as guides for all other installations.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver windows to project site in undamaged condition; handle windows to prevent damage to components and to finishes.
- B. Store products in manufacturer's unopened packaging, out of direct sunlight or high temperature locations, until ready for installation.

1.07 PROJECT 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.

1.08 WARRANTY

- A. Provide manufacturer's ten (10) year warranty on extruded solid vinyl members, component parts and insulated glass.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. This specification is based upon the Cascade Window WinPro Series 9200 vinyl single hung and picture window units to match window units installed in 2014. Provide WinPro J profile with nail flanges removed as shown in project details.

2.02 REPLACEMENT SINGLE HUNG WINDOWS

A. CONSTRUCTION

1. Frame: Nominal 0.065 inch thickness reinforced polyvinyl chloride (PVC) frame with mechanically fastened corners. Sash shall be nominal 0.065 inch thickness with mechanically fastened corners.
2. Color: White interior with Cascade Color Coat 922-2 exterior painted finish.
3. Glazing: Insulated glass units secured to sash frame using a channel glazing with dual durometer glazing fins. Complies with ASTM E 2190.
4. Sash Locks: Cam type locks anchored with screws driven through the sash rail and into an extruded aluminum reinforcing bar.
5. Weather Stripping: In compliance with AAMA 701.2.
6. Screens: Extruded aluminum full screen with 18 x 16 charcoal finished fiberglass mesh.
7. Options: Provide sight line line adapter

B. PERFORMANCE

1. Air Infiltration: Maximum 0.14 cfm/sq. ft. at 1.57 psf (25 mph) in accordance with ASTM E 283.
2. Water Resistance: No leakage when tested at 5.25 psf in accordance with ASTM E 547.
3. Structural Rating: H-LC30 -Test Size: 48 inches x 96 inches in accordance with ANSI/AAMA/NWWDA 101/I.S.2.
4. Thermal Transmittance: Tested in accordance with NFRC 100 and NFRC 200. Low-E/Argon: U-Factor - 0.30 / SHGC - 0.30.

2.03 REPLACEMENT SLIDER WINDOWS

A. CONSTRUCTION

1. Frame: Nominal 0.065 inch thickness reinforced polyvinyl chloride (PVC) frame with mechanically fastened corners. Sash shall be nominal 0.065 inch thickness with mechanically fastened corners.
2. Color: White interior with Cascade Color Coat 922-2 exterior painted finish.
3. Glazing: Insulated glass units secured to sash frame using a channel glazing with dual durometer glazing fins. Complies with ASTM E 2190.
4. Sash Locks: Cam type locks anchored with screws driven through the sash rail and into an extruded aluminum reinforcing bar.
5. Weather Stripping: In compliance with AAMA 701.2.
6. Screens: Extruded aluminum full screen with 18 x 16 charcoal finished fiberglass mesh.

B. PERFORMANCE

1. Air Infiltration: Maximum 0.14 cfm/sq. ft. at 1.57 psf (25 mph) in accordance with ASTM E 283.
2. Water Resistance: No leakage when tested at 5.25 psf in accordance with ASTM E 547.
3. Structural Rating: H-LC30 -Test Size: 48 inches x 96 inches in accordance with ANSI/AAMA/NWWDA 101/I.S.2.
4. Thermal Transmittance: Tested in accordance with NFRC 100 and NFRC 200. Low-E/Argon: U-Factor - 0.30 / SHGC - 0.30.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify rough opening size is of sufficient size to receive window unit and complies with manufacturer's requirements for opening clearances.
- B. Verify that existing sill plate is sound and level.
- C. Notify Owner's Authorized Representative and Architect of unacceptable conditions before proceeding with installation.

3.02 INSTALLATION

- A. Install window unit in accordance with manufacturer's printed instructions.
- B. Apply sealant around perimeter of window unit.
- C. Install window unit level and plumb. Center window unit in opening and secure window unit by screwing through jambs in conformance with manufacturer's instructions for type of installation.

3.03 ADJUSTING

- A. Adjust units for smooth operation without binding or racking.
- B. Adjust sash locks and screens for smooth operation.

3.04 CLEANING

- A. Remove product labels and associated residue from all new windows. Cleaning of interior and exterior soiled glass shall be by others.
- B. Remove debris from project site upon work completion or sooner, if directed.

3.05 PROTECTION

- A. Protect window unit from damage until substantial completion. Repair or replace damaged units.
- 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.

END OF SECTION

DIVISION 9, FINISHES
09900 PAINTING AND FINISHING

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 RELATED WORK SPECIFIED ELSEWHERE

- A. Flashing, Section 07600.
- B. Sealing, Section 07930.

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 and Owner's Authorized Representative's acceptance before ordering.

1.06 COLOR SAMPLES

- 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 and Owner's Authorized Representative's acceptance before proceeding with work.

1.07 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.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Follow manufacturer's directions. Minimum ambient air and surface temperature for 24 hours prior to and during application and until film is dry hard thereafter: 40-degrees F. Do not work where dust or insects are present. Do not work where inclement weather may damage

surface. Do not work with less than 30 foot candles of available light measured 3-feet above floor.

1.09 COORDINATION

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

1.10 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. Open cans of paint and varnish only when needed. Keep rubbing cloths and oily rags submersed in water.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: PPG Architectural Finishes, Inc. - Pittsburgh Paints, which is located at: One PPG Place; Pittsburgh, PA 15272; Toll Free Tel: 888-PPG-IDEA; Web: www.ppgideascapes.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.02 PAINT MATERIALS – GENERAL

- A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. VOC Classification: Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that meet the applicable local, state or federal VOC requirements.

2.03 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.

2.04 PAINTING SCHEDULE

- A. General: 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 even, uniform color, and free from cloudy and mottled surfaces. Provide additional coats where necessary without additional cost to Owner.

2.05 EXTERIOR PAINT SYSTEMS

- A. Provide painted finish on all surfaces of new flashing using the following paint materials or approved equals applied per Finish Schedule below.

1. Rust Inhibitive Primer: Pittsburgh Paint, Speedhide Rust-inhibiting Steel Primer, 6-212
2. Metal Primer: Pittsburgh Paint, Interior/Exterior primer/finish dtm industrial Enamel, 90-712
3. Metal Paint: Pittsburgh Paint, Speedhide Exterior Satin Acrylic Latex, 6-2045

2.06 INTERIOR PAINT SYSTEMS

- A. Provide painted finish on all surfaces of new trim using the following paint materials or approved equals applied per Finish Schedule below.

1. Woodwork Primer: Pittsburgh Paint, Kilstain WB Acrylic Latex Primer
2. Trim Paint: Pittsburgh Paint, Wonder-Pure Zero-VOC, Semi Gloss

2.07 EXTERIOR STAIN SYSTEMS

- A. Provide stained finish on all surfaces of new shingle siding. Provide Cabot Stains, Bleaching Oil #6241 or approved equivalent product.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Examine surface to receive coating for conditions that will adversely affect execution, permanence, and work quality. Prior to starting work, notify General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.

3.02 SURFACE PREPARATION

- A. Galvanized Metal: Thoroughly clean with surface conditioner in accordance with manufacturer's instructions.
- B. Non-Galvanized Steel: Remove any rust and scale.
- C. Aluminum: Etch with phosphoric acid or approved solution.

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 contaminants, and suitable for finish required. Comply with product manufacturer's recommended drying time between succeeding coats. Apply finish coats smooth, free of brush marks, 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.

3.04 PAINTING SCHEDULE

- A. General: 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 even, uniform color, and free from cloudy and mottled surfaces. Provide additional coats where necessary without additional cost to owner.

B. Exterior Metal Surfaces:

Paint System #B1: Ferrous Metal

One coat Rust Inhibitive Primer; followed by:
Two coats Satin Metal Paint.

Paint System #B2: Galvanized Metal

One coat Metal Primer; followed by:
Two coats Satin Metal Paint.

C. Exterior Shingle Surfaces:

Paint System #C1: Cedar Shingles

One coat Bleaching Oil – Low Pressure spray with back brushing application

D. Interior Wood Surfaces:

Paint System #D1: Wood Trim

One coat Wood Primer; followed by:
Two coats Semi-Gloss Wood Paint.

3.05 FIELD QUALITY CONTROL

- A. Request Architect and Owner Authorized Representative to inspect first finished window installation for color, texture, and work quality.

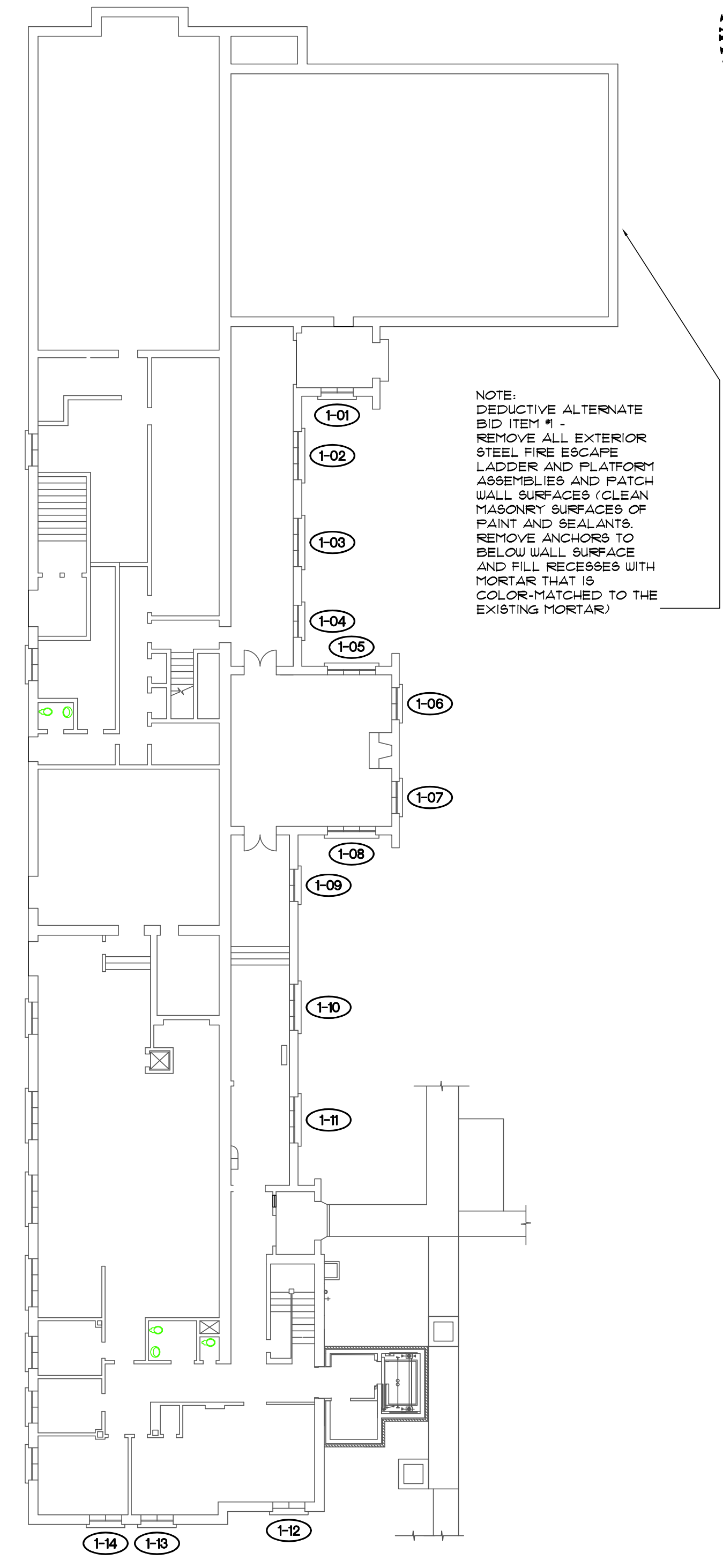
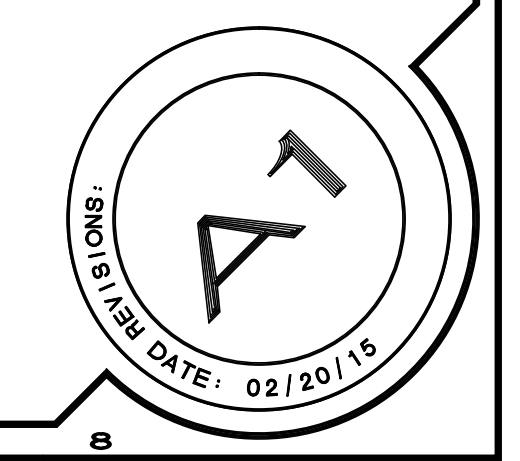
3.06 CLEANING

- 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.

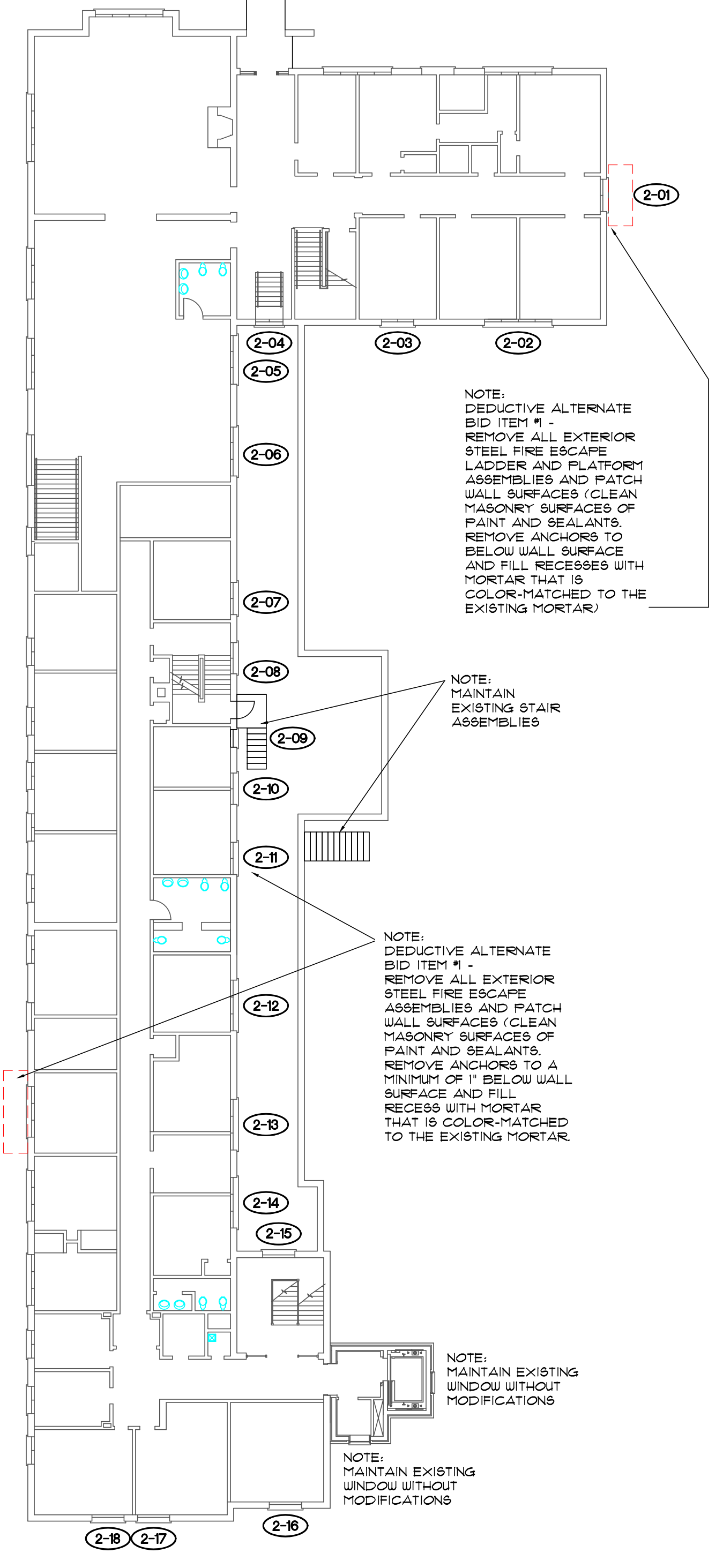
END OF SECTION



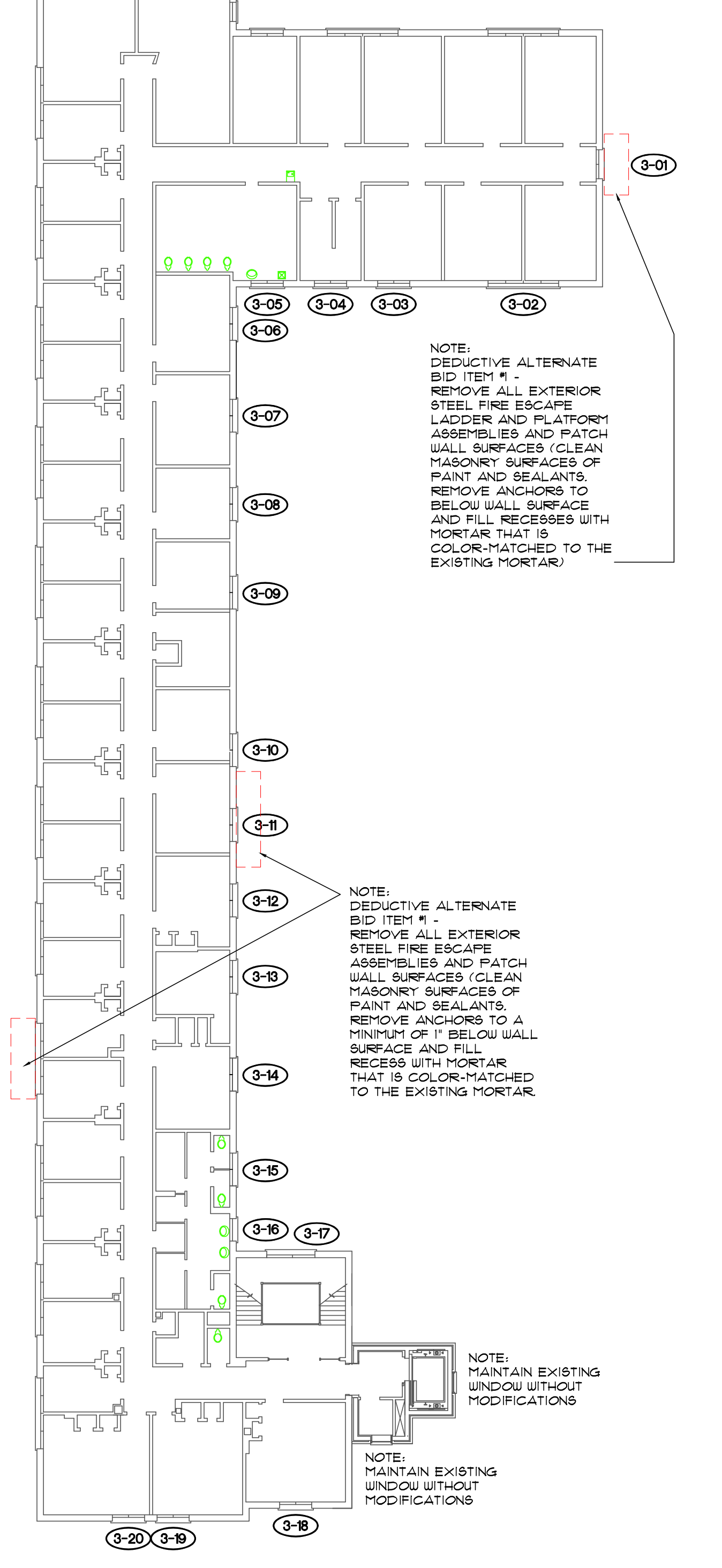
**WESTERN OREGON UNIVERSITY
 WINDOW REPLACEMENT PROJECT PHASE II
 TODD HALL, WOU CAMPUS, MONMOUTH, OREGON**
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 2897 FIRWOOD PLACE S.E., ALBANY, OREGON. PHONE/FAX (541) 704-0619. benchmark@proaxis.com



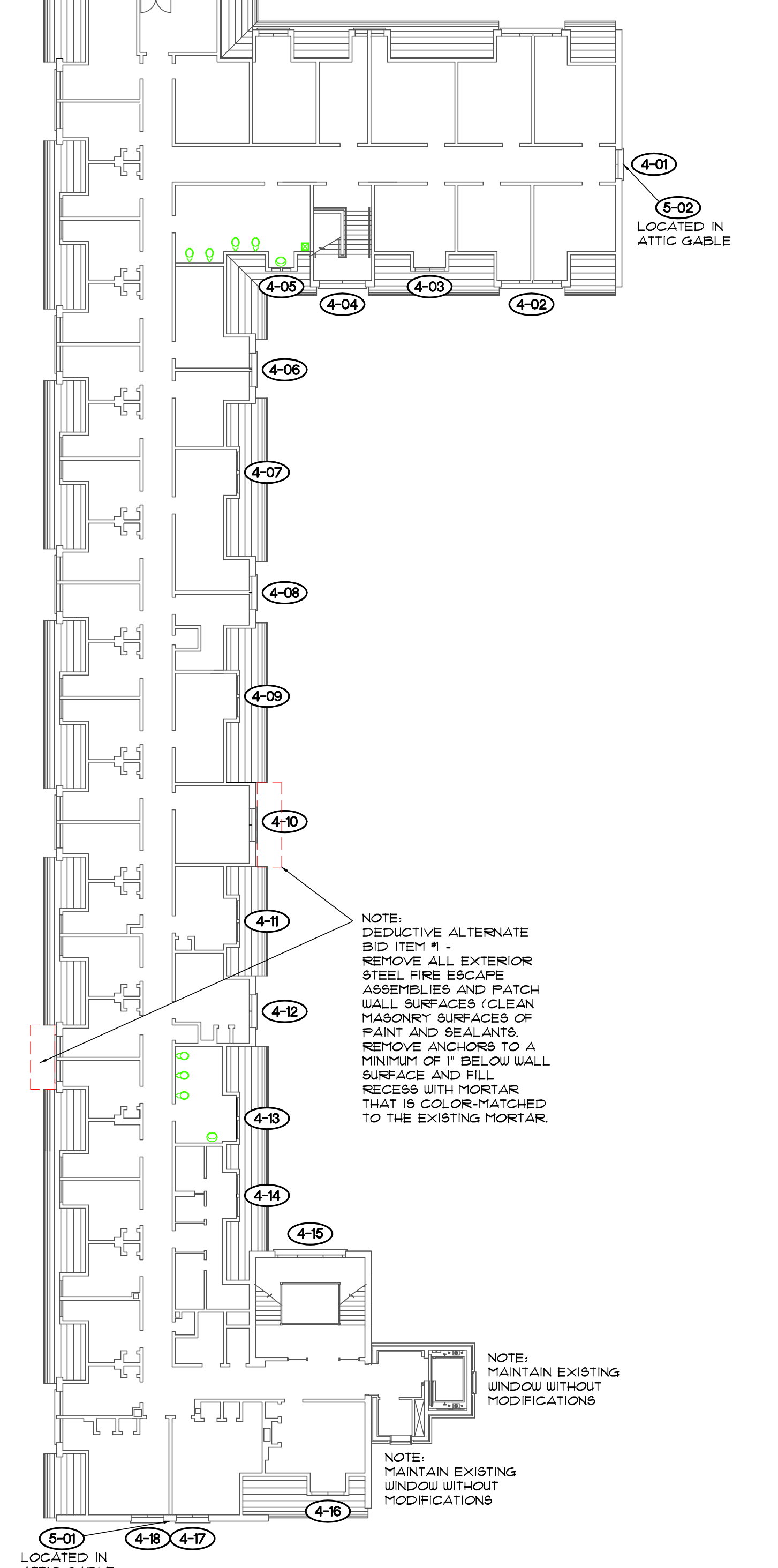
4
A1 1/16" = 1'-0"
FIRST FLOOR DIAGRAM
 7111 S.F.



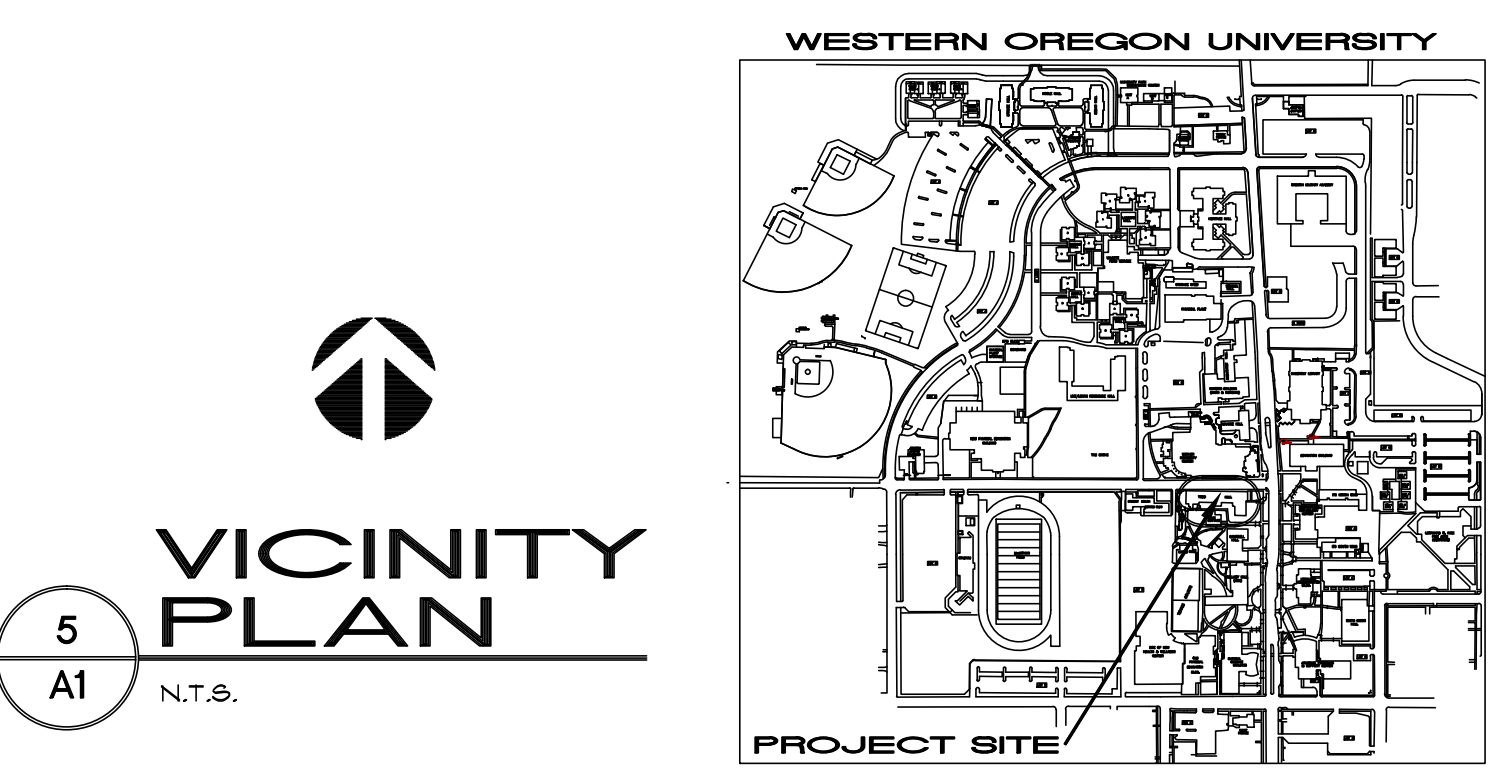
3
A1 1/16" = 1'-0"
SECOND FLOOR DIAGRAM
 9123 S.F.



2
A1 1/16" = 1'-0"
THIRD FLOOR DIAGRAM
 9131 S.F.



1
A1 1/16" = 1'-0"
FOURTH FLOOR DIAGRAM
 8359 S.F.



BUILDING DATA	
DEVELOPMENT DISTRICT:	WOU
EXISTING BUILDING USE:	OFFICES/CHILD CARE ●
PROPOSED BUILDING USE:	OFFICES/CHILD CARE ●●
BUILDING OCCUPANCY GROUP(S):	B
EXISTING CONSTRUCTION TYPE:	III-N
PROPOSED CONSTRUCTION TYPE:	III-N
BUILDING AREA/OCCUPANT LOAD:	36,434 S.F./331 PERSONS ●●
● ALL OF BUILDING USED FOR OFFICE USE EXCEPT NORTHEAST CORNER OF THE SECOND FLOOR (2,200 S.F.) THAT HOUSES CHILD DAY CARE FACILITIES	
●● BASIC ALLOWABLE BUILDING AREA (III-N): 12,000 S.F. INCREASE FOR MULTIPLE STORIES: 12,000 S.F. INCREASE FOR SEPARATION ON THREE SIDES: 24,000 S.F. TOTAL ALLOWABLE BUILDING AREA: 48,000 S.F.	

DRAWING SCHEDULE	
A1	BUILDING DIAGRAMS, PROJECT DATA
A2	BUILDING ELEVATIONS
A3	BUILDING ELEVATIONS
A4	WINDOW DETAILS
A5	SCHEDULES



1 NORTH ELEVATION
 1/8" = 1'-0"

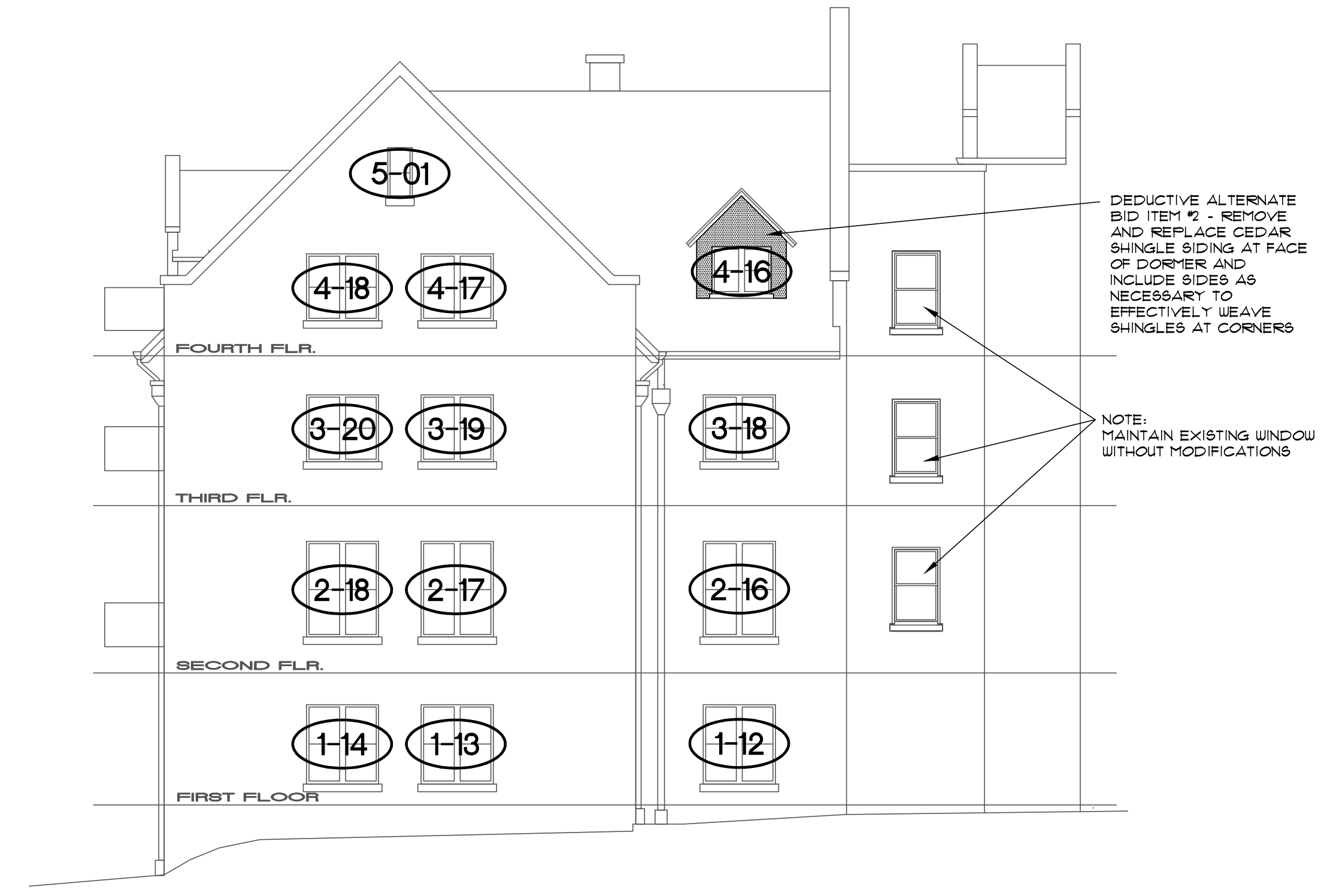
NOTE:
 WINDOWS ON THIS ELEVATION
 HAVE BEEN PREVIOUSLY
 REPLACED IN 2014

NOTE:
 DEDUCTIVE ALTERNATE BID ITEM #1 -
 REMOVE ALL EXTERIOR STEEL FIRE ESCAPE
 ASSEMBLIES AND PATCH WALL SURFACES (CLEAN
 MASONRY SURFACES OF PAINT AND SEALANTS.
 REMOVE ANCHORS TO A MINIMUM OF 1" BELOW WALL
 SURFACE AND FILL RECESS WITH MORTAR THAT IS
 COLOR-MATCHED TO THE EXISTING MORTAR.



2 EAST ELEVATION
 1/8" = 1'-0"

NOTE:
 WINDOWS ON THIS ELEVATION
 HAVE BEEN PREVIOUSLY
 REPLACED IN 2014



3 WEST ELEVATION
 1/8" = 1'-0"

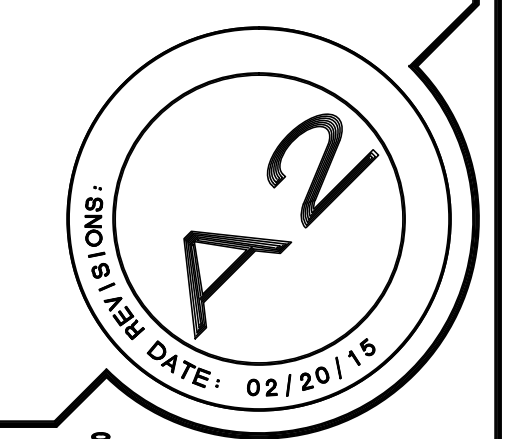
DEDUCTIVE ALTERNATE
 BID ITEM #2 - REMOVE
 AND REPLACE CEDAR
 SHINGLE SIDING AT FACE
 OF DORMER AND
 INCLUDE SIDES AS
 NECESSARY TO
 EFFECTIVELY WEAVE
 SHINGLES AT CORNERS

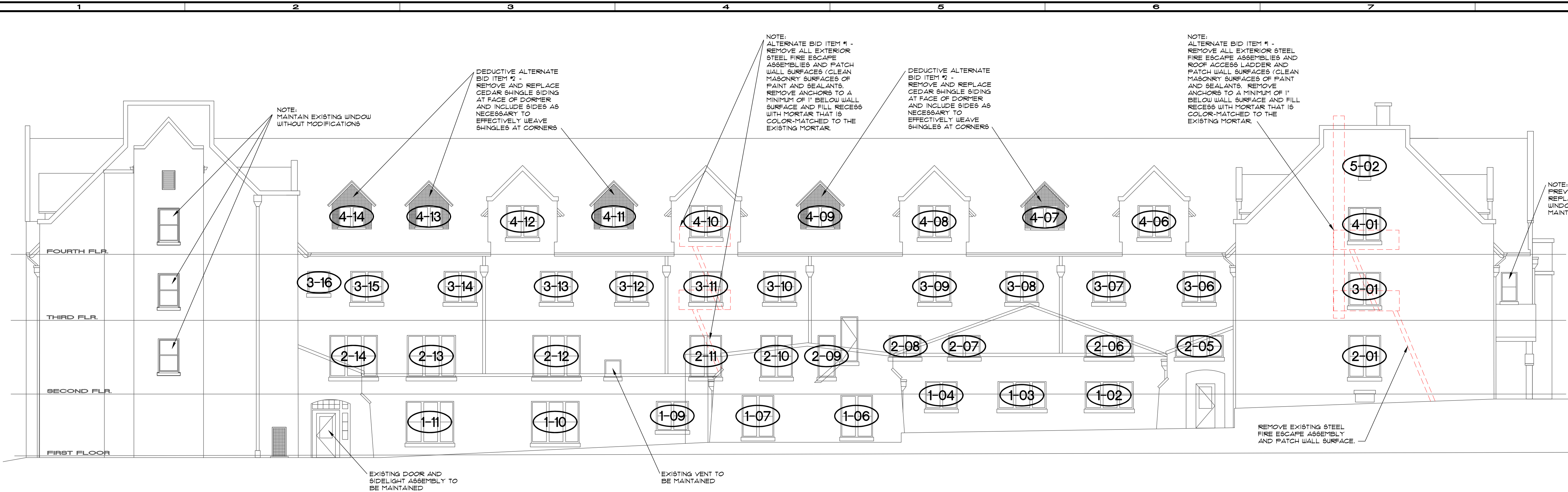
NOTE:
 MAINTAIN EXISTING WINDOW
 WITHOUT MODIFICATIONS

NOTES:

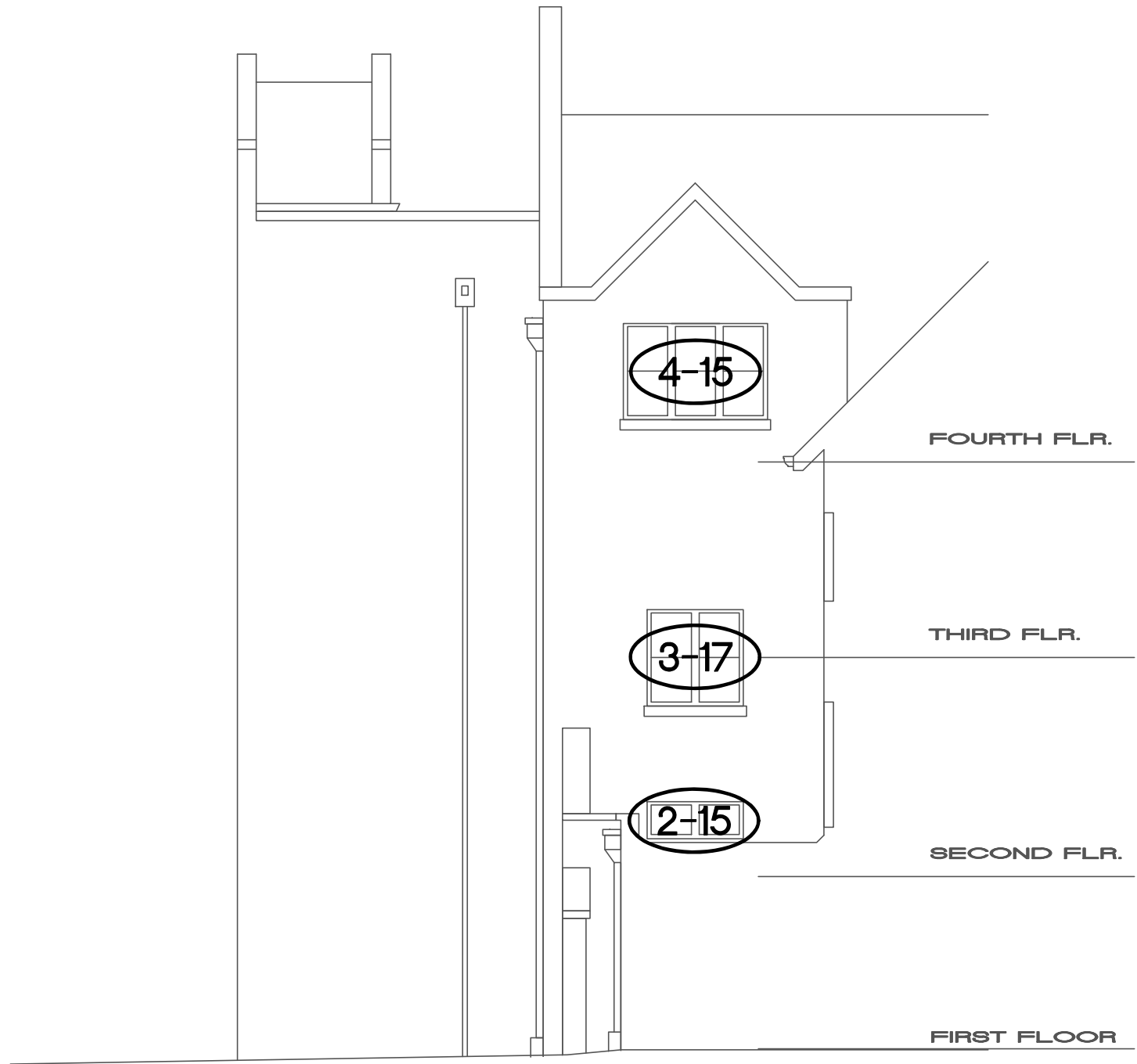
- VINYL WINDOW UNITS SHALL BE CASCADE WINPRO SERIES WINDOW UNITS WITH SIGHT LINE ADAPTER WITH PRE-FINISHED PAINTED EXTERIOR (CASCADE COLOR COAT #92-2. FLASHING SHALL BE PRE-FINISHED METAL (CASCADE/METAL DARK BRONZE PF2459).
- PROVIDE PAINTED WOOD TRIM AT INTERIOR OF NEW WINDOW ASSEMBLY AS INDICATED ON DETAILS. PROVIDE PAINTED FINISH TO MATCH INTERIOR COLOR OF VINYL WINDOW UNITS.
- PROJECT SCOPE INCLUDES PAINTING THE EXTERIOR FACES OF ALL EXISTING EXTERIOR WOOD AND METAL DOORS AND FRAMES ON SOUTH AND WEST BUILDING ELEVATIONS (INCLUDING ATTACHED SIDELIGHTS AND TRANSOMS). COLOR: CUSTOM MATCH TO NEW VINYL WINDOW UNITS (CASCADE COLOR COAT #92-2).
- REMOVE EXISTING PROTECTIVE GUARD FROM EXTERIOR OF WINDOW 1-10S PRIOR TO REPLACING WINDOW ASSEMBLY AND REINSTALL PROTECTIVE GUARD AFTER WINDOW REPLACEMENT IS COMPLETE.
- WINDOWS 2-04 THRU 2-15 ARE SHOWN WITH DASHED LINES TO INDICATE THAT THESE WINDOWS ARE PARTIALLY HIDDEN BY PARAPETS AND PATIO ROOF STRUCTURE IN THE SOUTH BUILDING ELEVATION.
- WINDOWS 2-04 THRU 2-14 HAVE EXISTING BASE FLASHING TO THE ADJACENT MEMBRANE ROOFING ASSEMBLY. MAINTAIN THESE FLASHING ASSEMBLIES.
- EXISTING FIRE ESCAPES, EXTERIOR METAL STAIR ASSEMBLIES AND ADJACENT STRUCTURES ARE NOT SHOWN ON BUILDING ELEVATIONS FOR CLARITY.

**WESTERN OREGON UNIVERSITY
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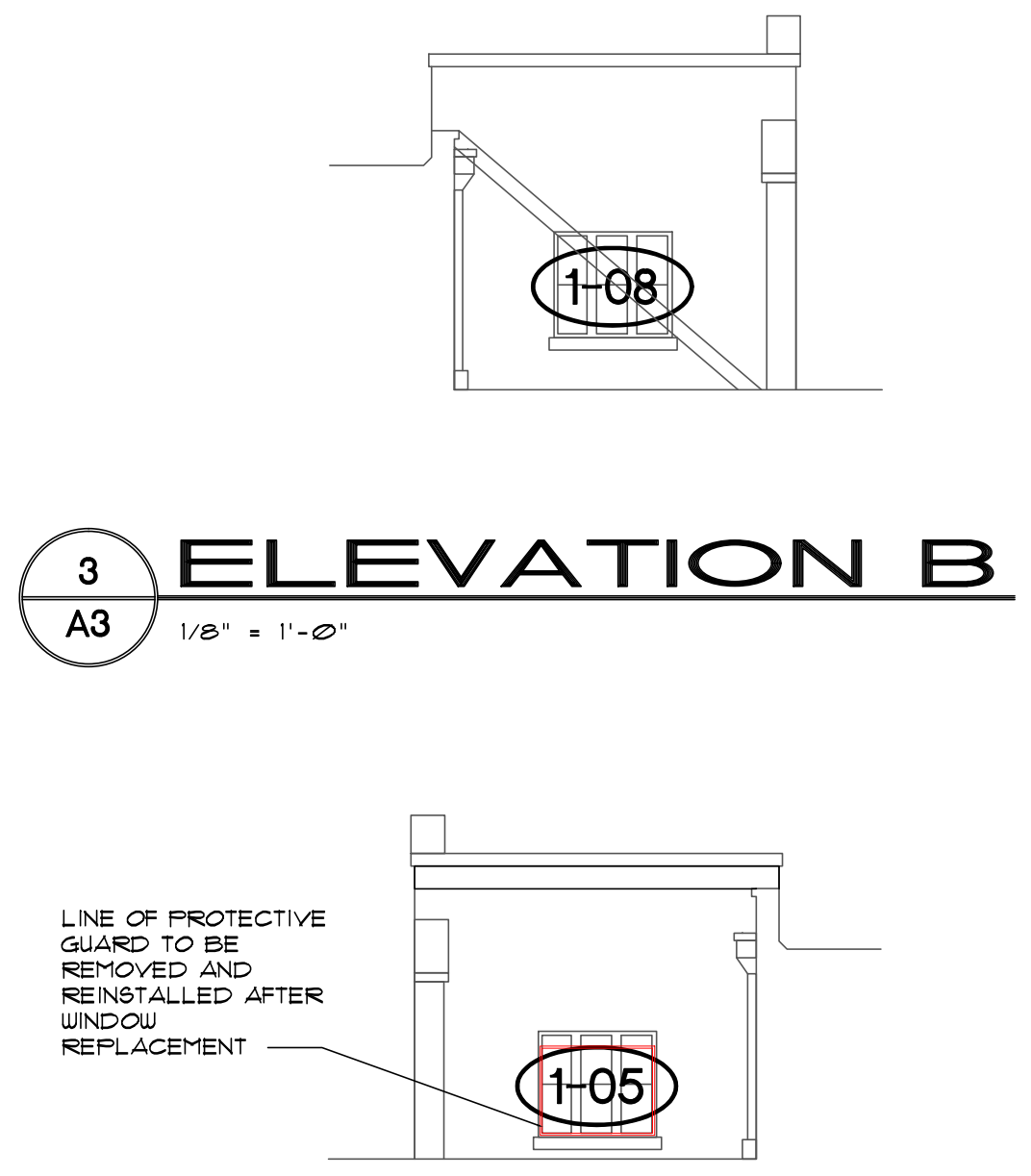




1 SOUTH ELEVATION
A3 1/8" = 1'-0"

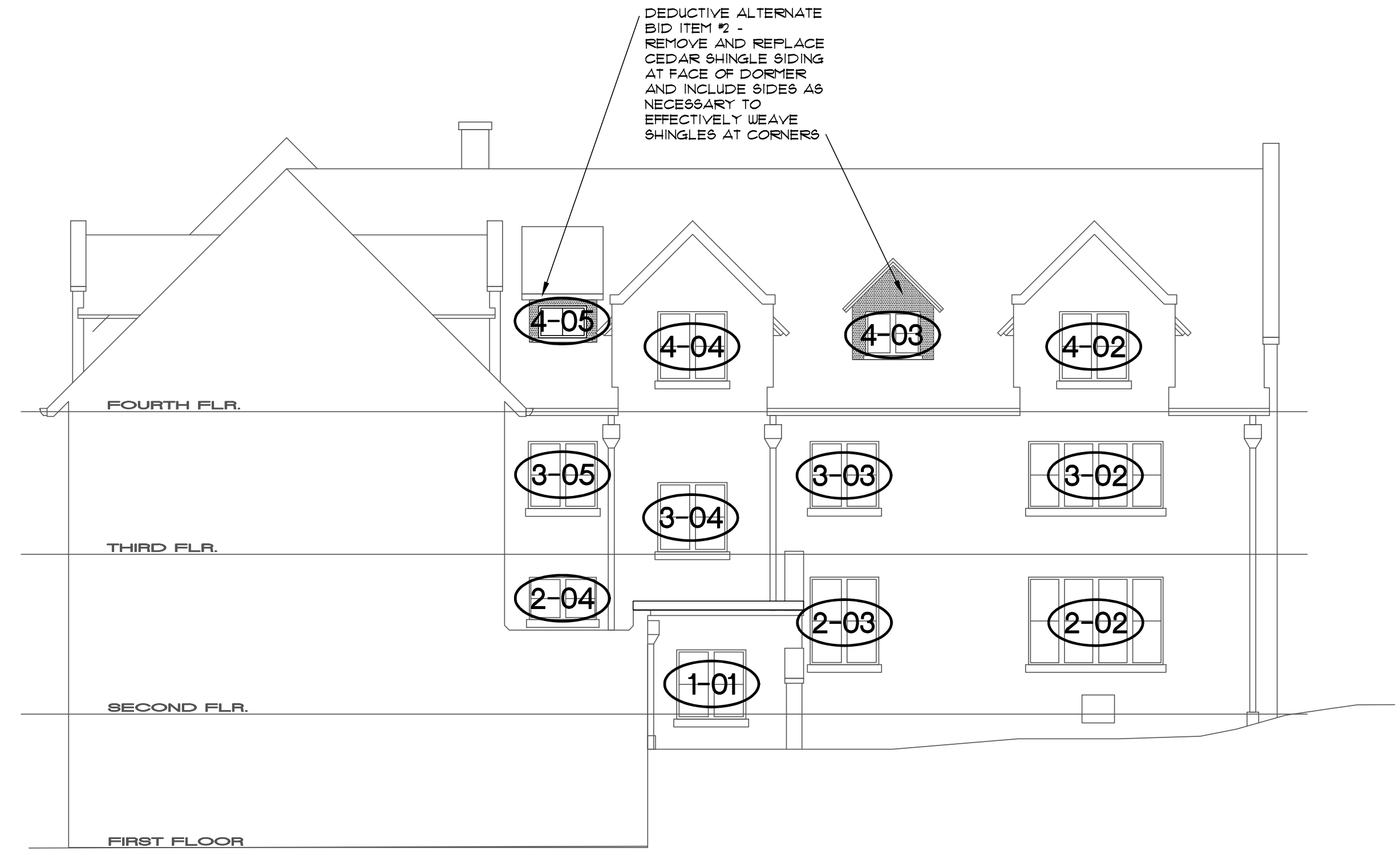


2 ELEVATION A
A3 1/8" = 1'-0"



3 ELEVATION B
A3 1/8" = 1'-0"

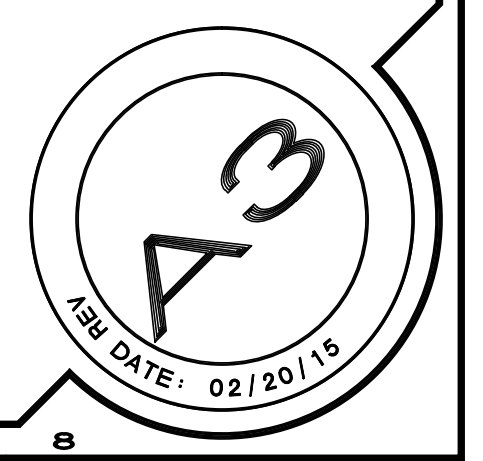
4 ELEVATION C
A3 1/8" = 1'-0"



5 ELEVATION D
A3 1/8" = 1'-0"

- NOTES:**
- VINYL WINDOW UNITS SHALL BE CASCADE WINPRO SERIES WINDOW UNITS WITH SIGHT LINE ADAPTER WITH PRE-FINISHED PAINTED EXTERIOR (CASCADE COLOR COAT #322-2. FLASHING SHALL BE PRE-FINISHED METAL (CASCADIA METAL, DARK BRONZE PP2459).
 - PROVIDE WOOD TRIM AT INTERIOR OF NEW WINDOW ASSEMBLY AS INDICATED ON DETAILS. PROVIDE PAINTED FINISH TO MATCH INTERIOR COLOR OF VINYL WINDOW UNITS AT TYP. WINDOWS. PROVIDE STAINED WOOD TRIM TO MATCH ADJACENT WOODWORK AT WINDOWS 2-15, 3-17 AND 4-15.
 - PROJECT SCOPE INCLUDES PAINTING THE EXTERIOR FACES OF ALL EXISTING EXTERIOR WOOD AND METAL DOORS AND FRAMES ON SOUTH AND WEST BUILDING ELEVATIONS (INCLUDING ATTACHED SIDELIGHTS AND TRANSOMS). COLOR: CUSTOM MATCH TO NEW VINYL WINDOW UNITS (CASCADE COLOR COAT #322-2).
 - REMOVE EXISTING PROTECTIVE GUARD FROM EXTERIOR OF WINDOW 1-105 PRIOR TO REPLACING WINDOW ASSEMBLY AND REINSTALL PROTECTIVE GUARD AFTER WINDOW REPLACEMENT IS COMPLETE.
 - WINDOWS 2-04 THRU 2-15 ARE SHOWN WITH DASHED LINES TO INDICATE THAT THESE WINDOWS ARE PARTIALLY HIDDEN BY PARAPETS AND PATIO ROOF STRUCTURE IN THE SOUTH BUILDING ELEVATION.
 - WINDOWS 2-04 THRU 2-14 HAVE EXISTING BASE FLASHING TO THE ADJACENT MEMBRANE ROOFING ASSEMBLY. MAINTAIN THESE FLASHING ASSEMBLIES.
 - EXISTING FIRE ESCAPES, EXTERIOR METAL STAIR ASSEMBLIES AND ADJACENT STRUCTURES ARE NOT SHOWN ON BUILDING ELEVATIONS FOR CLARITY.

WESTERN OREGON UNIVERSITY WINDOW REPLACEMENT PROJECT PHASE II
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FIRST FLOOR WINDOW SCHEDULE

MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
1-01	60x60	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-02	88x60	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-03	88x60	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-04	56x60	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-05	88x86	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 2
1-06	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 8
1-07	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 8
1-08	88x86	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-09	56x60	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-10	86x84	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-11	86x84	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-12	56x76	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-13	56x76	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-14	56x76	2	SINGLE HUNG	GROUP 5	GROUP 6	1

WINDOW DETAIL GROUPS

GROUP	RELATED DETAILS
GROUP 1	1B/A4, 14/A4, 1V/A4, 1T/A4
GROUP 2	1A/A4, 1G/A4, 1M/A4, 1S/A4
GROUP 3	1D/A4, 1U/A4, 1P/A4, 1V/A4
GROUP 4	1C/A4, 1I/A4, 1O/A4, 1U/A4
GROUP 5	1F/A4, 1L/A4, 1R/A4, 1X/A4
GROUP 6	1E/A4, 1K/A4, 1Q/A4, 1W/A4

WINDOW COMMENTS

- PROVIDE PAINTED WOOD TRIM AT INTERIOR OF NEW WINDOW ASSEMBLY AS INDICATED ON DETAILS. PROVIDE PAINTED FINISH TO MATCH COLOR OF VINYL WINDOW UNITS.
- REMOVE EXISTING PROTECTIVE GUARD FROM EXTERIOR OF WINDOW 1-09 PRIOR TO REPLACING WINDOW ASSEMBLY AND REINSTALL PROTECTIVE GUARD AFTER WINDOW REPLACEMENT IS COMPLETE. WINDOWS 2-04 THRU 2-15 HAVE BASE FLASHING TO THE ADJACENT TEMPERANE ROOFING SYSTEM. MAINTAIN THIS FLASHING WEATHER TIGHT.
- WINDOWS 4-03, 4-05, 4-07, 4-09, 4-11, 4-13, 4-14 AND 4-16 HAVE BASE FLASHING TO ADJACENT COMPOSITION SHINGLE ROOFING SYSTEM. MAINTAIN THIS FLASHING WEATHER TIGHT.
- EXISTING WINDOW OPENING 4-10 HAS ONE SLIDER WINDOW IN LIEU OF THE ORIGINAL TWO SINGLE HUNG WINDOWS. PROVIDE CENTER MULL FRAMING AND TRIM TO MATCH TYPICAL EXISTING WINDOW OPENINGS. PAINT INTERIOR TO MATCH ADJACENT WINDOW TRIM.
- NOTE EXISTING FIRE ESCAPE ASSEMBLIES AND STAIR RAILINGS LOCATED ADJACENT TO SOME WINDOW OPENINGS. COORDINATE REMOVAL OF STAIR ASSEMBLIES TO ALLOW WINDOW REPLACEMENT. PROVIDE OBSCURE GLASS AT LAVATORY WINDOWS (3-05, 3-15, 3-16 4-05 AND 4-13).
- PROVIDE TEMPERED GLASS IN WINDOWS WITH SILL HEIGHT OF LESS THAN 18" AND POSITIONED LESS THAN 36" FROM A WALKING SURFACE (1-06 AND 1-07).
- PROVIDE STAINED AND VARNISHED INTERIOR WOOD TRIM TO MATCH ADJACENT WOODWORK.
- DETAIL 1K/A4 DOES NOT APPLY TO WINDOWS 5-01 OR 5-02. DETAILS SIMILAR TO DETAIL GROUP 6 EXCEPT THAT NO NEW WOOD TRIM IS REQUIRED AT WINDOW INTERIOR.

SECOND FLOOR WINDOW SCHEDULE

MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
2-01	60x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-02	115x86	4	SINGLE HUNG	GROUP 5	GROUP 6	1
2-03	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-04	60x46	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-05	88x46	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-06	88x46	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-07	56x46	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-08	56x46	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-09	30x86	1	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-10	58x86	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-11	58x86	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3, 6
2-12	86x86	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-13	86x86	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-14	86x86	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-15	86x86	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 3, 9
2-16	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-17	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-18	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1

WOU TODD HALL FIRE ESCAPE ANALYSIS

EXIT SYSTEM W/O FIRE ESCAPES

WEST EXIT ACCESS TRAVEL DISTANCE	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
300'-0"	280'-11"	PASS	PASS
EAST EXIT ACCESS TRAVEL DISTANCE	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
300'-0"	239'-0"	PASS	PASS
COMMON PATH OF EGRESS TRAVEL	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
100'-0"	55'-8"	PASS	PASS
DEAD END CORRIDOR LENGTH	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
50'-0"	39'-8"	PASS	PASS
NUMBER OF EXITS (397 OCCUPANTS)	MINIMUM REQUIRED	EXISTING CONDITION	STATUS
2	2 (PER FLR.)	PASS	PASS

OTHER CONSIDERATIONS

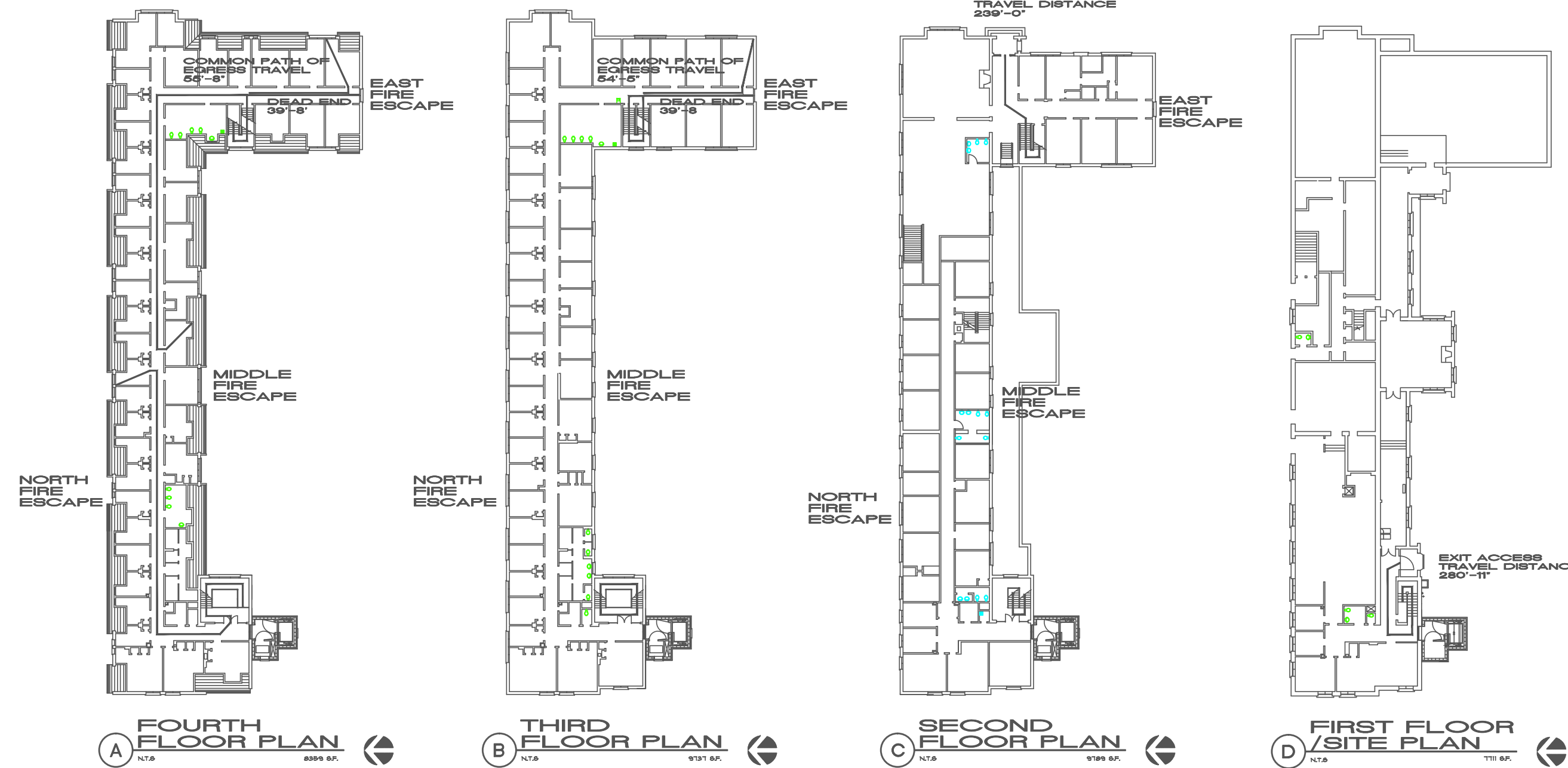
- BUILDING IS FIRE SPRINKLED IN CONFORMANCE WITH NFPA 13
- CORRIDORS ARE NOT REQUIRED TO BE FIRE RATED
- STAIRS NOT ENCLOSED OR FIRE RATED

THIRD FLOOR WINDOW SCHEDULE

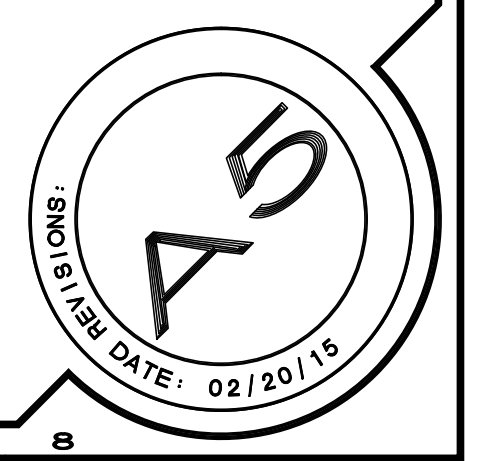
MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
3-01	60x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 6
3-02	115x63	4	SINGLE HUNG	GROUP 5	GROUP 6	1
3-03	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-04	60x72	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-05	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 7
3-06	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-07	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-08	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-09	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-10	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-11	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 6
3-12	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-13	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-14	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-15	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 7
3-16	42x54	1	SINGLE HUNG	GROUP 5	GROUP 6	1, 7
3-17	58x63	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 9
3-18	56x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-19	56x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-20	56x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1

FOURTH FLOOR WINDOW SCHEDULE

MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
4-01	60x69	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 6
4-02	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-03	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-04	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-05	42x28	2	SLIDER	GROUP 1	GROUP 2	1, 4, 7
4-06	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-07	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-08	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1, 5
4-09	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-10	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1, 6
4-11	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-12	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-13	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4, 7
4-14	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-15	84x68	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 9
4-16	42x42	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-17	56x68	2	SINGLE HUNG	GROUP 5	GROUP 6	1
4-18	56x68	2	SINGLE HUNG	GROUP 5	GROUP 6	1
5-01	30x58	1	SINGLE HUNG	GROUP 5	GROUP 6	10, 11
5-02	30x54	1	SINGLE HUNG	GROUP 5	GROUP 6	10, 11



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FIRST FLOOR WINDOW SCHEDULE

MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
1-01	60x60	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-02	88x60	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-03	88x60	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-04	56x60	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-05	88x86	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 2
1-06	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 8
1-07	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 8
1-08	88x86	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-09	56x60	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-10	86x84	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-11	86x84	3	SINGLE HUNG	GROUP 5	GROUP 6	1
1-12	56x76	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-13	56x76	2	SINGLE HUNG	GROUP 5	GROUP 6	1
1-14	56x76	2	SINGLE HUNG	GROUP 5	GROUP 6	1

WINDOW DETAIL GROUPS

GROUP	RELATED DETAILS
GROUP 1	1B/A4, 14/A4, 1V/A4, 1T/A4
GROUP 2	1A/A4, 1G/A4, 1M/A4, 1S/A4
GROUP 3	1D/A4, 1U/A4, 1P/A4, 1V/A4
GROUP 4	1C/A4, 1I/A4, 1O/A4, 1U/A4
GROUP 5	1F/A4, 1L/A4, 1R/A4, 1X/A4
GROUP 6	1E/A4, 1K/A4, 1Q/A4, 1W/A4

WINDOW COMMENTS

- PROVIDE PAINTED WOOD TRIM AT INTERIOR OF NEW WINDOW ASSEMBLY AS INDICATED ON DETAILS. PROVIDE PAINTED FINISH TO MATCH COLOR OF VINYL WINDOW UNITS.
- REMOVE EXISTING PROTECTIVE GUARD FROM EXTERIOR OF WINDOW 1-09 PRIOR TO REPLACING WINDOW ASSEMBLY AND REINSTALL PROTECTIVE GUARD AFTER WINDOW REPLACEMENT IS COMPLETE. WINDOWS 2-04 THRU 2-15 HAVE BASE FLASHING TO THE ADJACENT TEMPERANE ROOFING SYSTEM. MAINTAIN THIS FLASHING WEATHER TIGHT.
- WINDOWS 4-03, 4-05, 4-07, 4-09, 4-11, 4-13, 4-14 AND 4-16 HAVE BASE FLASHING TO ADJACENT COMPOSITION SHINGLE ROOFING SYSTEM. MAINTAIN THIS FLASHING WEATHER TIGHT.
- EXISTING WINDOW OPENING 4-10 HAS ONE SLIDER WINDOW IN LIEU OF THE ORIGINAL TWO SINGLE HUNG WINDOWS. PROVIDE CENTER MULL FRAMING AND TRIM TO MATCH TYPICAL EXISTING WINDOW OPENINGS. PAINT INTERIOR TO MATCH ADJACENT WINDOW TRIM.
- NOTE EXISTING FIRE ESCAPE ASSEMBLIES AND STAIR RAILINGS LOCATED ADJACENT TO SOME WINDOW OPENINGS. COORDINATE REMOVAL OF STAIR ASSEMBLIES TO ALLOW WINDOW REPLACEMENT. PROVIDE OBSCURE GLASS AT LAVATORY WINDOWS (3-05, 3-15, 3-16 4-05 AND 4-13).
- PROVIDE TEMPERED GLASS IN WINDOWS WITH SILL HEIGHT OF LESS THAN 18" AND POSITIONED LESS THAN 36" FROM A WALKING SURFACE (1-06 AND 1-07).
- PROVIDE STAINED AND VARNISHED INTERIOR WOOD TRIM TO MATCH ADJACENT WOODWORK.
- DETAIL 1K/A4 DOES NOT APPLY TO WINDOWS 5-01 OR 5-02. DETAILS SIMILAR TO DETAIL GROUP 6 EXCEPT THAT NO NEW WOOD TRIM IS REQUIRED AT WINDOW INTERIOR.

SECOND FLOOR WINDOW SCHEDULE

MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
2-01	60x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-02	115x86	4	SINGLE HUNG	GROUP 5	GROUP 6	1
2-03	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-04	60x46	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-05	88x46	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-06	88x46	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-07	56x46	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-08	56x46	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-09	30x86	1	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-10	58x86	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-11	58x86	2	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3, 6
2-12	86x86	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-13	86x86	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-14	86x86	3	SINGLE HUNG	GRP. 5 SIM.	GRP. 6 SIM.	1, 3
2-15	86x86	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 3, 9
2-16	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-17	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1
2-18	56x86	2	SINGLE HUNG	GROUP 5	GROUP 6	1

WOU TODD HALL FIRE ESCAPE ANALYSIS

EXIT SYSTEM W/O FIRE ESCAPES

WEST EXIT ACCESS TRAVEL DISTANCE	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
300'-0"	280'-11"	PASS	PASS
EAST EXIT ACCESS TRAVEL DISTANCE	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
300'-0"	239'-0"	PASS	PASS
COMMON PATH OF EGRESS TRAVEL	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
100'-0"	55'-8"	PASS	PASS
DEAD END CORRIDOR LENGTH	MAXIMUM ALLOWED	EXISTING CONDITION	STATUS
50'-0"	39'-8"	PASS	PASS
NUMBER OF EXITS (397 OCCUPANTS)	MINIMUM REQUIRED	EXISTING CONDITION	STATUS
2	2 (PER FLR.)	PASS	PASS

OTHER CONSIDERATIONS

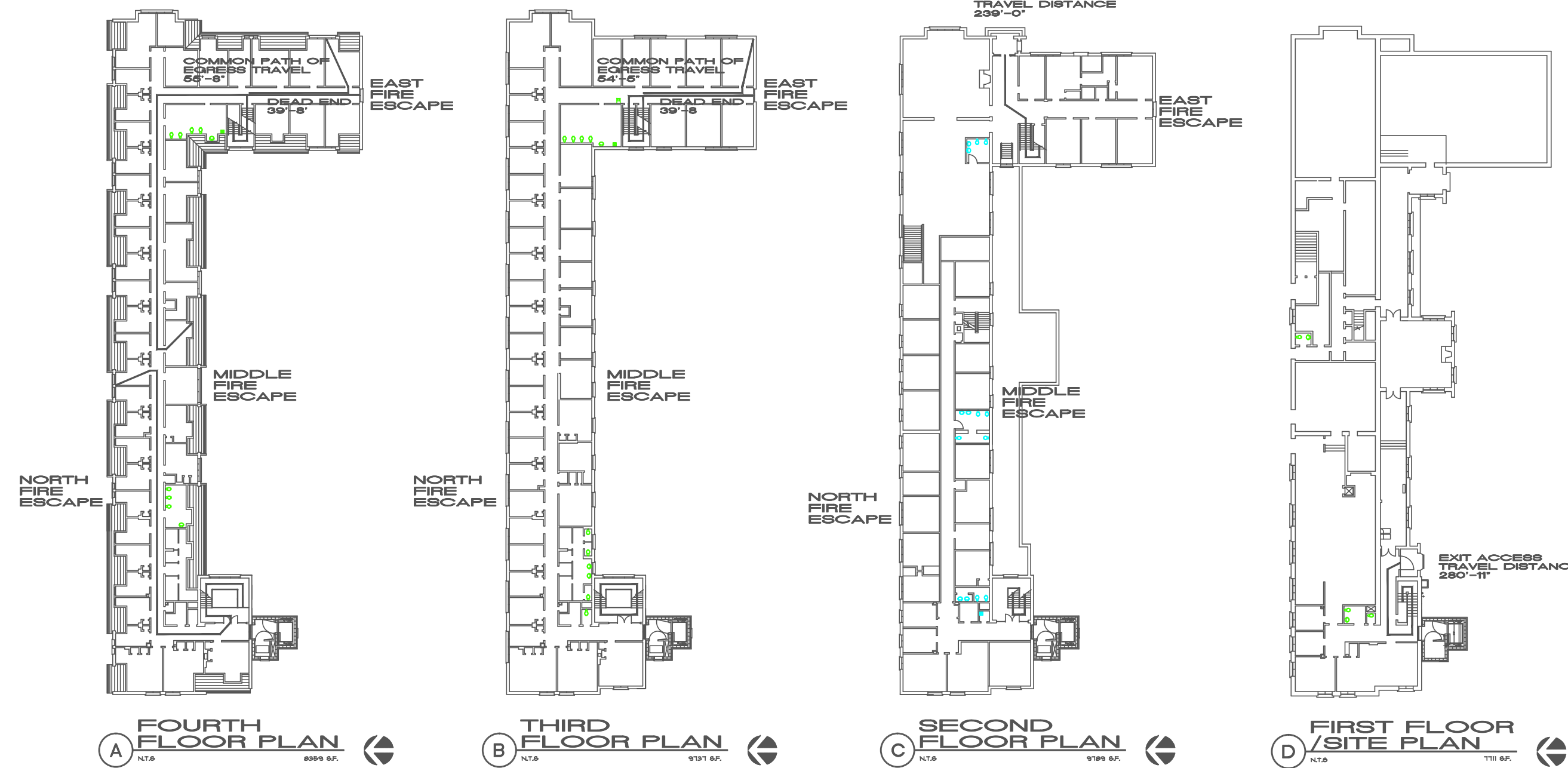
- BUILDING IS FIRE SPRINKLED IN CONFORMANCE WITH NFPA 13
- CORRIDORS ARE NOT REQUIRED TO BE FIRE RATED
- STAIRS NOT ENCLOSED OR FIRE RATED

THIRD FLOOR WINDOW SCHEDULE

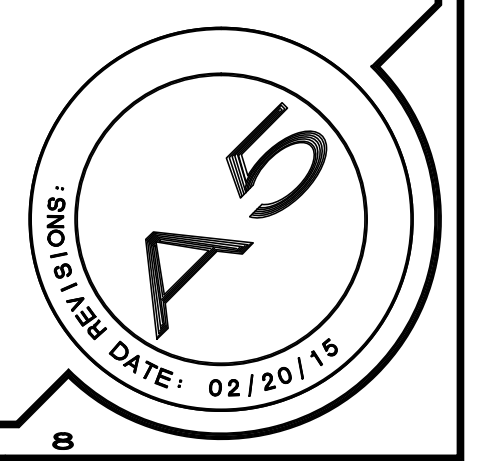
MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
3-01	60x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 6
3-02	115x63	4	SINGLE HUNG	GROUP 5	GROUP 6	1
3-03	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-04	60x72	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-05	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 7
3-06	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-07	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-08	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-09	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-10	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-11	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 6
3-12	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-13	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-14	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-15	58x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 7
3-16	42x54	1	SINGLE HUNG	GROUP 5	GROUP 6	1, 7
3-17	58x63	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 9
3-18	56x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-19	56x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1
3-20	56x63	2	SINGLE HUNG	GROUP 5	GROUP 6	1

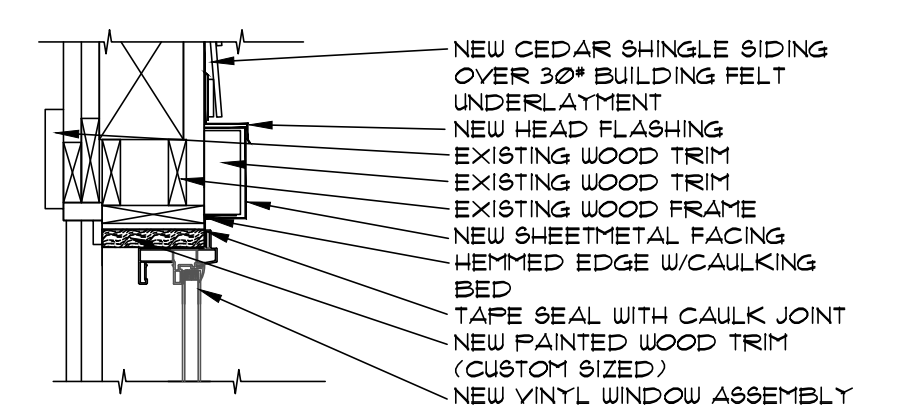
FOURTH FLOOR WINDOW SCHEDULE

MARK	NOM. ASSEMBLY SIZE	NUMBER OF UNITS	ACTION TYPE	EXISTING WINDOW DETAIL GROUP	NEW WINDOW DETAIL GROUP	COMMENTS
4-01	60x69	2	SINGLE HUNG	GROUP 5	GROUP 6	1, 6
4-02	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-03	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-04	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-05	42x28	2	SLIDER	GROUP 1	GROUP 2	1, 4, 7
4-06	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-07	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-08	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1, 5
4-09	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-10	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1, 6
4-11	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-12	56x68	2	SINGLE HUNG	GROUP 3	GROUP 4	1
4-13	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4, 7
4-14	48x44	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-15	84x68	3	SINGLE HUNG	GROUP 5	GROUP 6	1, 9
4-16	42x42	2	SINGLE HUNG	GROUP 1	GROUP 2	1, 4
4-17	56x68	2	SINGLE HUNG	GROUP 5	GROUP 6	1
4-18	56x68	2	SINGLE HUNG	GROUP 5	GROUP 6	1
5-01	30x58	1	SINGLE HUNG	GROUP 5	GROUP 6	10, 11
5-02	30x54	1	SINGLE HUNG	GROUP 5	GROUP 6	10, 11

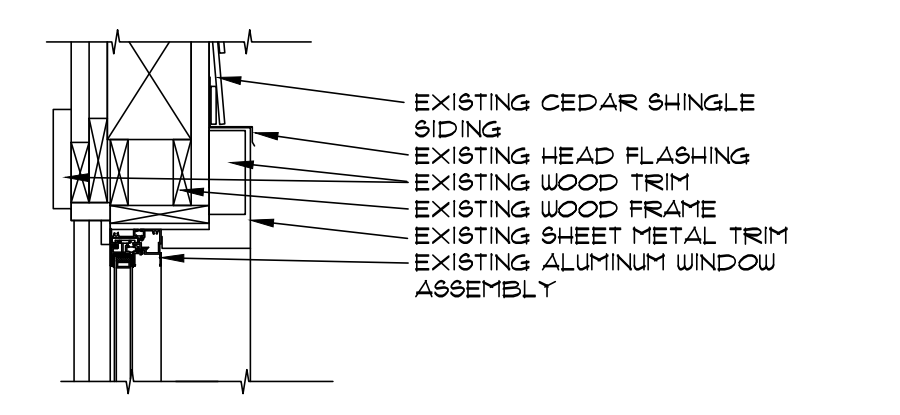


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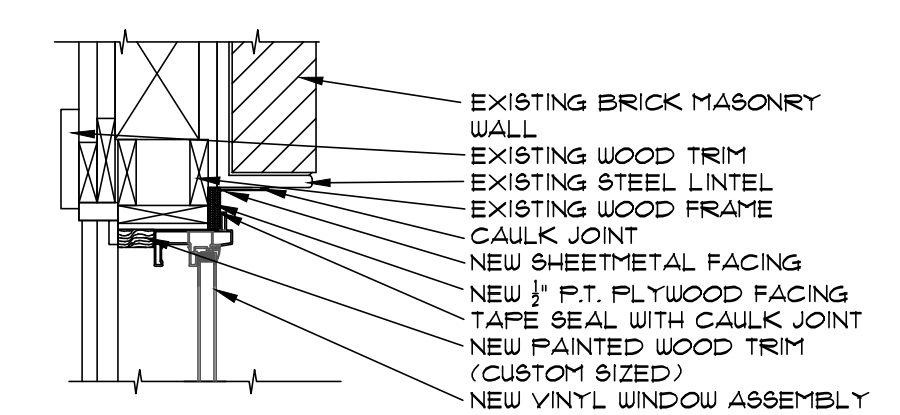




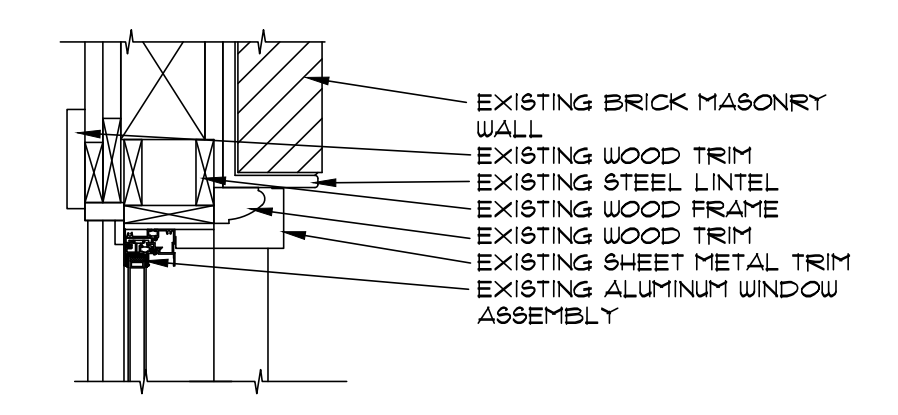
A-NEW HEAD 1



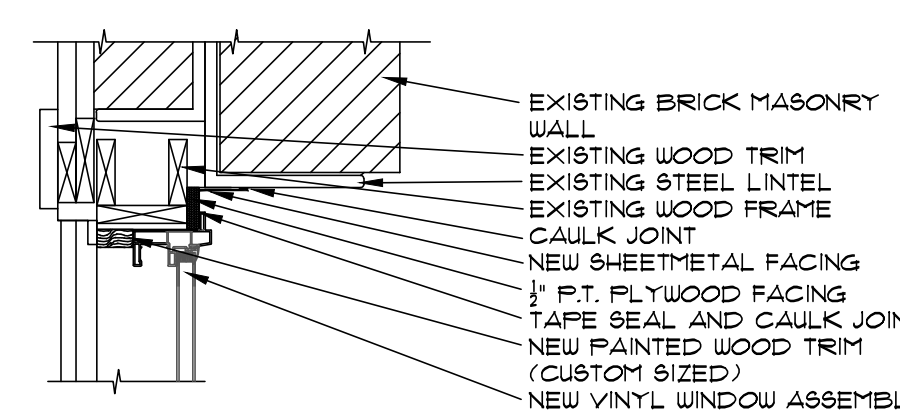
B-EXISTING HEAD 1



C-NEW HEAD 2

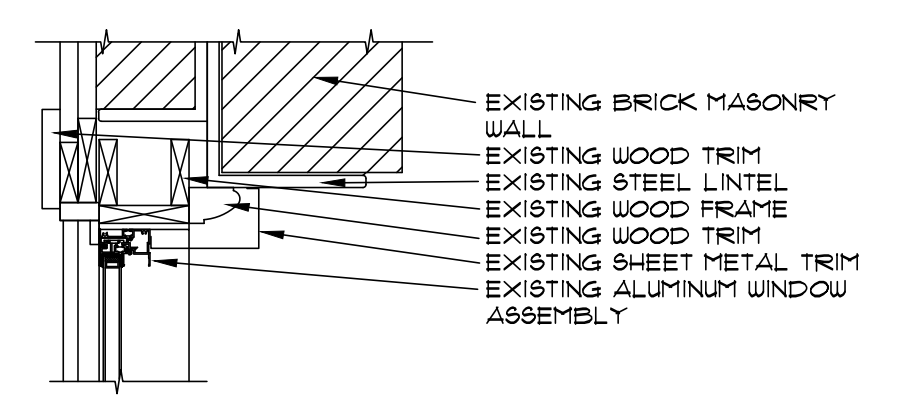


D-EXISTING HEAD 2

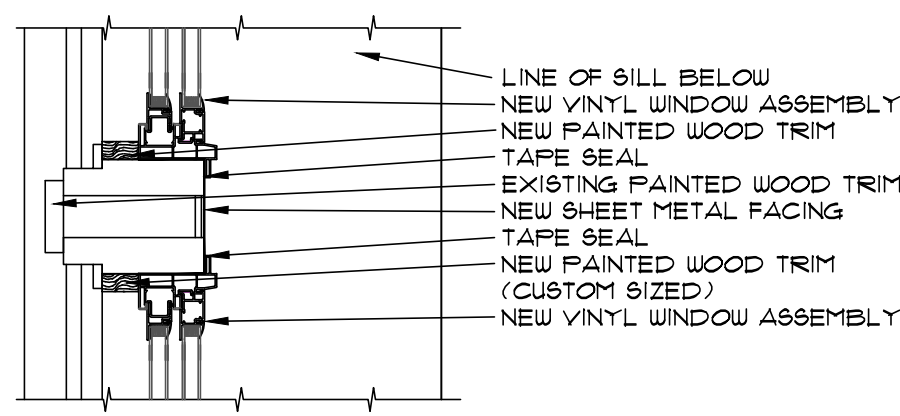


E-NEW HEAD 3

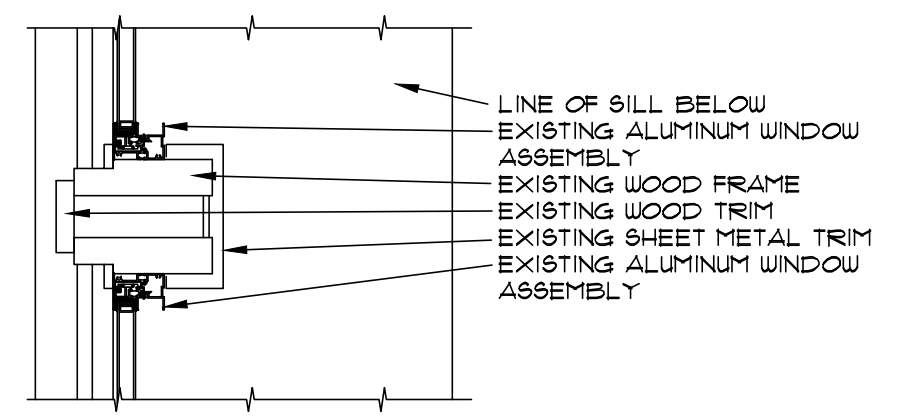
WINDOWS # 5-01 AND 5-02 DO NOT REQUIRE NEW PAINTED WOOD TRIM



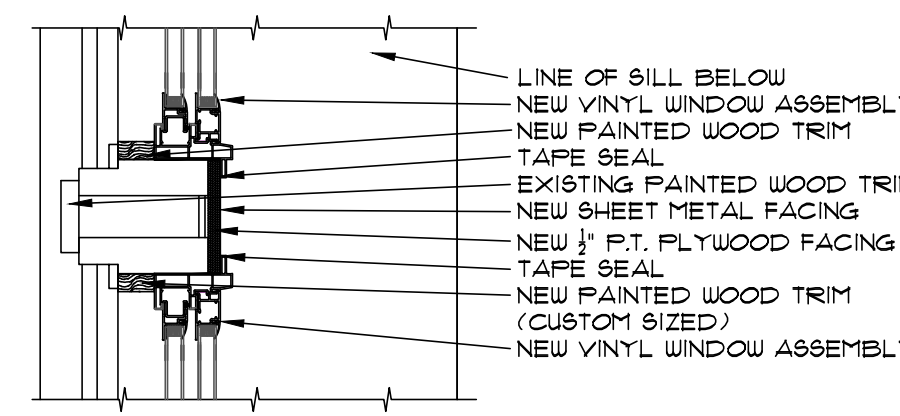
F-EXISTING HEAD 3



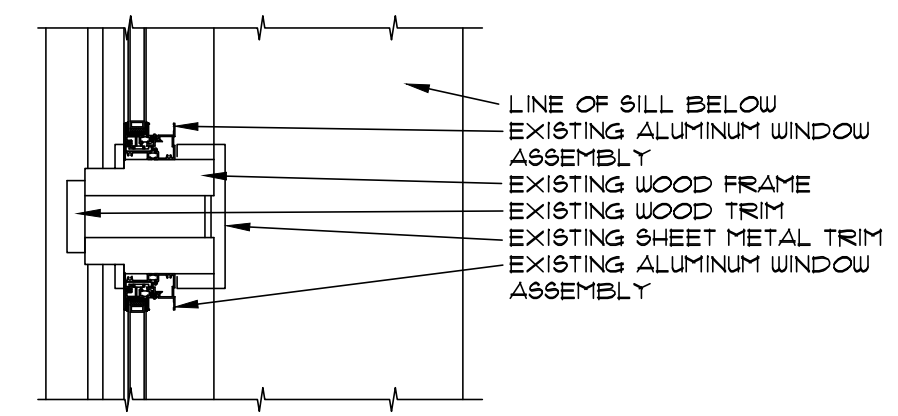
G-NEW MULL 1



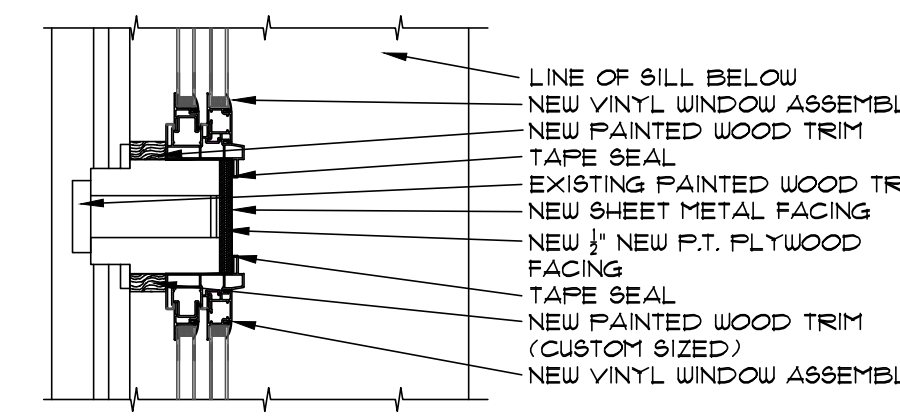
H-EXISTING MULL 1



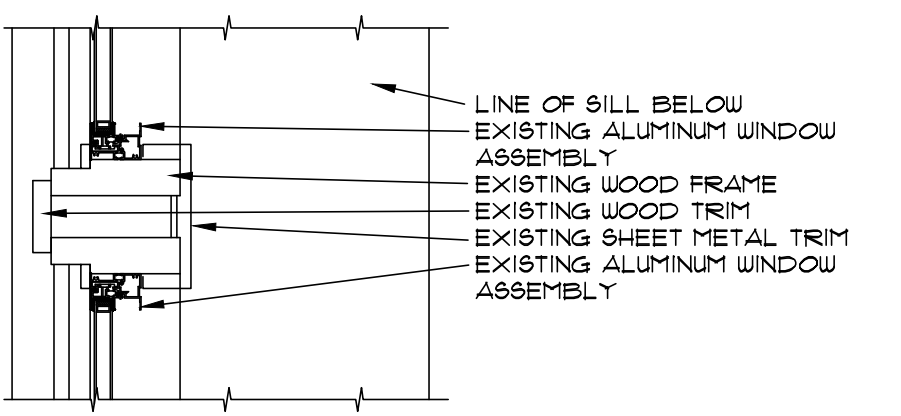
I-NEW MULL 2



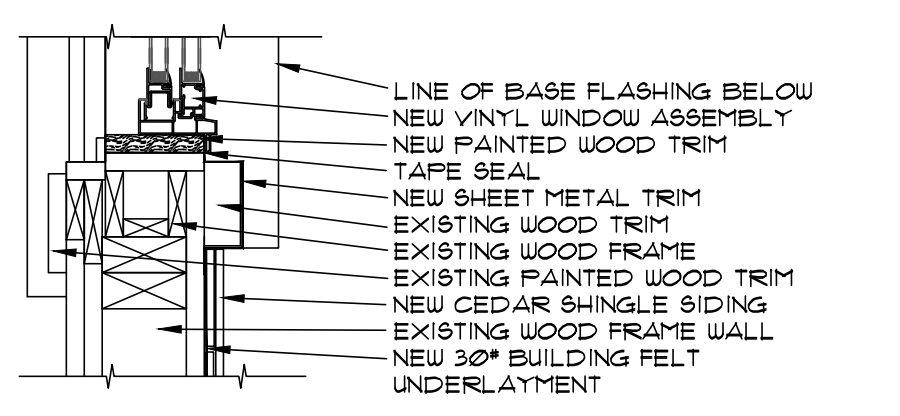
J-EXISTING MULL 2



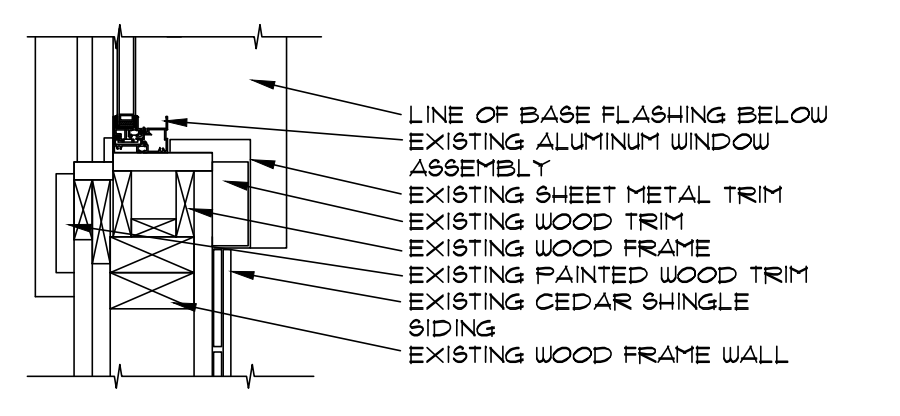
K-NEW MULL 3



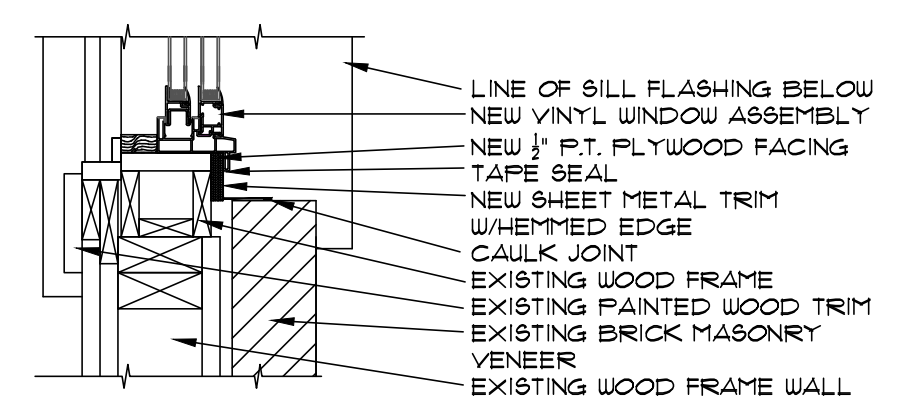
L-EXISTING MULL 3



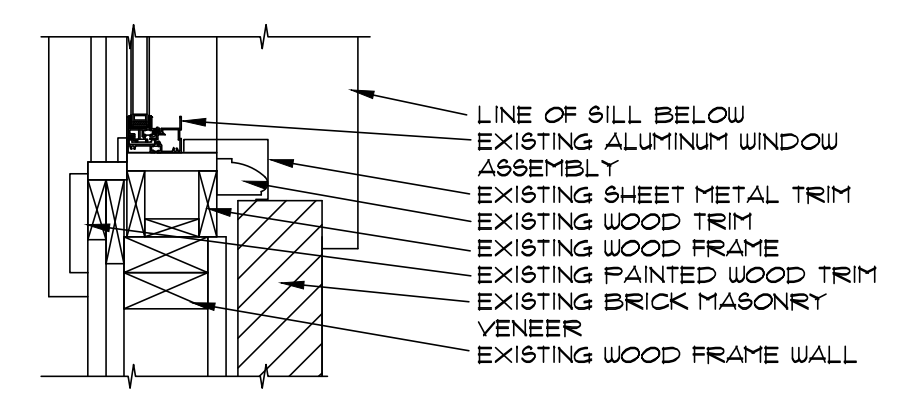
M-NEW JAMB 1



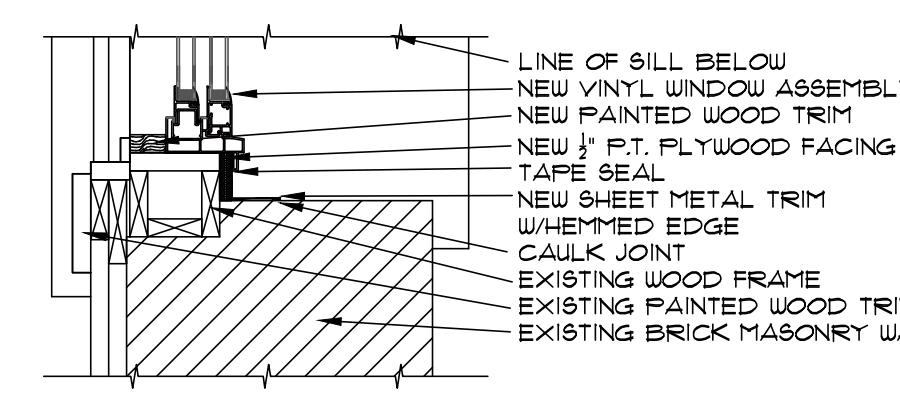
N-EXISTING JAMB 1



O-NEW JAMB 2

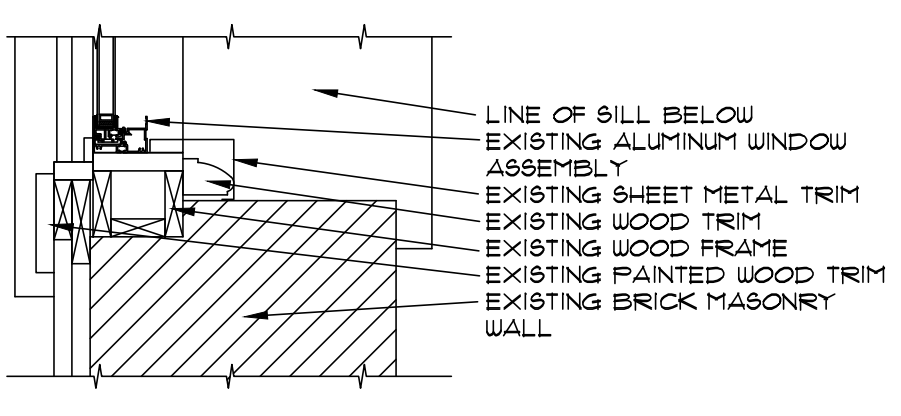


P-EXISTING JAMB 2

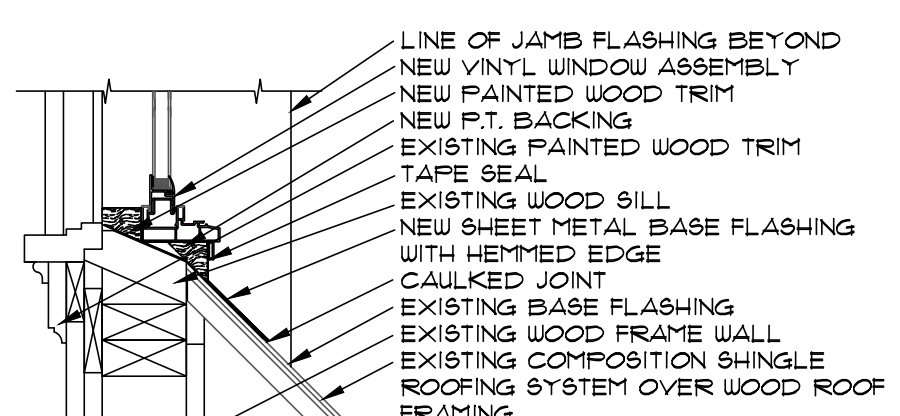


Q-NEW JAMB 3

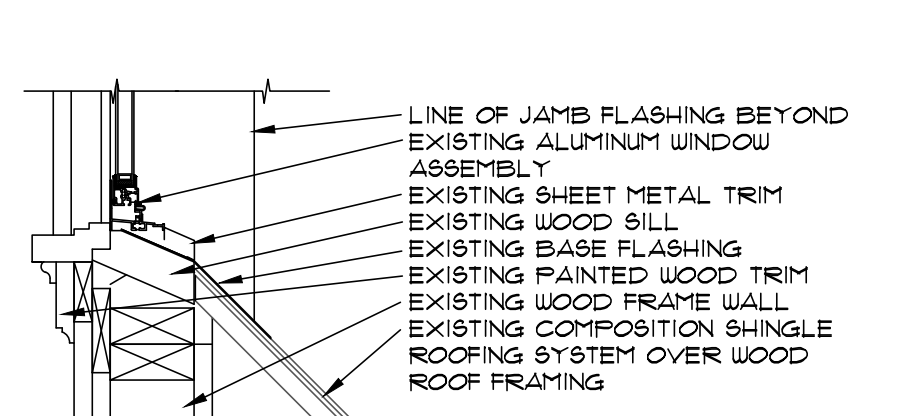
WINDOWS # 5-01 AND 5-02 DO NOT REQUIRE NEW PAINTED WOOD TRIM



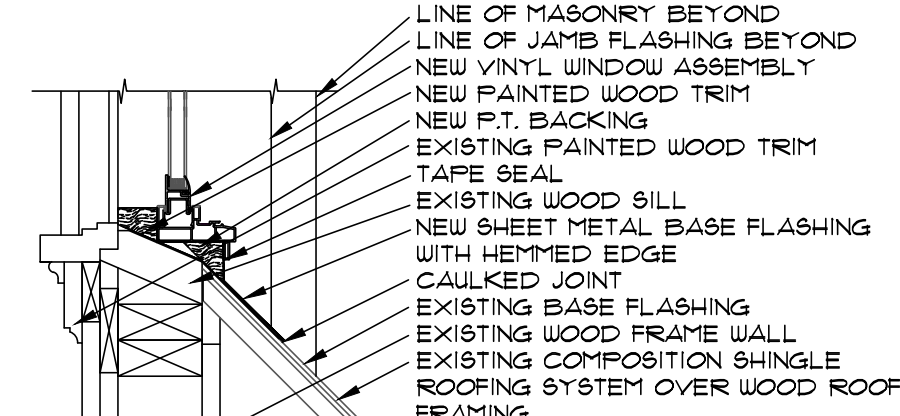
R-EXISTING JAMB 3



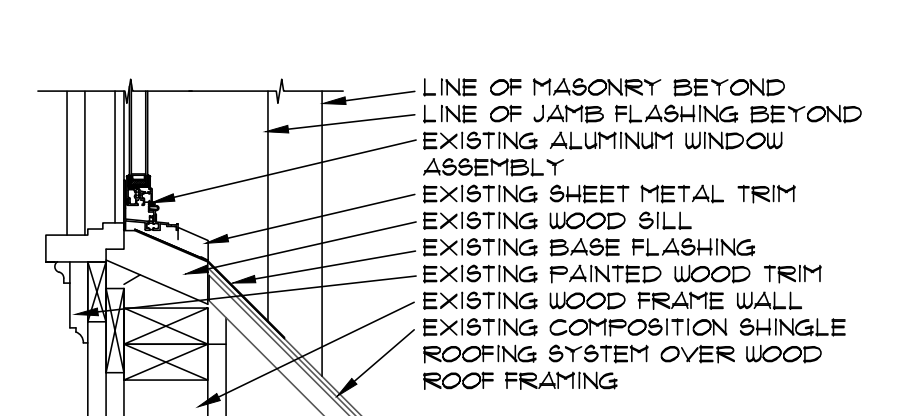
S-NEW SILL 1



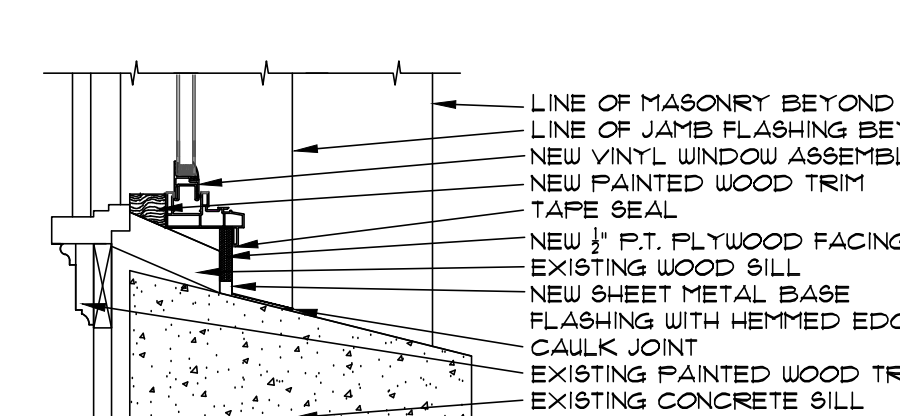
T-EXISTING SILL 1



U-NEW SILL 2

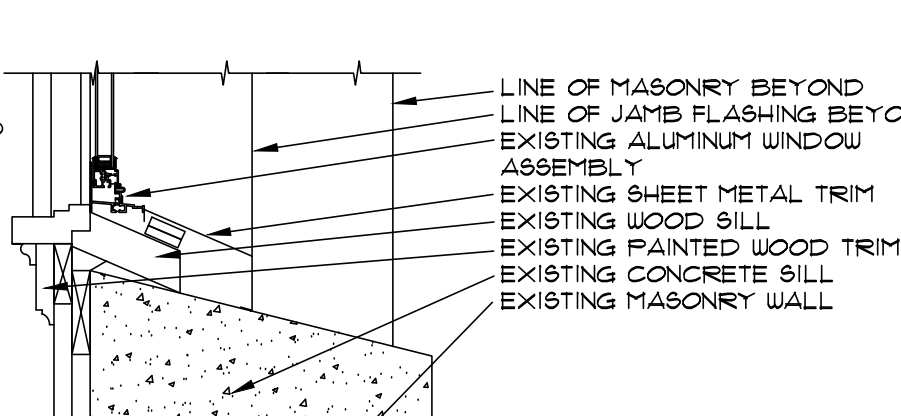


V-EXISTING SILL 2



W-NEW SILL 3

WINDOWS # 5-01 AND 5-02 DO NOT REQUIRE NEW PAINTED WOOD TRIM



X-EXISTING SILL 3

1 WINDOW DETAILS
A4 1/2" = 1'-0"

DETAILING IS ILLUSTRATED AS OBSERVED AT WINDOW I-23. THE ORIGINAL WOOD WINDOW FRAME WAS OBSERVED TO BE IN GENERALLY SOUND CONDITION. SOME VARIATION IN DETAILING AND CONDITION SHALL BE ASSUMED TO EXIST. CONTRACTOR SHALL COMPLETE ONE TYPICAL WINDOW REPLACEMENT INSTALLATION FOR THE OWNER'S REPRESENTATIVE'S APPROVAL PRIOR TO BEGINNING INSTALLATION OF THE BALANCE OF THE WINDOWS.

WESTERN OREGON UNIVERSITY
WINDOW REPLACEMENT PROJECT PHASE II
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