

ATTENTION BIDDERS

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

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

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

litchfid@wou.edu

Or

Fax: 503 838-8081

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



REQUEST FOR PROPOSALS

LANDERS HALL REMODEL PROJECT

PROJECT MANAGER:

Brad Huggins
Phone: 503-838-8180
FAX: 503-838-8081
Email: hugginsb@wou.edu

MAILING ADDRESS

Western Oregon University
345 North Monmouth Avenue
Monmouth, Oregon 97361

ISSUE DATE
May 20, 2015

LANDERS HALL REMODEL PROJECT

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- Architect drawings dated 5-19-2015
- Landers Hall Remodel Specifications 5-19-2015

NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

Western Oregon University (WOU) is accepting Proposals for a public improvement project at the WOU campus until **3:00 PM, Pacific Time, Thursday, June 11, 2015** for the LANDERS HALL REMODEL PROJECT located on the campus of Western Oregon University, in Monmouth, Oregon. The project is generally described as:

Selective demolition of existing CMU and drywall soffits; construction of new soffits; replacement of exterior doors; new lighting, select new plumbing fixtures; rework of existing IT cabling and devices; repainting and new painting; selective tile work; new toilet exhaust fans. The budget for this work is \$800, 000 to \$1M.

Proposals must be received by **3:00 PM, Thursday, June 11, 2015**, at Western Oregon University by the following OUS representative or designee.

Brad Huggins
WOU Planning Office
Western Oregon University
345 N. Monmouth Ave.
Monmouth OR 97361

Phone: 503 838-8180
Email: hugginsb@wou.edu

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 – May 20, 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 are 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 for 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: **LANDERS HALL REMODEL PROJECT**

The following modify the Oregon University System "Instructions to Bidders" 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

Western Oregon University (WOU) plans to use the RFP process to select a general contractor to do the work under this project. The primary scope of work is described as follows: Selective demolition of existing CMU and drywall soffits; construction of new soffits; repainting of doors; installation of new exterior doors; new carpeting(*); new lighting; select new plumbing fixtures; rework of existing IT cabling; repainting and new painting; selective tile work; new countertops in the restrooms; replacement of the six (6) existing roof-top restroom fans to provide the maximum amount of air flow based on the existing ducts; reworking of the electrical system to provide emergency lighting and hall lighting on motion detectors.

This is a turnkey project that must be (partially) completed by September 11, 2015 (see further information under the attached B-6 Document, the sample public improvement contract).

**WOU will be contracting directly with Shaw Carpets for this work. Proposers will coordinate the installation of the carpet and base with the other activities.*

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.

May 20, 2015	Issue/Post RFP
May 28, 2015 (10:00 AM)	Mandatory Pre-bid Walkthrough, Meet in Physical Plant Conference Room
June 2, 2015 (3:00 PM)	Proposers' Request for Clarification Due; Substitution Requests Due
June 4, 2015 (10:00 AM)	Issue Final Addendum (if necessary)
June 11, 2015 (3:00 PM)	Closing Date, RFP Response Due
June 16, 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 other criteria in addition to 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") and bound. Comb or spiral binding is not mandatory. Fold-outs pages, not exceeding 11" x 17", are only allowed for a Project schedule and site logistics plan (as needed) – 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, Thursday, June 11, 2015

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

Brad Huggins (hugginsb@wou.edu)
WOU Planning Office
Western Oregon University
345 N. Monmouth Ave.
Monmouth OR 97361

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

Proposals which were telephoned, faxed, or only electronically submitted 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⁾

(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:

Only companies that can document their recent experience with similar remodeling 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 who have recently (within the last 5 years) managed and supervised remodeling projects of similar size, setting, scope, and schedule;
3. have a current Contractor license with the State of Oregon;
4. be able to provide bonding and insurance for the full value of the Project;
5. be free of any litigated or arbitrated claims within the last ten (10) years;
6. 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 20)

Describe your company's experience on projects with similarities to the Landers Hall Remodel Project. Identify projects in 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 25)

Submit a proposed schedule that identifies key activities of the work, including, procurement, manufacturing, shipping, and installation activities.

4) Key Personnel: (Weight 15)

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 any Alternates. (Alternates, if exercised, will be added or 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 next 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 WOU. WOU 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:

Brad Huggins
WOU Planning Office
Western Oregon University
345 N. Monmouth Ave.
Monmouth OR 97361

Phone: 503-838-8180
Email: hugginsb@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), June 4, 2015. Submit written protest to Brad Huggins 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 the building, or past practices or policy interpretation from other projects with WOU or other state agencies or universities, should not be assumed as applicable to the Project unless specifically stated herein.

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 change or modify the specifications or the procurement process, an addendum to the RFP will be posted on the OUS Procurement website at <https://secure.ous.edu/bid/> and WOU's Planning Office website 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(s) 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 Finance and Administration, Administration Building 207G, 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/PWR_Oregon_2015.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

XXI. Attachments by Reference

BOLI PWR Book, Available at:

http://www.oregon.gov/boli/WHD/PWR/Pages/PWR_Oregon_2015.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 Obligee's procurement document (No. _____) for the project identified as: LANDERS HALL REMODEL PROJECT which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

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

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID FORM

OUS CAMPUS: WESTERN OREGON UNIVERSITY

PROJECT: LANDERS HALL REMODEL PROJECT

BID CLOSING DATE: 3:00 PM, Thursday, June 11, 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:

None at time of Bid Posting

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:

None at time of Bid Posting

4. The work shall be completed within the time stipulated and specified in Division 1, Section 01 1000, 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 LANDERS HALL REMODEL PROJECT (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 18, 2015**

NOTE: The two dates above apply to Pods 1, 2 & 3, the work in the common lounge and any site work. The comparable completion dates for the work in Pods 4, 5 & 6 shall be no later than 60 days following the above.

5. Tax Compliance.

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

6. Liquidated Damages.

Failure to complete the Work by the time specified in this Contract will result in actual damages to the OWNER. Since actual damages will be difficult or impossible to determine, it is agreed that the CONTRACTOR shall pay OWNER, not as a penalty but as liquidated damages (\$100 per bed that is deemed as needed, but yet is un-occupiable) per Day for each Day elapsed in excess of the Substantial Completion Date. The exact number of beds that are needed at the time of substantial completion shall be determined by the Owner at the start of construction and shall not exceed 150.

7. Integration

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

In witness whereof, the State of Oregon, acting by and through the Oregon State Board of Higher Education on behalf of **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

SAMPLE

OREGON UNIVERSITY SYSTEM
SUPPLEMENTAL GENERAL CONDITIONS

To The

GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS

Project Name LANDERS HALL REMODEL PROJECT

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

Section B Administration of the Contract:

B.4 Permits – The Owner has submitted the construction documents for the plan review with the City of Monmouth. The *Owner will pay for only the building permit*. Contractor is required to procure all other permits as required 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.

B.6 Superintendence – The Owner realizes that on a project of this size it may not be a prudent expense to have a Superintendent on site at all times when work is being performed. However, this does not relieve the Contractor from their obligation to: coordinate the tasks of their employees and subcontractors; make sure all work is completed safely and in accordance with the contract documents; ensure that all workers conduct themselves in a professional manner; ensure that all debris is picked up and contained or disposed of on a daily basis; attend to all other matters relating to the successful and timely completion of the work. A “working foreman” will be considered as adequate superintendence upon their demonstration of competency to the satisfaction of the Owner.

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 LANDERS HALL REMODEL PROJECT

_____ (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 LANDERS HALL REMODEL PROJECT

_____ (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

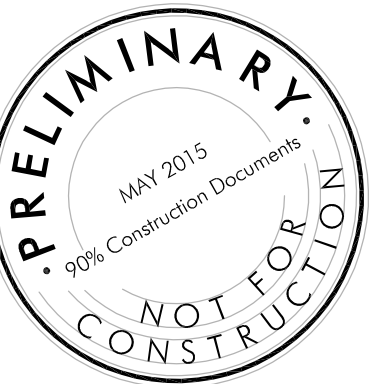
Address

City State Zip

Phone Fax

WESTERN OREGON UNIVERSITY: LANDERS HALL REMODEL

345 N MONMOUTH AVE MONMOUTH OR 97361



IN THE EVENT CONTACTS ARE DISCOVERED BETWEEN THE ORIGINAL SIGNED AND SEALED DOCUMENTS PREPARED BY THE ARCHITECTS AND/OR THEIR CONSULTANTS, AND ANY COPY OF THE DOCUMENTS TRANSMITTED BY MAIL, FAX, ELECTRONICALLY OR OTHERWISE, THE ORIGINAL SIGNED AND SEALED DOCUMENTS SHALL GOVERN.

PROJECT # 2015-29
DATE: 05/14/2015
REVISIONS

VICINITY GRAPHIC MAP:



DRAWING LIST:

- GENERAL DRAWINGS:**
G0.01 TITLE SHEET
- ARCHITECTURAL DRAWINGS:**
A1.11 COMPLEX PLAN
A1.21 LEVEL 01, 02, AND 03: FLOOR PLAN: PODS 1 AND 6
A1.22 LEVEL 01, 02, AND 03: FLOOR PLAN: PODS 2 AND 4
A1.23 LEVEL 01, 02, AND 03: FLOOR PLAN: PODS 3 AND 5
A1.24 LEVEL 01: FLOOR PLAN LOUNGE BUILDING
A2.51 INTERIOR CORRIDOR ELEVATIONS
A2.52 INTERIOR BATHROOM ELEVATIONS
A3.11 SECTION DETAILS
A3.12 SECTION DETAILS
A5.11 INTERIOR DETAILS
A6.03 REMODEL NOTES
A6.11 DOOR SCHEDULES
A6.12 FINISH SCHEDULES
- MEP DRAWINGS:**
M1.01 MECHANICAL HVAC
E1.01 ELECTRICAL LIGHTING
E1.02 ELECTRICAL POWER AND DATA
EF1.01 ELECTRICAL FIRE ALARM

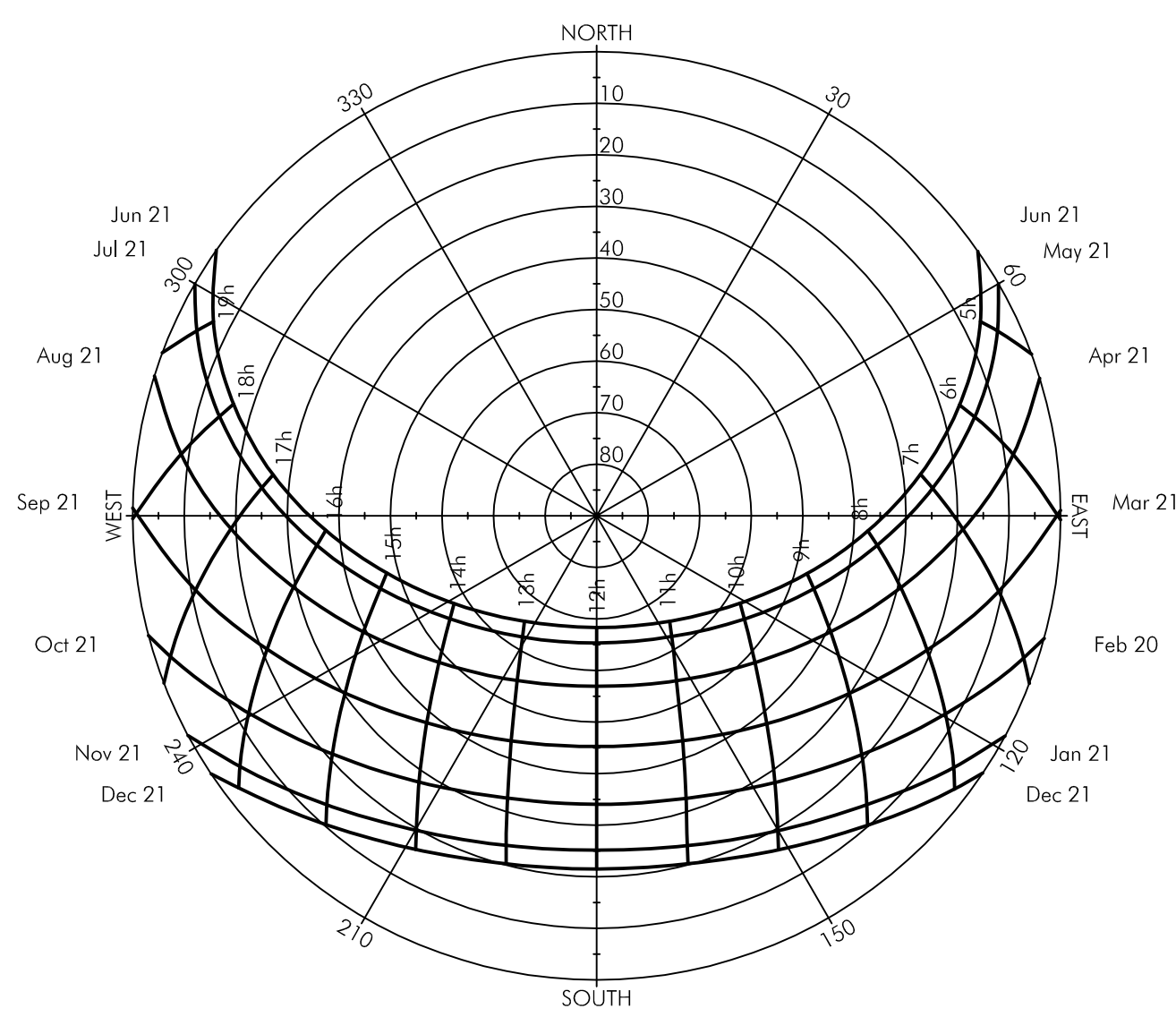
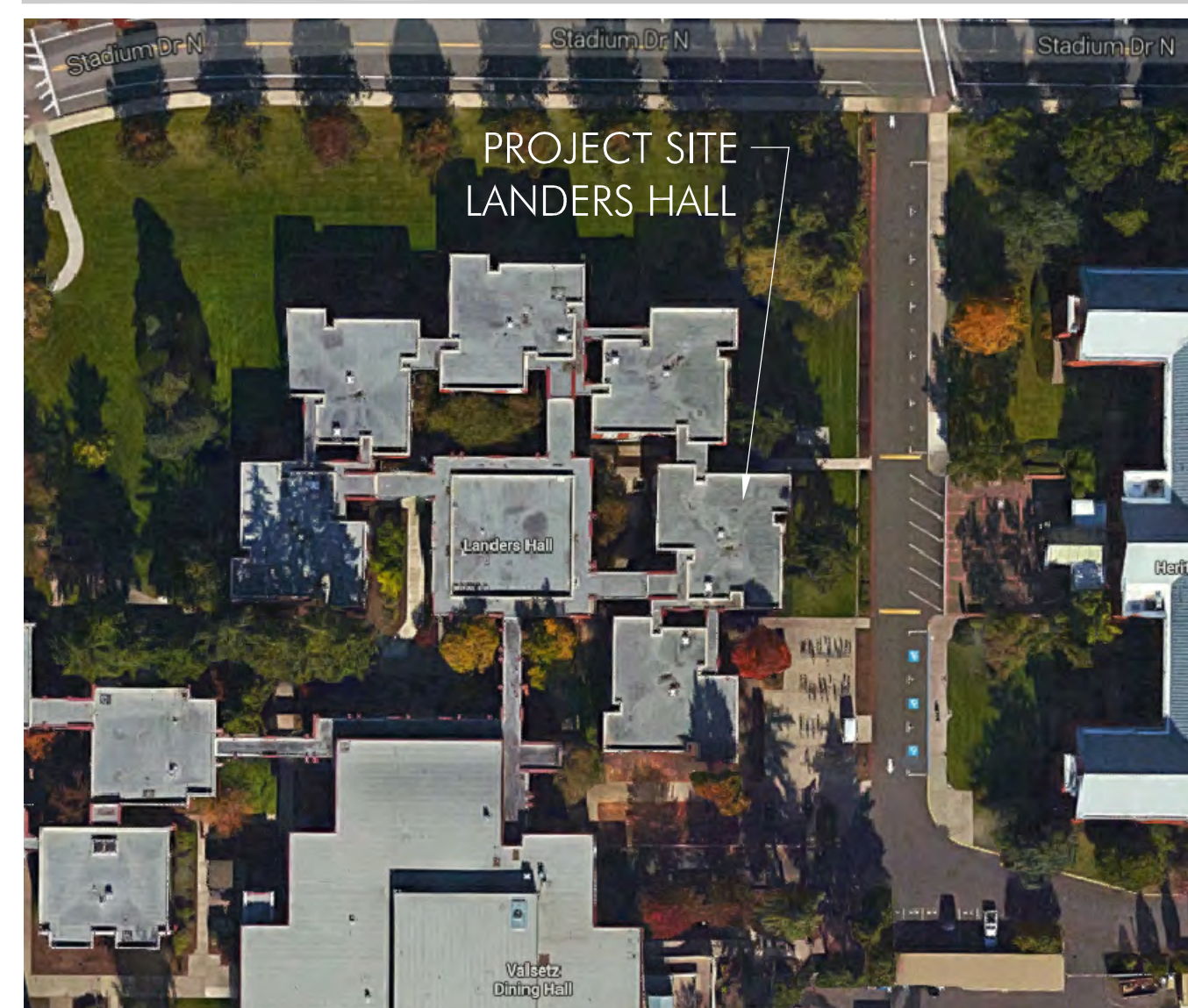
PROJECT TEAM:

OWNER:
WESTERN OREGON UNIVERSITY
345 N Monmouth Ave Monmouth OR 97361
Owner's Representative:
Brad Huggins, Construction Manager
P: 503.838.8180 E: hugginsb@wou.edu

ARCHITECT:
STUDIO 3 ARCHITECTURE, Inc.
Leonard Lodder, AIA, LEED AP
222 Commercial Street NE Salem OR 97301-3410
P: 503.390.6500 E: leonard@studio3architecture.com

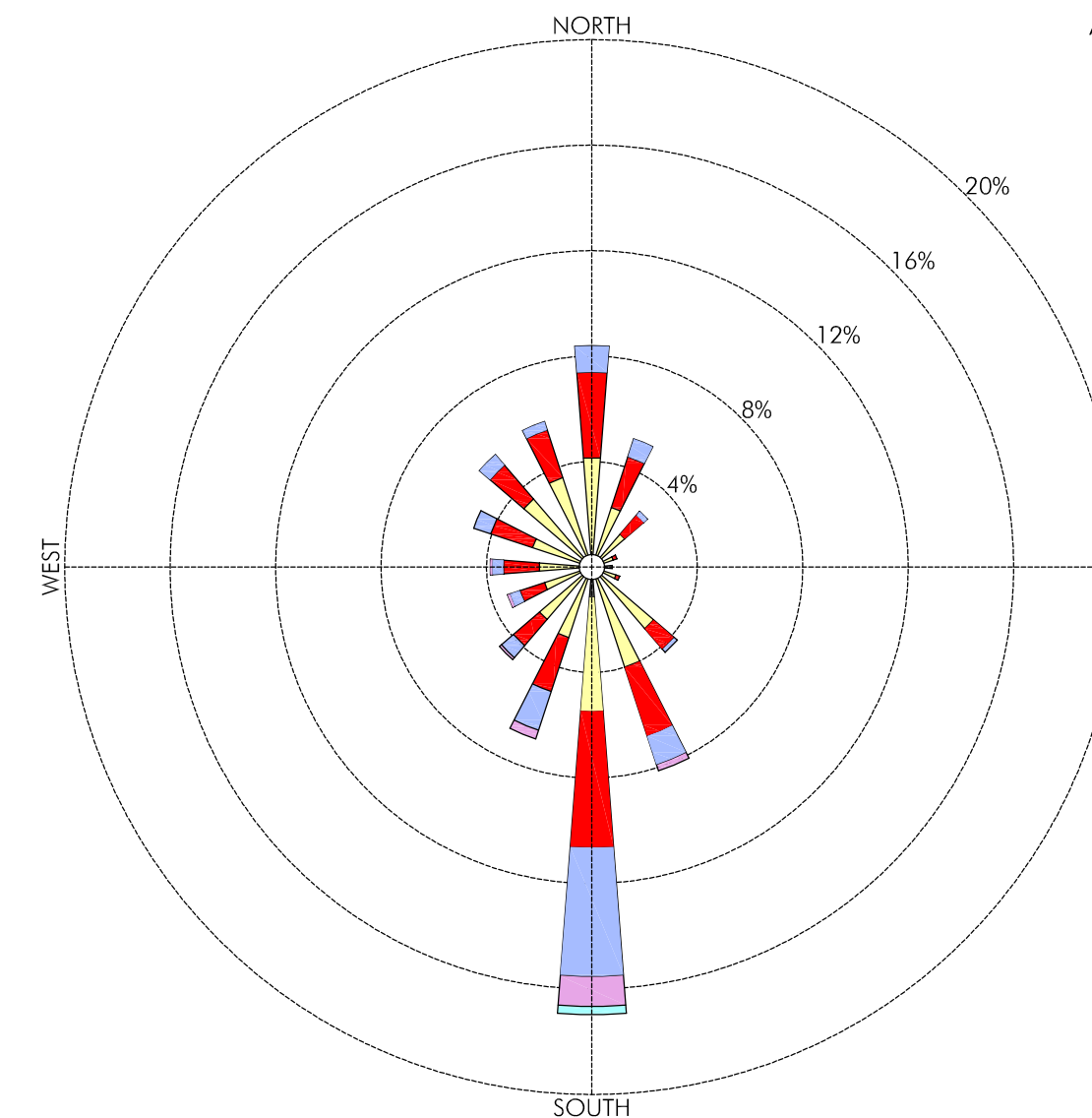
MEP ENGINEERS:
HAINES ENGINEERING CONSULTANTS, LLC
Robert Haines, P.E.
3550 16th Court S Salem OR 97302
P: 503.990.8888
E: robert@hainesengineering.com

DETAIL SITE MAP:



1 CENTRAL WILLAMETTE VALLEY - SUN CHART

XY C-W-V Oregon SunChart.dwg



2 CENTRAL WILLAMETTE VALLEY - ANNUAL WINDROSE

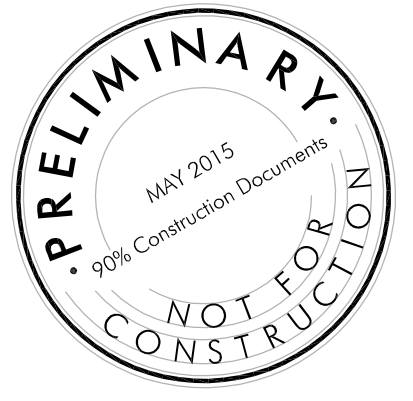
XY C-W-V Annual Windrose.dwg

SYMBOL LEGEND:

- | | |
|---|--|
| ELEVATION INDICATION | WINDOW TYPE |
| 100.00' ELEVATION | REFER TO WINDOW ELEVATIONS SHOWN ON DRAWING(S) A2.XX |
| F.F.E. ELEVATION DATUM LOCATION: | DOOR NUMBER |
| SECTION REFERENCE | DOOR SIZE OR NOTE |
| FILLED ARROW DENOTES BUILDING SECTION | PLAN NOTE DESIGNATION |
| OPEN ARROW DENOTES WALL SECTION/DETAIL | SIDE NOTE NUMBER |
| DETAIL NUMBER | MARK |
| SHEET NUMBER | REVISION NUMBER |
| SIDE NOTE IF REQUIRED | ROOM TITLE AND NUMBER |
| ELEVATION REFERENCE | ROOM NAME |
| ELEVATION NUMBER OR DESIGNATION AS OCCURS | ROOM NUMBER |
| SHEET NUMBER | WALL TYPE MARK |
| DETAIL NUMBER | WALL OR PARTITION CONSTRUCTION TYPE. SEE LEGEND |
| SHEET NUMBER | |
| SIDE NOTE IF REQUIRED | |
| DETAIL CUT LOCATION IF SHOWN | |

WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
345 N MONMOUTH AVE MONMOUTH OR 97361

SHEET
GO.01



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PROJECT # 2015-29
DATE: 05/14/2015
REVISIONS

WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
345 N MONMOUTH AVE MONMOUTH OR 97361

CODE REVIEW:

WESTERN OREGON UNIVERSITY: LANDERS HALL REMODEL
ADDRESS: 345 N MONMOUTH AVENUE, MONMOUTH, OREGON, 97361
PROJECT No. 2015-29

City of Monmouth, Zoning Code Review:

1. ZONING MAP: Monmouth Zoning
2. ZONE: *PSC* Public Service College,
3. USE: Student Residences.
4. HEIGHT: Maximum 50ft subject to further limitations by Airport Overlay Zone. No increase in height anticipated with this work.
5. STREET SETBACK: Minimum 20ft. (No Change)
6. The work of this project involves interior remodels and upgrading. No change in exterior envelope of the buildings is considered.

Governing Codes:
Structural - Life Safety: 2014 Oregon Structural Specialty Code (OSSC)
Accessibility: ICC/ANSI A117.1-2009
Mechanical: 2014 Oregon Mechanical Specialty Code
Plumbing: 2014 Oregon Plumbing Specialty Code
Electrical: 2014 Oregon Electrical Specialty Code
Energy: 2014 Oregon Energy Efficiency Specialty Code

1. DEFERRED SUBMITTALS:
 - NONE

2. USE AND OCCUPANCY CLASSIFICATION (for the building):
 - "R-2" Residential Section 310 (Congregate Living Facilities)

3. CONSTRUCTION TYPE:
 - Type II-B Paragraph 602.2

4. ALLOWABLE AREA CALCULATIONS:
 $A_a = A_t + [A_x \times I_x] + [A_y \times I_y] =$ Allowable area per story in square feet.
 $A_t =$ Tabular Area per story in accordance with Table 503.
 $I_x = [F/P - 0.25] \times W/30 =$ Area increase due to frontage per Section 506.2.
 $I_y =$ Area increase due to sprinkler protection per Section 506.3.
 $F =$ Building Perimeter which fronts on a public way or open space having 20ft min. open width.
 $P =$ Perimeter of entire building.
 $W =$ Width of public way or open space per 506.2.1. (Minimum 20ft and Maximum 30ft)

Construction Type: II-B
 For this project as "R-2" Occupancy:
 $A_t = 16,000$
 $I_x = 0.485$
 $I_y = 1$
 Therefore: Allowable Area per Floor = 23,755 s.f.
 Allowable Area per Building = 71,264 s.f.
 ACTUAL AREA PER FLOOR: = 17,775.54 s.f. < 23,755 s.f. PERMITTED
 ACTUAL AREA PER BUILDING: = 50,797.74 s.f. < 71,264 s.f. PERMITTED

5. ALLOWABLE HEIGHT CALCULATIONS:
 Allowable Height per Table 503: = 55'-0" as 4 stories.
 Actual Building Height to top building: = 28'-8" as 3 stories.

6. FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS IN HOURS
 per Table 601 and 602:
 Structural Frame Including Columns, Girders and trusses: 0 hrs
 Bearing Walls, Exterior: 0 hrs
 Bearing Walls, Interior: 0 hrs
 Non-bearing Walls, Exterior: 5' ≤ "X" ≤ 10' to property line 1 hr (Not Applicable)
 Non-bearing Walls, Exterior: ≥ 10' to property line 0 hrs
 Non-bearing Walls, Interior: 0 hrs
 Floor Construction Including supporting beams and joists: 0 hrs
 Roof Construction: 0 hrs

7. FIRE PROTECTION SYSTEMS:
 Automatic Sprinkler System: Required per 903.2.8 but were not installed when originally constructed for this Occupancy in 1969/1970. Per Building Official, sprinklers are not required to be added to remedy an existing condition.
 Class I Standpipe System: Not required.
 Fire Alarm System: Not required.
 Portable Fire Extinguishers: Required and already installed.

8. ACCESSIBILITY:
 • Parking: for this project, parking is provided through a campus wide managed program. Requirements for accessible parking spaces are met as part of this program.
 • Doors: Maneuvering Clearance at New Door Opening per ANSI A117.1. Existing doorways in many instances do not meet maneuvering clearance requirements, however correcting these conditions would typically destroy the buildings.
 • Toilet Rooms: Existing toilet rooms are not accessible. Modifications to make these toilet rooms accessible can not be carried out without demolishing significant parts of the building. One Toilet room added to this project is accessible per ANSI A117.1.

9. VENTILATION REQUIREMENTS: Table 403.3 (Mechanical Code)
 Occupancy: -- Estimated Occ Load per 1000sf Exhaust Airflow (cfm/sf)
 Lobbies: -- 0.06 cfm/sf
 Bedrooms: -- 0.06 cfm/sf
 Dormitory Sleeping Areas: -- 0.06 cfm/sf
 Corridors: -- 0.06 cfm/sf
 Toilet Rooms: -- 25 cfm/sf continuous, 55 cfm/sf int





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REVISIONS

WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
345 N MONMOUTH AVE MONMOUTH OR 97361

SHEET

A1.21

GENERAL NOTES:

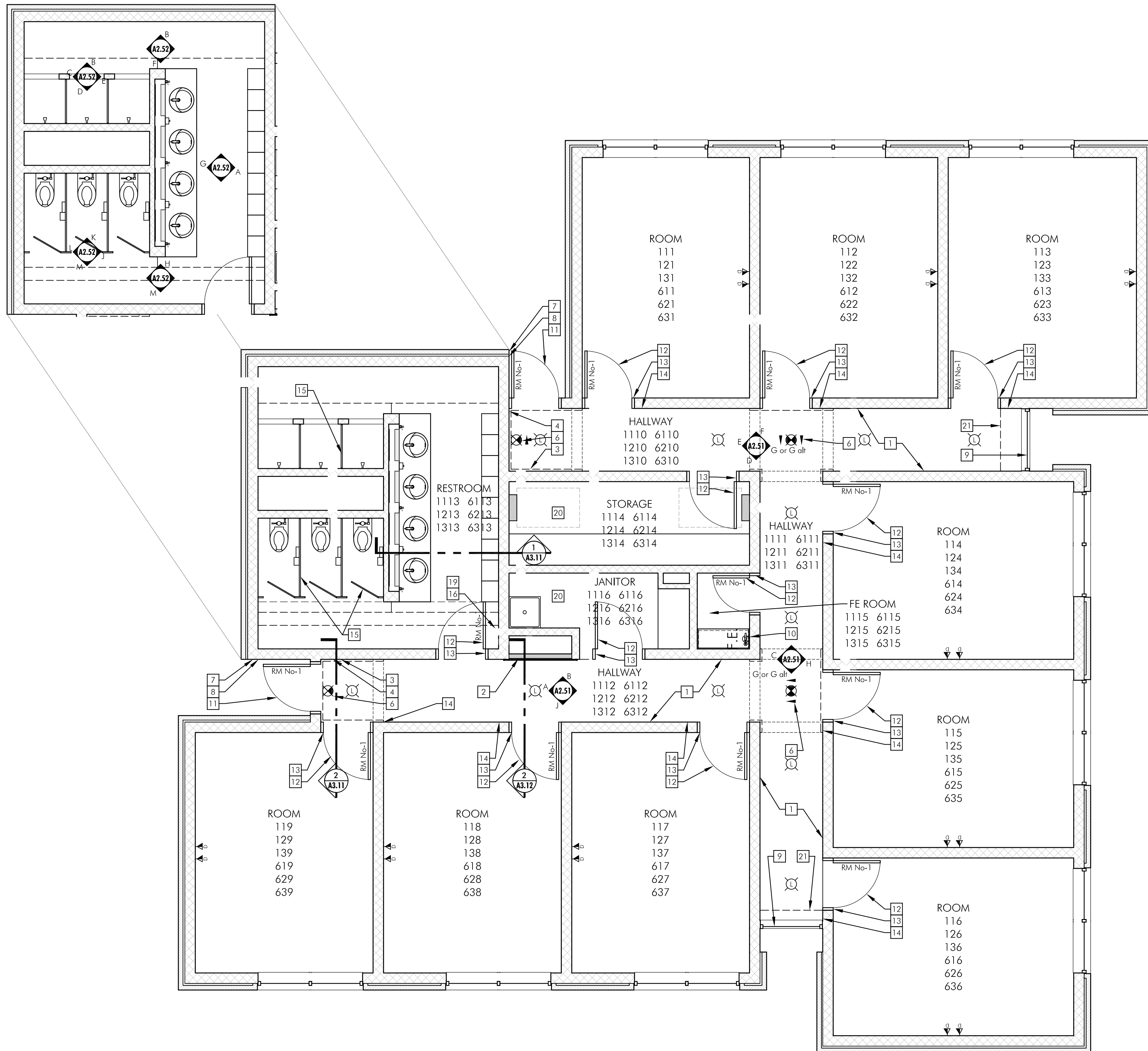
- GENERAL NOTES APPLY TO ALL DRAWINGS.
- DRAWINGS ARE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED. NOTIFY ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY UPON DISCOVERY. OBTAIN CLARIFICATION OF DIMENSIONS OR DISCREPANCIES PRIOR TO PROCEEDING WITH AREA OF REQUIRED WORK.
- DIMENSIONS ARE TO FACE CMU WALLS OR OF FRAMING. DIMENSIONS STATED AS CLEAR ARE TO FACE OF FINISH.
- WORK SHOWN ON THESE DRAWINGS IS TO BE SUPPLIED, FURNISHED, CONSTRUCTED, INSTALLED ALL AS PER THE GENERAL CONDITIONS AND THE SPECIFICATIONS. EXCEPTIONS AS DESCRIBED BY THE FOLLOWING ABBREVIATIONS:
OFCI OWNER FURNISHED - CONTRACTOR INSTALLED
OFOI OWNER FURNISHED - OWNER INSTALLED
- SEE WALL SECTIONS FOR DESCRIPTION OF EXTERIOR WALL MATERIALS.
- NOTE THAT EACH POD CONSISTS OF A THREE STORY BUILDING AND THAT EACH FLOOR IS IDENTICAL. EXISTING STAIR TOWERS OUTSIDE OF THE BUILDINGS (PODS), CONNECT THE FLOORS.
EXCEPTIONS:
• THE THIRD FLOOR CEILING IN EACH BUILDING INCLUDES A ROOF DRAIN LATERAL CONCEALED BEHIND A STAINLESS STEEL JACKET.
- UNLESS OTHERWISE NOTED NEW WALLS AND PARTITIONS ARE TO PROVIDE COMPLETE VISUAL, ACOUSTIC AND THERMAL SEPARATION FROM ADJACENT SPACES.
- COORDINATE LOCATION OF RECESSED OR SEMI-RECESSED ITEMS TO AVOID BACK TO BACK INSTALLATION AND TO REDUCE NOISE TRANSFER THROUGH PARTITIONS.
- INSTALL WALL BACKING FOR ALL WALL MOUNTED ITEMS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: DOOR STOPS, FIXTURES, WALL CABINETS, SHELVING, COUNTERTOPS, TOILET ACCESSORIES, SECURITY EQUIPMENT, TACK BOARDS AND MARKER BOARDS, HAND RAILS AND WINDOW COVERING TRACKS.

GENERAL PLAN LEGEND:

- F.E. WALL MOUNTED FIRE EXTINGUISHER. LOCATE IN FORMER TELEPHONE BOOTH SPACE AND ENSURE DOOR IS MODIFIED TO REMAIN UNLOCKED.
- DATA OUTLET: 2 (TWO) EXISTING OUTLETS PROVIDED PER ROOM. REMOVE AND REINSTALL CAT-5 CABLE TO PERMIT CONCEALMENT IN HALLWAY CEILING SPACE, REUSING EXISTING WIREMOLD.
- EXIT LIGHT WITH DIRECTIONAL ARROW.
- EXIT LIGHT WITH DIRECTIONAL ARROWS, SUSPENDED FROM CEILING AND SEEN FROM BOTH SIDES.
- EXIT LIGHT MOUNTED ABOVE EXIT DOOR.
- CEILING MOUNTED LIGHT FIXTURE.
- RECEPTACLE MOUNTED ABOVE COUNTER WITH GROUND FAULT PROTECTION.
- SOAP DISPENSER.
- SURFACE MOUNTED ELECTRICAL PANEL WITH ACCESSIBLE SPACE DESIGNATED.
- VANITY MOUNTED LAVATORY.
- WALL MOUNTED TOILET.
- FLOOR MOUNTED FLUSH TANK TOILET.
- EXISTING SHOWER HEAD AND CONTROLS.
- EXISTING JANITOR'S SERVICE SINK.

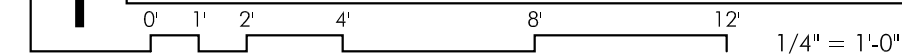
PLAN NOTES:

- PATCH AND REPAIR EXISTING WALLS AS NEEDED
- FILL OPENING WITH METAL STUD FRAMING WITH 5/8" GYP BRD AND PAINT. PROVIDE CORK TACK BOARD FINISH OVER GYP AN EXTENDING MINIMUM 4" BEYOND MASONRY OPENING, WITH ALUMINUM EDGE TRIM.
- REMOVE OLD FIRE SAFETY SIGN PLATES AT ALL LOCATIONS, PATCH AND PAINT AS NEEDED.
- MAINTAIN FIRE ALARM PULL STATIONS IN HALLWAYS
- PROVIDE "NOT AN EXIT" SIGN ON 2nd AND 3rd FLOOR DOORS
- PROVIDE EMERGENCY EXIT SIGNS WITH EMERGENCY EGRESS LIGHTING. CONCEALED ELECTRICAL WIRING MAY BE DIFFERENT IN EACH FLOOR/ BUILDING.
- PROVIDE WALL MOUNTED CONCAVE DOOR STOPS AT ALL EXTERIOR DOORS
- REMOVE EXISTING BASE LEVEL DOOR STOP/HOLD OPEN DEVICES AT ALL EXTERIOR DOORS
- EXISTING WINDOW: CLEAN AND INFILL BASE AS NEEDED. SEE A6.03 OR INTERIOR ELEVATIONS FOR SPECIFIC CONDITIONS
- RELOCATE FIRE EXTINGUISHER TO FORMER PHONE ROOM
- REMOVE EXISTING EXTERIOR DOOR, REPLACE WITH NEW DOOR WITH LITE AS SCHEDULED
- SAND AND REFINISH DOORS TO INDIVIDUAL ROOMS. IN JANITOR AND STORAGE SPACES ONLY REFINISH EXTERIOR OF DOOR
- PAINT AND REFINISH DOOR FRAMES
- ROOM NUMBER PLACARD AT ENTRY DOOR, OFOI
- TOILET AND SHOWER DOORS AND PARTITIONS TO REMAIN. SEE INTERIOR ELEVATIONS FOR SPECIFIC CONDITIONS
- REPAIR AND PAINT RESTROOM RADIATOR COVERS AS NEEDED. SEE A6.03 FOR SPECIFIC CONDITIONS.
- EXISTING TILE FLOOR. NO WORK
- NO WORK THIS ROOM
- TERMINATE GYP BRD CEILING AT A LINE ALIGNED WITH THE ADJACENT DOOR JAMB



IBC GROSS ENCLOSED BLDG AREA = 2,541.11 s.f.
UBC GROSS BLDG AREA = 2,814.22 s.f.

1 LEVEL 01, 02, and 03: FLOOR PLAN PODS 1 and 6





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PROJECT # 2015-29
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REVISIONS

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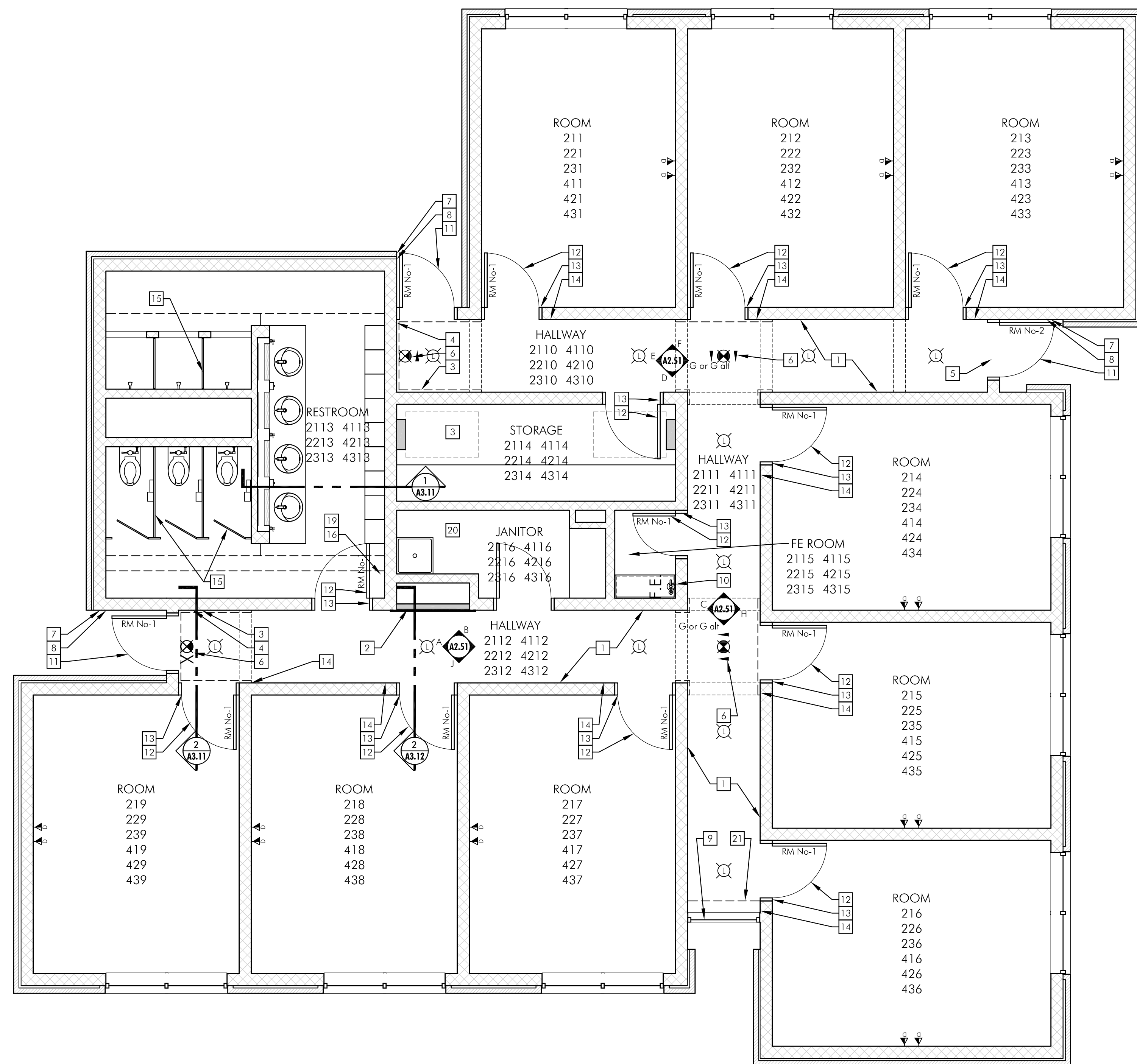
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OFOI OWNER FURNISHED - OWNER INSTALLED
- SEE WALL SECTIONS FOR DESCRIPTION OF EXTERIOR WALL MATERIALS.
- NOTE THAT EACH POD CONSISTS OF A THREE STORY BUILDING AND THAT EACH FLOOR IS IDENTICAL. EXISTING STAIR TOWERS OUTSIDE OF THE BUILDINGS (PODS), CONNECT THE FLOORS.
EXCEPTIONS:
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GENERAL PLAN LEGEND:

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- EXIT LIGHT WITH DIRECTIONAL ARROW.
- EXIT LIGHT WITH DIRECTIONAL ARROWS, SUSPENDED FROM CEILING AND SEEN FROM BOTH SIDES.
- EXIT LIGHT MOUNTED ABOVE EXIT DOOR.
- CEILING MOUNTED LIGHT FIXTURE.
- RECEPTACLE MOUNTED ABOVE COUNTER WITH GROUND FAULT PROTECTION.
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- SURFACE MOUNTED ELECTRICAL PANEL WITH ACCESSIBLE SPACE DESIGNATED.
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- WALL MOUNTED TOILET.
- FLOOR MOUNTED FLUSH TANK TOILET.
- EXISTING SHOWER HEAD AND CONTROLS.
- EXISTING JANITOR'S SERVICE SINK.

PLAN NOTES:

- PATCH AND REPAIR EXISTING WALLS AS NEEDED
- FILL OPENING WITH METAL STUD FRAMING WITH 3/4" GYP BRD AND PAINT. PROVIDE CORK TACK BOARD FINISH OVER GYP AN EXTENDING MINIMUM 4" BEYOND MASONRY OPENING, WITH ALUMINUM EDGE TRIM.
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IBC GROSS ENCLOSED BLDG AREA = 2,540.22 s.f.
UBC GROSS BLDG AREA = 2,812.85 s.f.

1 LEVEL 01, 02, and 03: FLOOR PLAN PODS 2 and 4



WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
 345 N MONMOUTH AVE MONMOUTH OR 97361



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LANDERS HALL REMODEL
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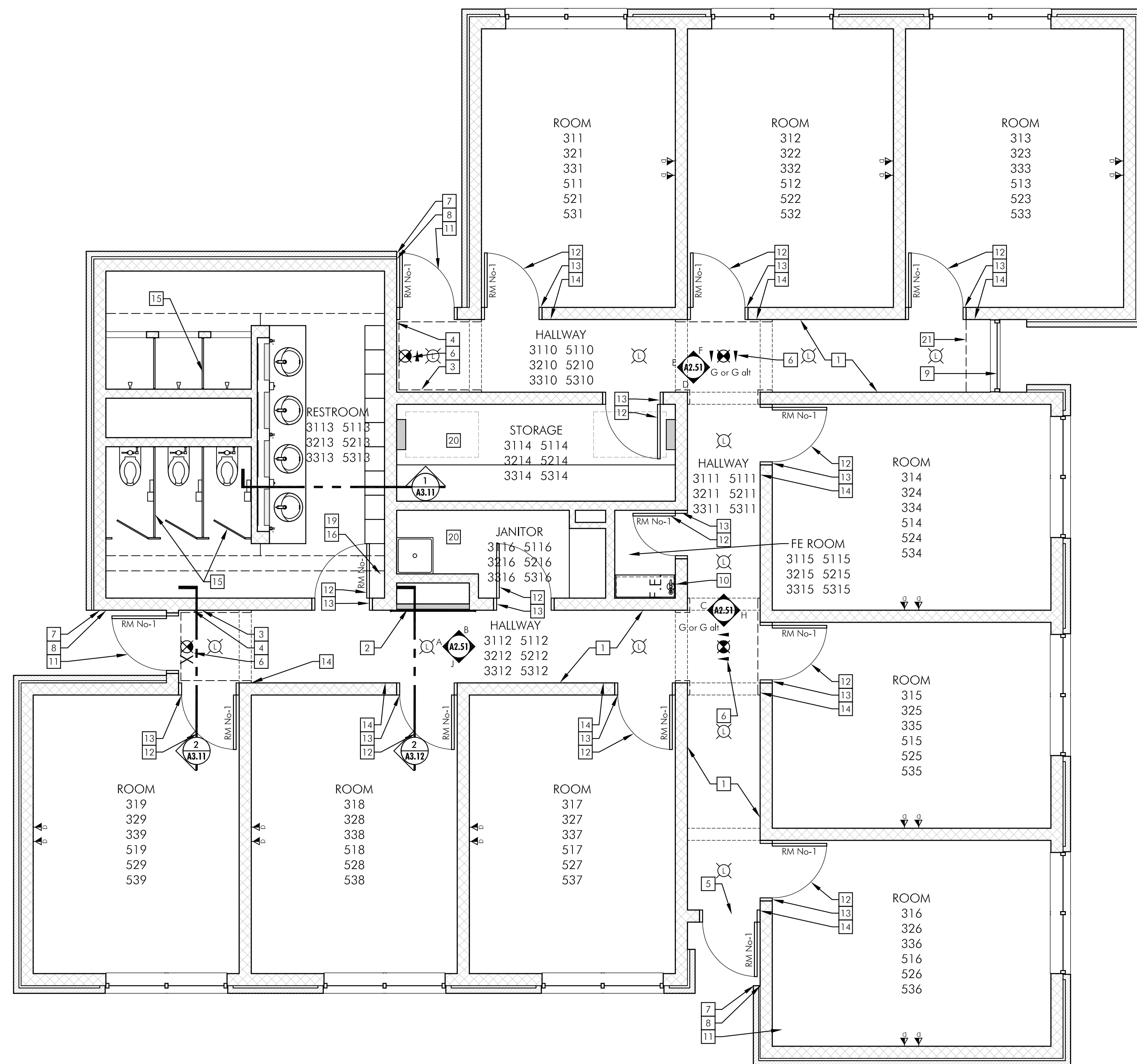
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- SOAP DISPENSER.
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- WALL MOUNTED TOILET.
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PLAN NOTES:

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- EXISTING TILE FLOOR. NO WORK
- NO WORK THIS ROOM
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IBC GROSS ENCLOSED BLDG AREA = 2,540.44 s.f.
UBC GROSS BLDG AREA = 2,812.93 s.f.

1 LEVEL 01, 02, and 03: FLOOR PLAN PODS 3 and 5





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**WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
345 N MONMOUTH AVE MONMOUTH OR 97361**

SHEET
A1.24

GENERAL NOTES:

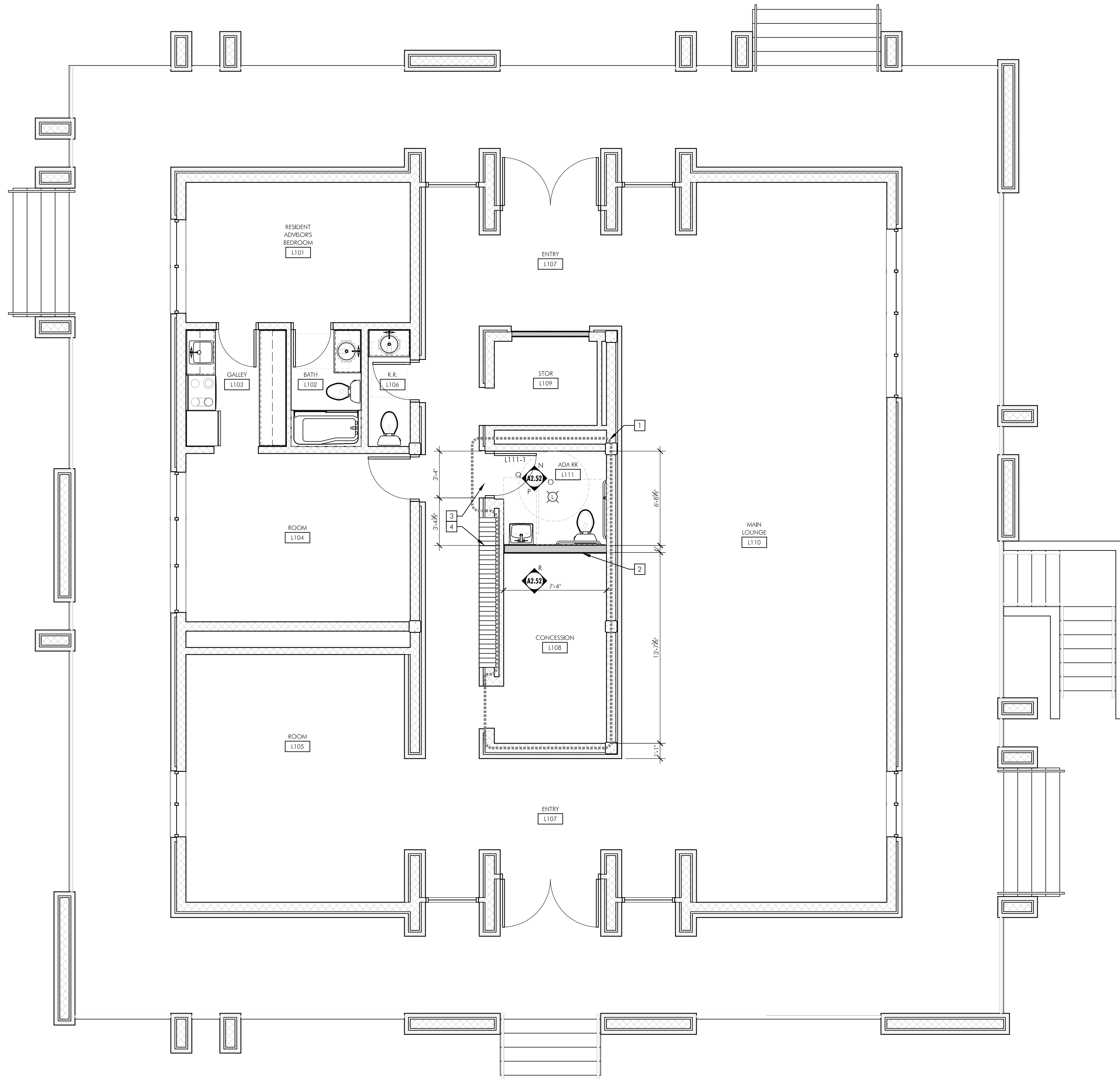
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OFOI OWNER FURNISHED - OWNER INSTALLED
- SEE WALL SECTIONS FOR DESCRIPTION OF EXTERIOR WALL MATERIALS.
- ALL INTERIOR PARTITIONS TO RECEIVE ACOUSTIC INSULATION, FULL HEIGHT.
- UNLESS OTHERWISE NOTED NEW WALLS AND PARTITIONS ARE TO PROVIDE COMPLETE VISUAL, ACOUSTIC AND THERMAL SEPARATION FROM ADJACENT SPACES.
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- VANITY MOUNTED LAVATORY.
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- FLOOR MOUNTED FLUSH TANK TOILET.
- EXISTING SHOWER HEAD AND CONTROLS.
- EXISTING JANITOR'S SERVICE SINK.
- WALL MOUNTED VANITY

PLAN NOTES:

- EXTENT OF THE WORK IN THIS BUILDING: CONSTRUCT NEW ACCESSIBLE RESTROOM IN EXISTING CONCESSIONS SPACE. REPAINT PAINTED SURFACES IN REMAINING EXISTING CONCESSIONS SPACE.
- NEW PARTITION, EXTENDED FLOOR TO STRUCTURE ABOVE. PROVIDE 1/2" GYP BRD BOTH SIDES OF 6" METAL STUDS @ 16" O.C. ENSURE PERIMETER OF PARTITION IS ANCHORED TO ADJACENT STRUCTURE. PROVIDE BLOCKING AS REQUIRED TO SUPPORT FIXTURES.
- INSTALL NEW DOOR AND FRAME. NOTE: OPENING WILL NEED TO BE INCREASED IN WIDTH APPROXIMATELY 4" AT HINGE SIDE TO PERMIT INSTALLATION OF FRAME.
- EXISTING MAILBOXES. NO WORK REQUIRED.



IBC GROSS BLDG AREA = 2,523.88 s.f.
UBC GROSS BLDG AREA = 4,657.92 s.f.

1 LEVEL 01: LOUNGE FLOOR PLAN
0' 1' 2' 4' 8' 12' 1/4" = 1'-0"





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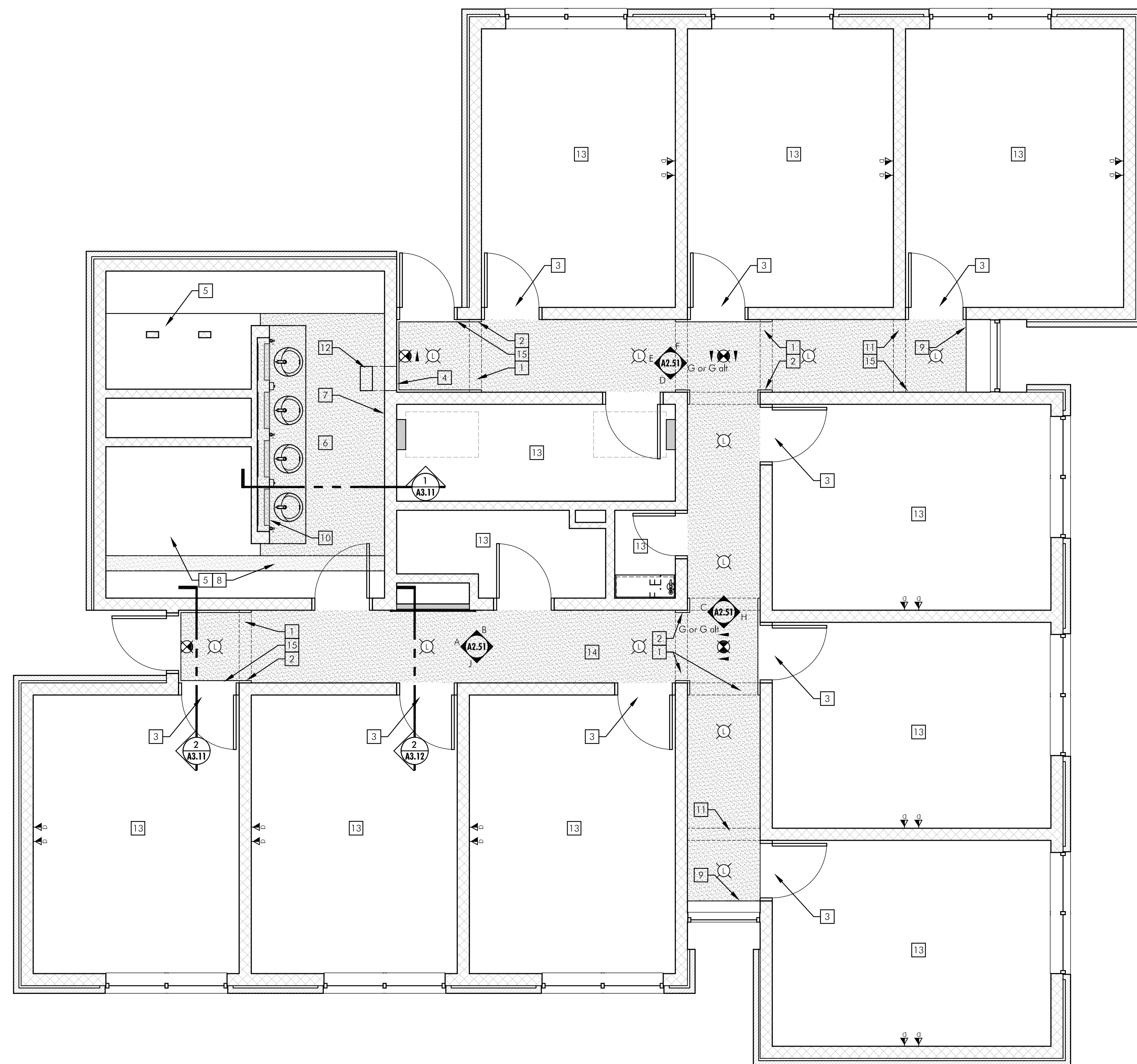
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- SEE FLOOR PLANS FOR ROOM NUMBERS

GENERAL PLAN LEGEND:

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	DATA OUTLET: 2 (TWO) EXISTING OUTLETS PROVIDED PER ROOM. REMOVE AND REINSTALL CAT-5 CABLE TO PERMIT CONCEALMENT IN HALLWAY CEILING SPACE, REUSING EXISTING WIREMOLD.
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	EXIT LIGHT MOUNTED ABOVE EXIT DOOR.
	CEILING MOUNTED LIGHT FIXTURE.
	RECEPTACLE MOUNTED ABOVE COUNTER WITH GROUND FAULT PROTECTION.
	SOAP DISPENSER.
	SURFACE MOUNTED ELECTRICAL PANEL WITH ACCESSIBLE SPACE DESIGNATED.
	VANITY MOUNTED LAVATORY.
	WALL MOUNTED TOILET.
	FLOOR MOUNTED FLUSH TANK TOILET.
	EXISTING SHOWER HEAD AND CONTROLS.
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REFLECTED CEILING PLAN NOTES:

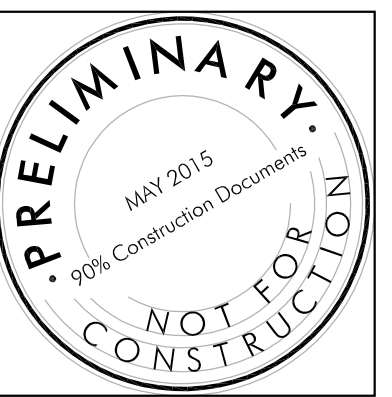
- REMOVE EXISTING SOFFITS AND LIGHT FIXTURES IN HALLWAYS.
- REPLACE, OR PROVIDE NEW DECORATIVE JUNCTION BOXES WITH COVER PLATES AS NEEDED.
- STAND ALONE SMOKE DETECTOR TO REMAIN.
- PROVIDE WALL MOUNTED GRILLE WITH FIRE DAMPER FOR RELIEF AIR VENT IN CORRIDOR WALL
- SOFFIT IN ALL RESTROOMS TO REMAIN IN FRONT OF TOILETS AND SHOWERS
- REMOVE SOFFIT IN FRONT OF VANITY, REBUILD 8" ABOVE EXISTING SOFFIT LEVEL. ENSURE ADEQUATE ROOM FOR ELECTRICAL FROM COMMUNICATIONS ROOM
- GYP, PUTTY, PAINT WALLS WHERE SOFFIT REMOVED IN RESTROOM
- IN 3RD FLOOR RESTROOMS, STAINLESS STEEL COVERS FOR ROOF DRAINS TO REMAIN. BUILD SOFFIT TO 8" ABOVE EXISTING LEVEL BEHIND IT
- IN WINDOW LOCATIONS TERMINATE NEW DROPPED GYP BRD CEILING AT LINE ALIGNED WITH EDGE OF DOOR FRAME AS SHOWN
- NEW 24" LED LIGHT FIXTURE
- WHERE OCCURS REMOVE EXISTING SOFFITS AND LIGHT FIXTURES IN HALLWAYS. REFER TO 2A3.11
- PROVIDE CEILING MOUNTED GRILLE AND TRANSFER AIR DUCT FOR RELIEF AIR VENT
- NO CEILING WORK THESE ROOMS
- REMOVE SALVAGE AND REINSTALL EXISTING WAPS
- NEW DROP SOFFIT IN HALLWAYS TO BE BUILT WITH 1 1/2" HAT CHANNELS AND 3/4" GYP. SEE 2/A3.11 AND 2/A3.12



IBC GROSS ENCLOSED BLDG AREA = 2,541.11 s.f.
UBC GROSS BLDG AREA = 2,814.22 s.f.

1 LEVEL 01, 02, and 03: REFLECTED CEILING PLAN PODS 1 - 6

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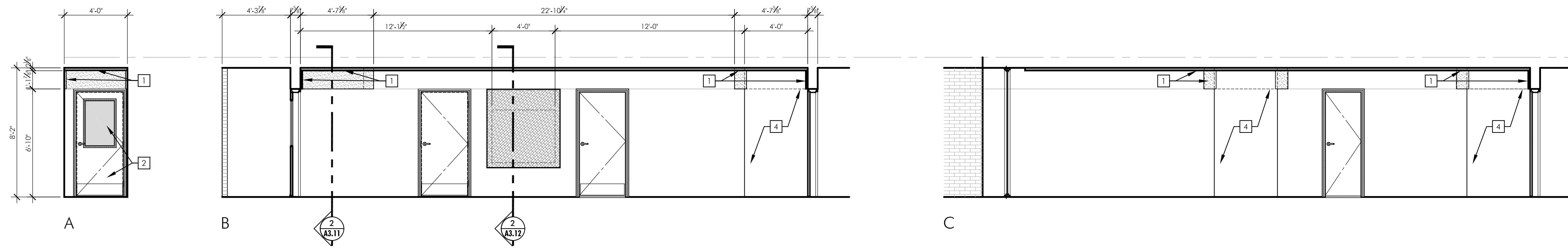
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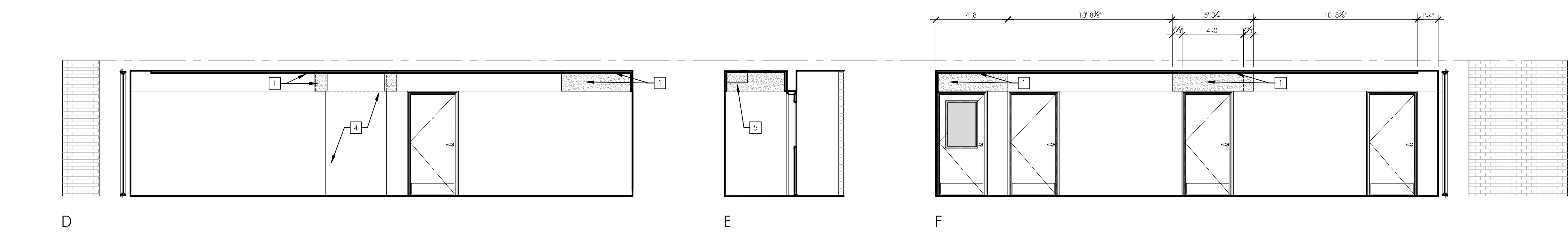
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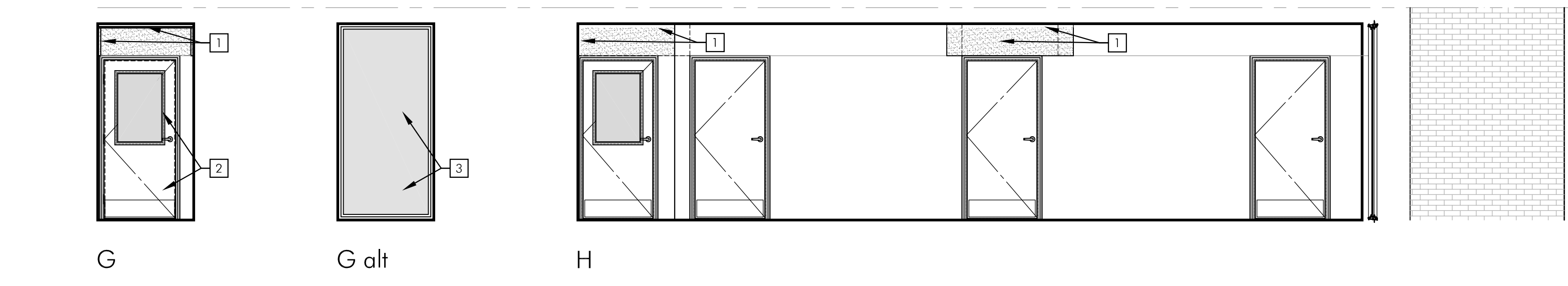
- 1 REMOVE EXISTING SOFFIT AT WHERE EXISTS. COVER EXPOSED CMU AND CEILING WITH NEW 5/8" GYP BRD AND 1 1/2" HAT CHANNEL FURRING.
- 2 NEW INSULATED HM DOOR WITH LITE (OBSCURE TEMPERED GLASS TYPE S-6)
- 3 EXISTING WINDOW TO REMAIN, WHERE OCCURS. TRIM AND FINISH SILL CONDITION TO MEET FLOOR.
- 4 OPEN TO HALLWAY BEYOND.
- 5 PROVIDE WALL MOUNTED GRILLE WITH FIRE DAMPER FOR RELIEF AIR VENT IN CORRIDOR WALL



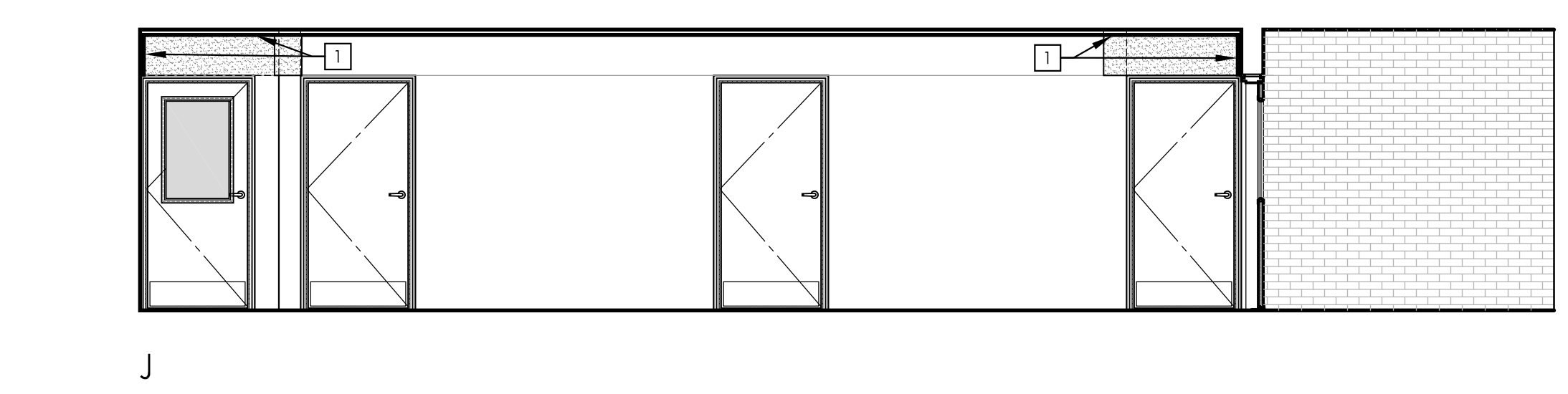
1 INTERIOR CORRIDOR ELEVATIONS
0' 1' 2' 4' 8' 12' 1/4" = 1'-0"



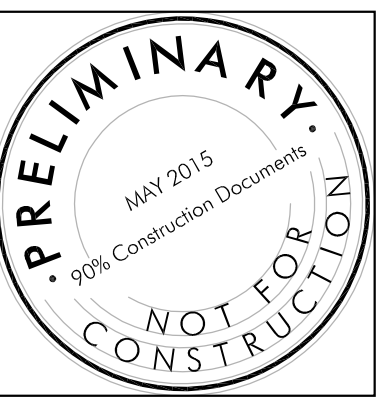
1 INTERIOR CORRIDOR ELEVATIONS (cont'd)
0' 1' 2' 4' 8' 12' 1/4" = 1'-0"



1 INTERIOR CORRIDOR ELEVATIONS (cont'd)
0' 1' 2' 4' 8' 12' 1/4" = 1'-0"



1 INTERIOR CORRIDOR ELEVATIONS (cont'd)
0' 1' 2' 4' 8' 12' 1/4" = 1'-0"



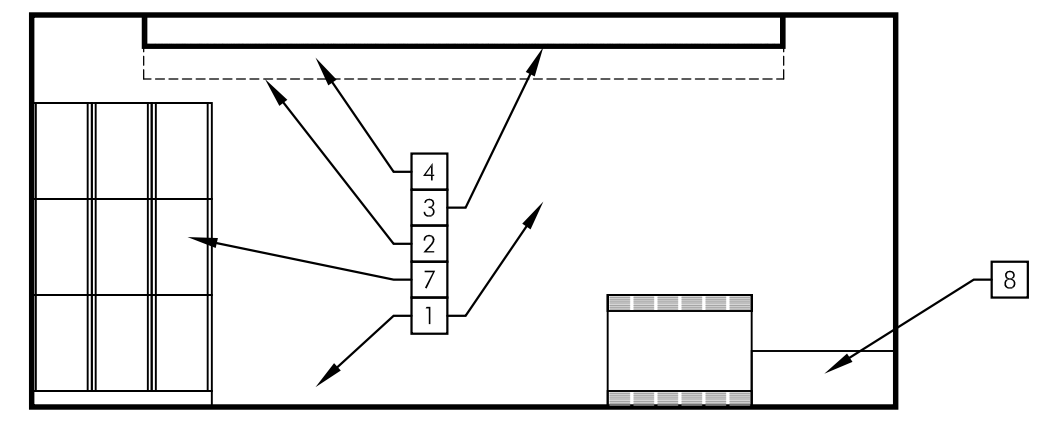
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ELEVATION NOTES:

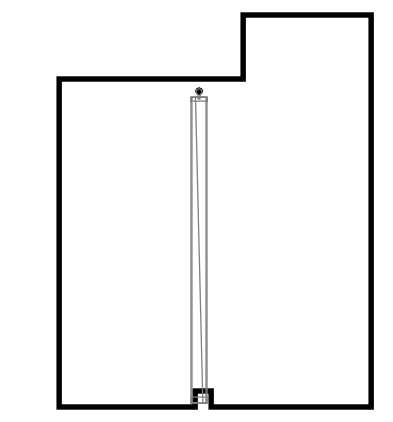
- 1 EXISTING PORCELAIN FACED CMU TO REMAIN. RE-GROUT JOINTS TO MATCH EXISTING. NOTE: WHERE SURFACE HAS BEEN BROKEN, CHIPPED, OR PENETRATED BY FASTENER HOLES, REPAIR WITH EPOXY GROUT COLORED TO MATCH EXISTING FINISH.
- 2 LINE AT EXISTING SOFFIT TO BE REMOVED.
- 3 NEW 5/8" GYP BRD SOFFIT WITH FRAMING, RAISED 8" TO ENCLOSE EXISTING SERVICES. PAINT GYP BRD.
- 4 COVER EXISTING UNFINISHED CMU WITH GYP BRD WITH 1/2" HAT CHANNEL FURRING AND PERIMETER FILL TYPE "J" MOLDING. PAINT GYP BRD.
- 5 NEW PARTITION DOOR AND DOOR JAMB POD 6 FLOOR 1
- 6 NEW PARTITION DOOR POD 5 FLOOR 1
- 7 NEW LOCKERS, OFOI
- 8 RADIATOR PIPE COVER, SEE A6.03 FOR SPECIFIC CONDITIONS



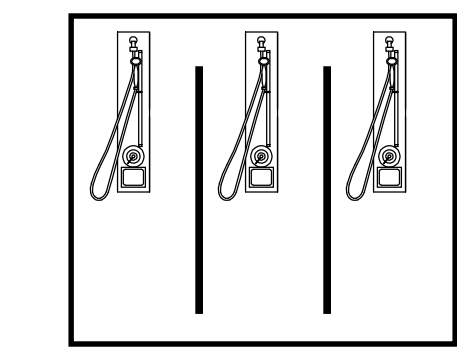
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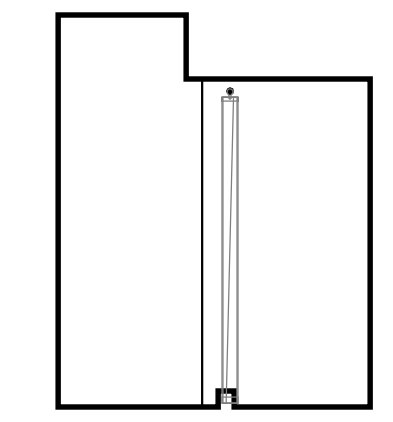
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C

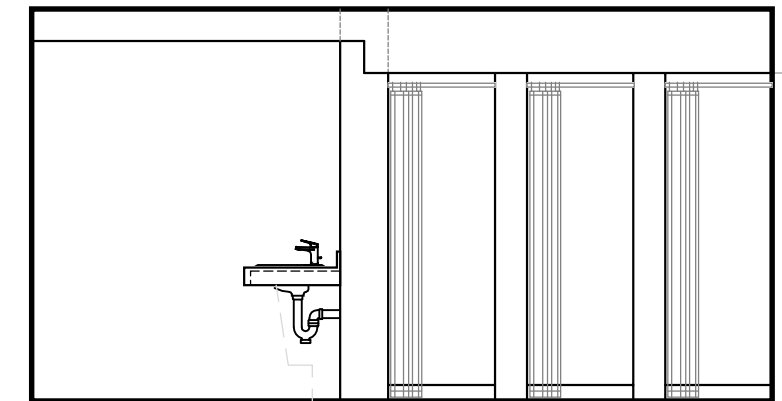
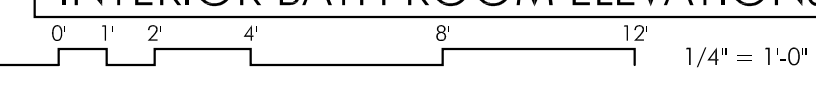


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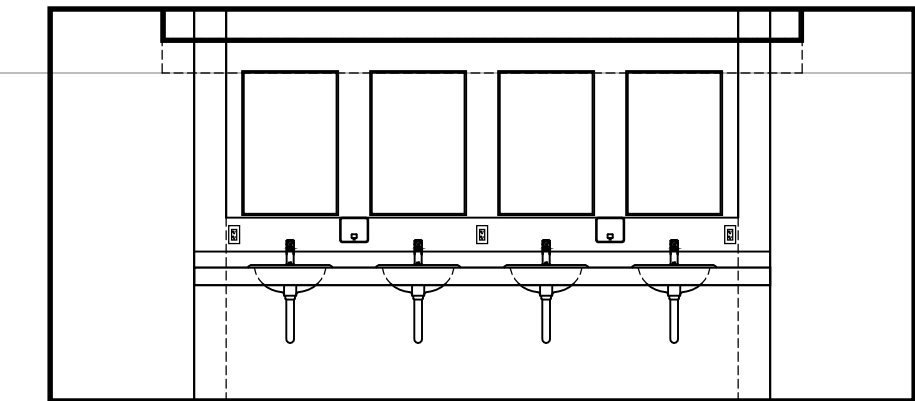


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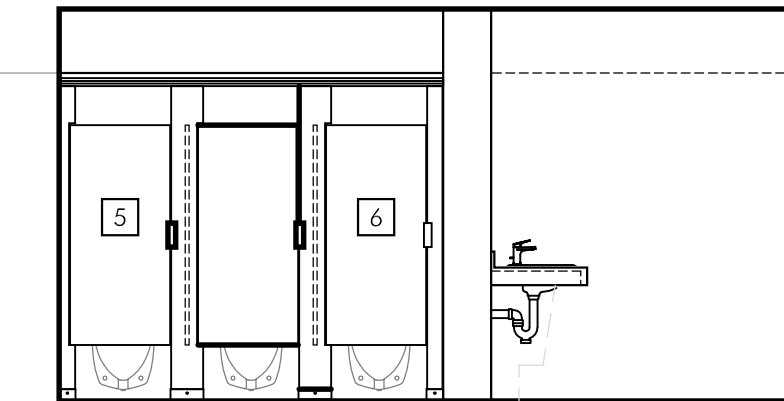
1 INTERIOR BATH ROOM ELEVATIONS



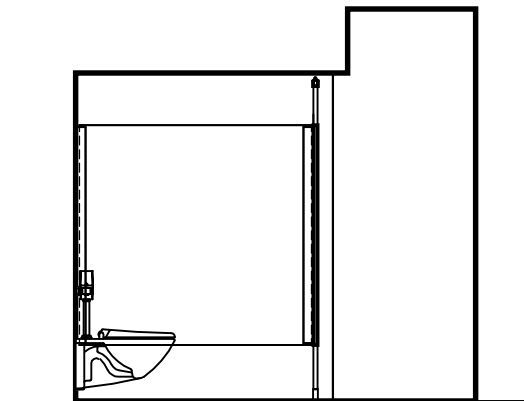
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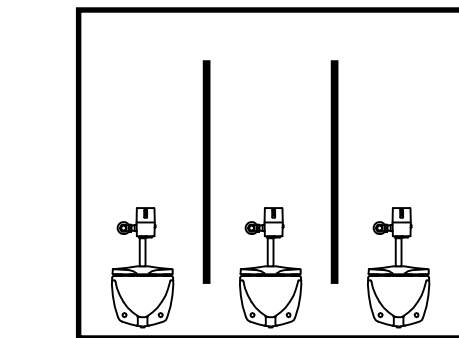
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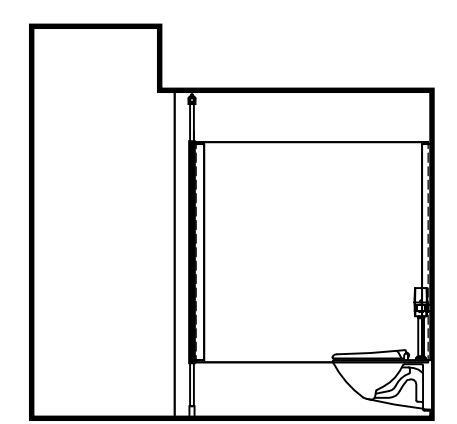


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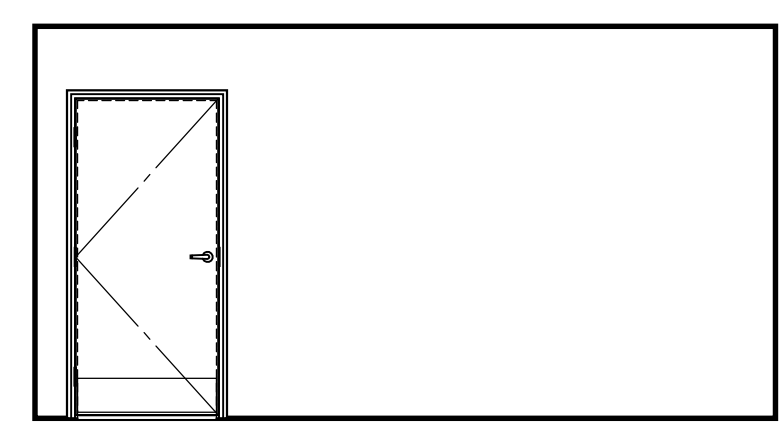


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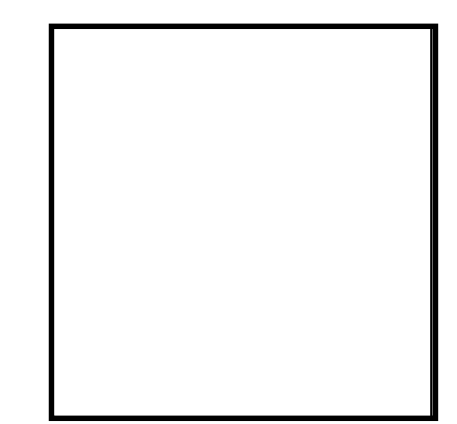
1 INTERIOR BATH ROOM ELEVATIONS



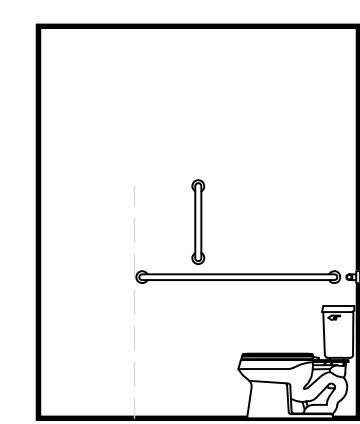
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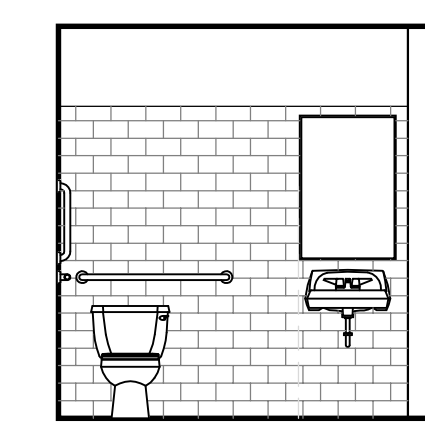
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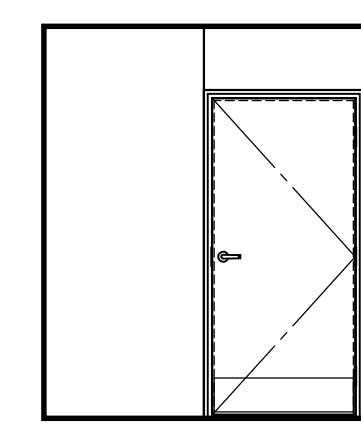
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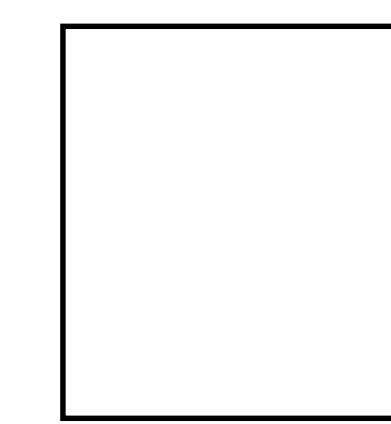
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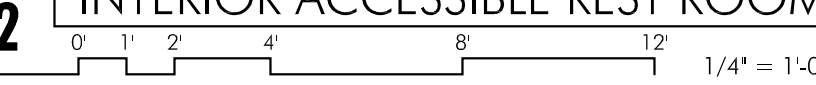


R

1 INTERIOR BATH ROOM ELEVATIONS



2 INTERIOR ACCESSIBLE REST ROOM ELEVATIONS

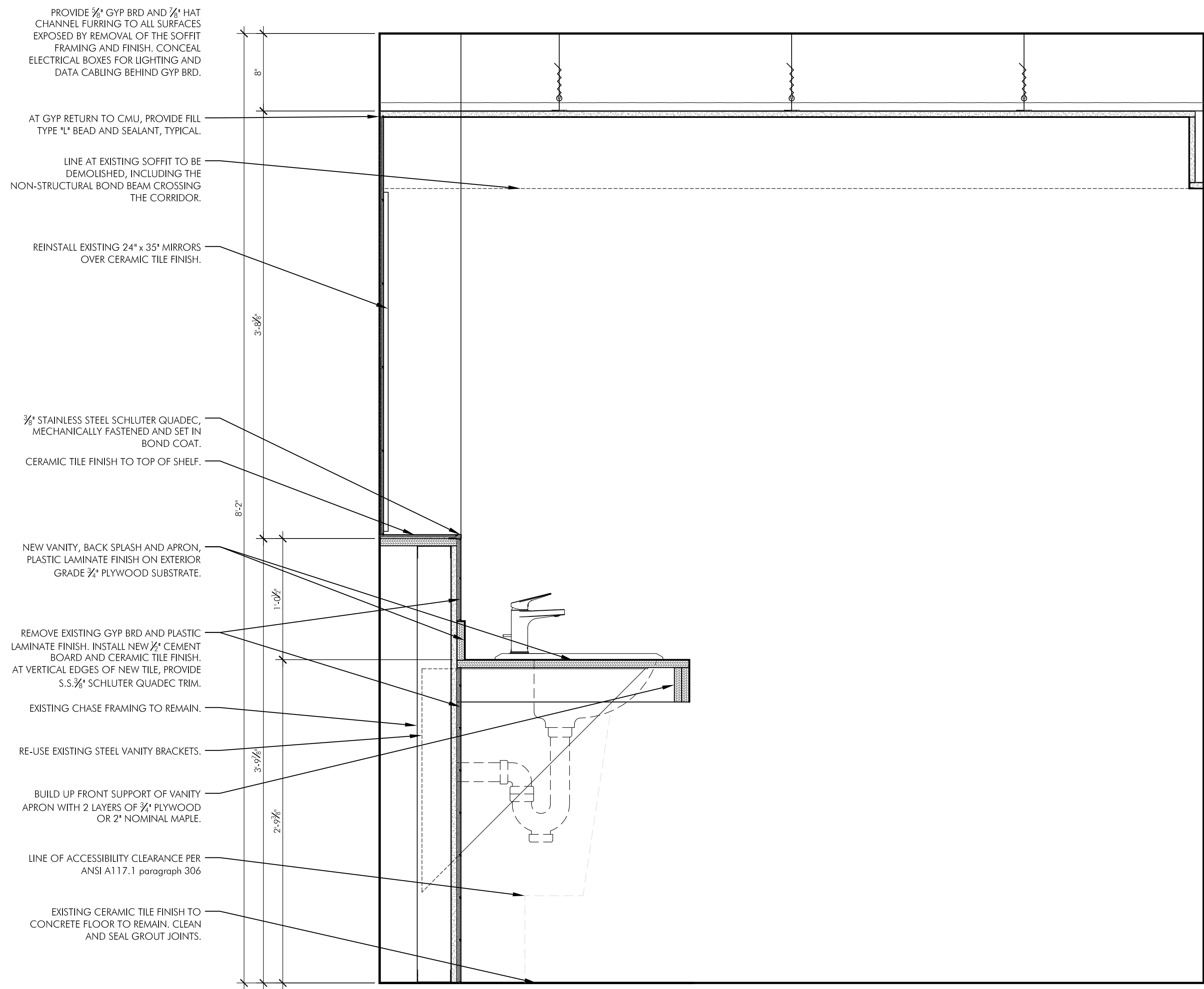




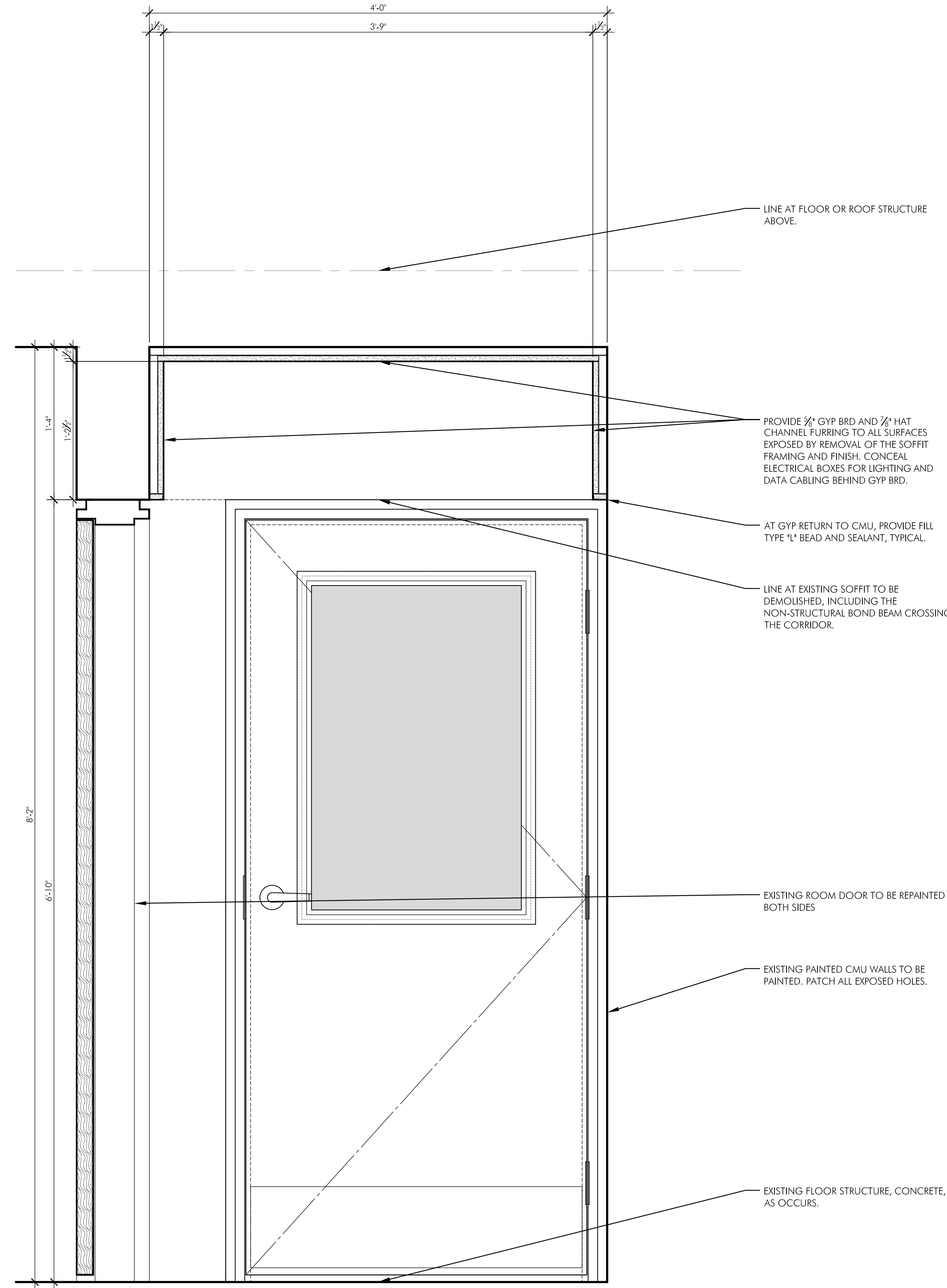
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1 VANITY DETAIL WITH PLASTIC LAMINATE TOP



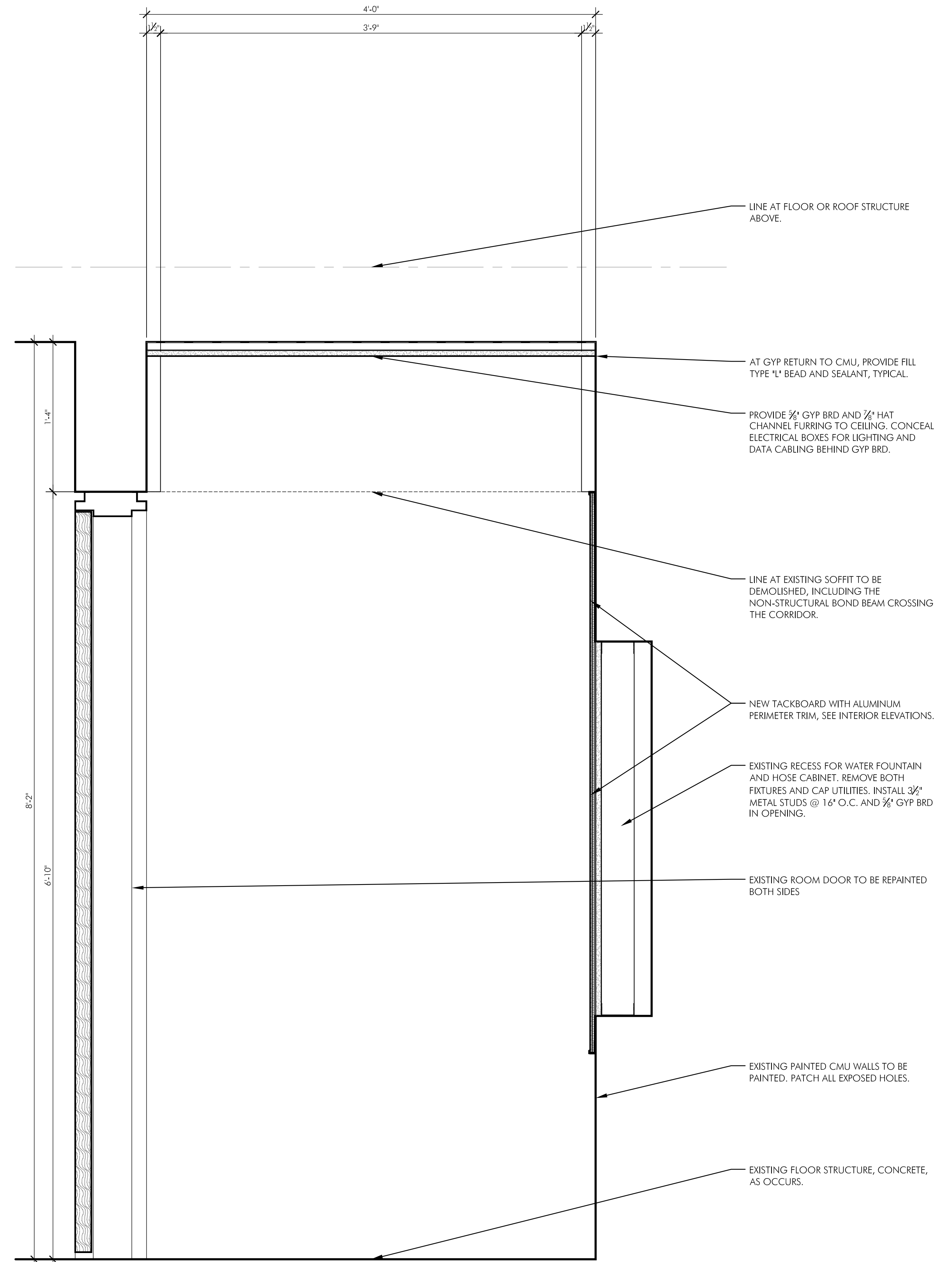
2 HALLWAY SECTION AT DEMOLISHED SOFFIT AREAS



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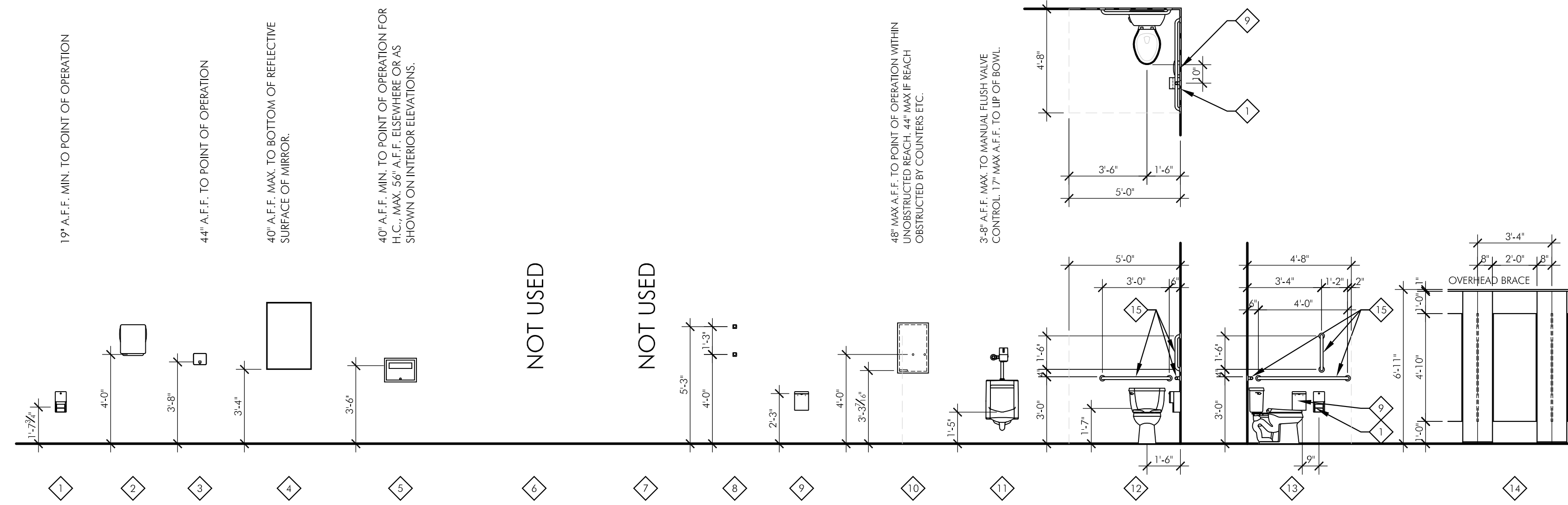


2 HALLWAY SECTION AT DEMOLISHED SOFFIT AREAS

0" 2" 4" 8" 1'-0" 2'-0" 1 1/2" = 1'-0"

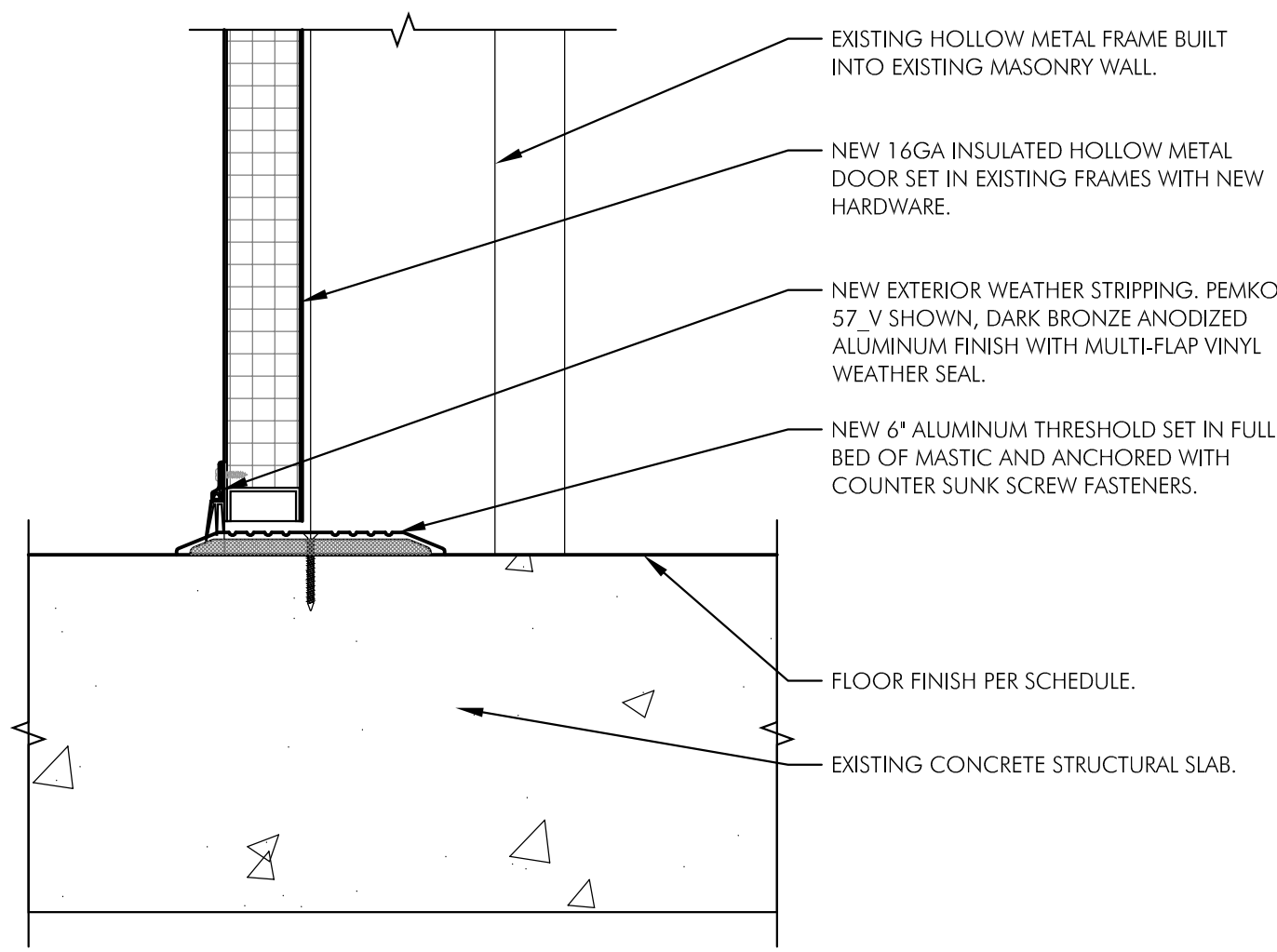
TOILET ACCESSORIES:

- 1 TOILET TISSUE DISPENSER, (OFCL)
- 2 HANDS FREE PAPER TOWEL DISPENSER, (OFCL)
- 3 SOAP DISPENSER, (OFCL)
- 4 2'-0"x3'-0" FRAMED MIRROR
- 5 TOILET SEAT COVER DISPENSER, (OFCL)
- 6 NOT USED
- 7 NOT USED
- 8 DOUBLE ROBE HOOK, ONE MOUNTED FOR ACCESSIBLE USE, ONE FOR NORMAL USE.
- 9 SANITARY NAPKIN DISPOSAL UNIT (WOMENS R.R. ONLY), (OFCL)
- 10 SANITARY NAPKIN DISPENSER, (OFCL)
- 11 URINAL W/ HANDICAPPED ACCESS + MOUNTING HEIGHT
- 12 HANDICAPPED TOILET PLAN + ELEVATION W/ GRAB BAR MOUNTING HEIGHT.
- 13 HANDICAPPED PROFILE W/ GRAB BAR MOUNTING HEIGHT AND DISPENSER LOCATION
- 14 STANDARD TOILET STALL ELEVATION W/ HEIGHTS
- 15 GRAB BAR



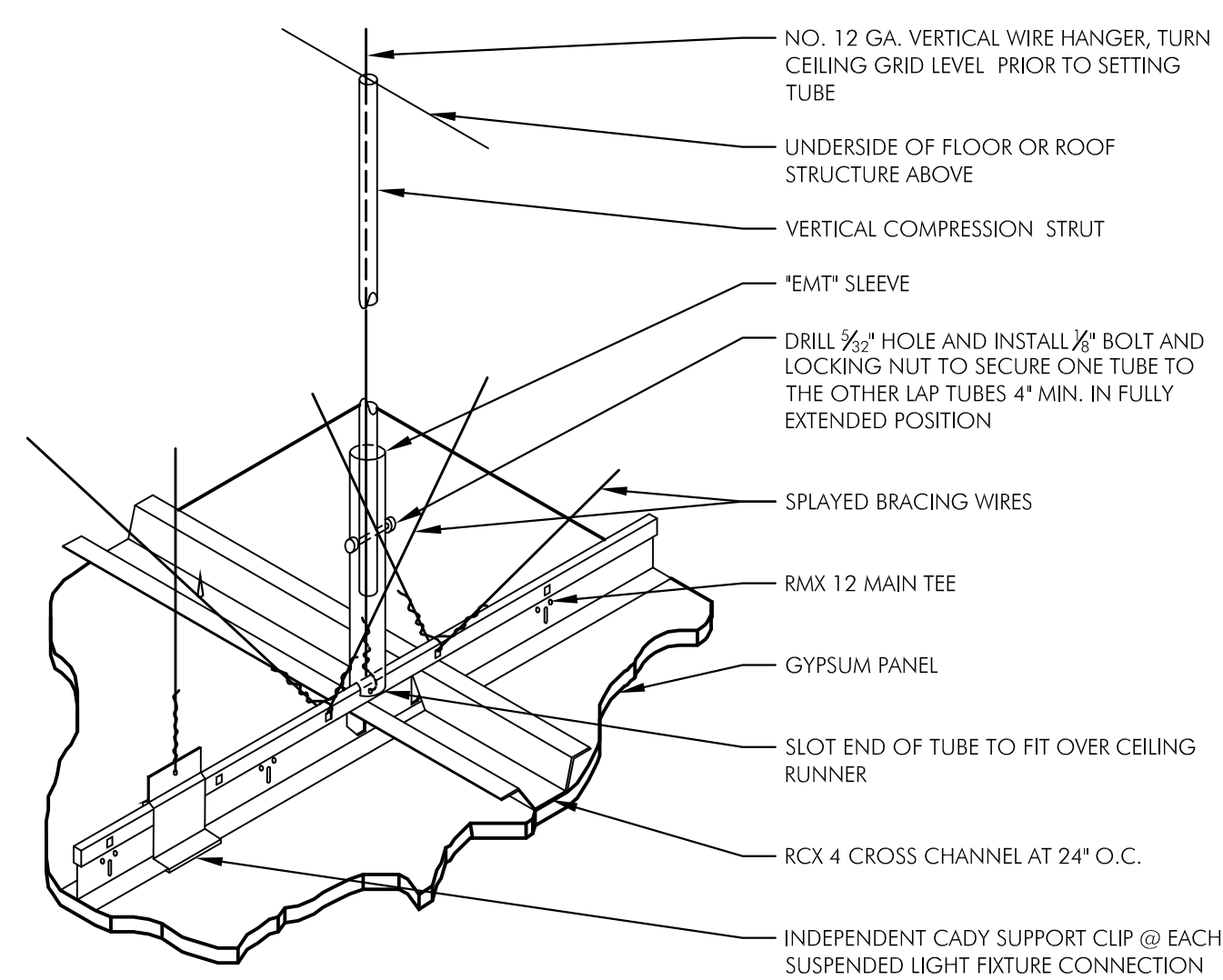
1 TOILET ACCESSORIES MOUNTING HEIGHTS DETAIL

0' 1' 2' 4' 8' 12' 1/4" = 1'-0" XY-Toilet Accessories Heights.dwg



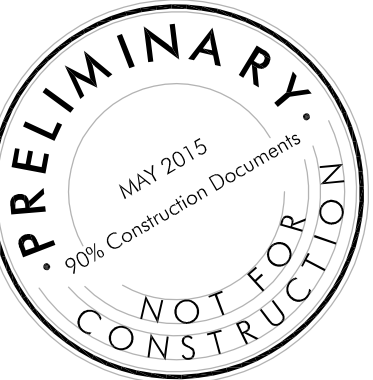
2 EXTERIOR H/M DOOR SILL DETAIL

0' 1' 2' 4' 6' 1'-0" 3" = 1'-0" XY Entry HM Door Sill Detail.dwg



3 SUSPENDED GYP. BRD. CEILING BRACING DETAIL

0' 1' 2' 4' 6' 1'-0" 3" = 1'-0" XY-Ceiling Brace Details.dwg



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DETAIL PLAN NOTES:

POD 1 FLOOR 1

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
- REMOVE LOOSE GROUT FROM JOINTS AND REGROUT GLAZED CMU WALL SURFACES
- GROUT PATCH ANCHOR HOLES ON RESTROOM FLOOR
- EPOXY GROUT ABANDONED FASTENER HOLES IN ALL RESTROOM WALLS, MATCH COLOR OF GLAZED CMU
- REMOVE PAINT, APPLY EPOXY GROUT PATCH TO SHOWER COLUMNS ALL SIDES, MATCH COLOR OF GLAZED CMU
- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- CLEAN AND INFILL BASE OF HALLWAY WINDOWS

POD 1 FLOOR 2

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- CLEAN/REPAINT RADIATOR PIPE COVER
- APPLY EPOXY GROUT PATCH TO LARGE HOLES IN TOILET ROOM WALLS TO MATCH COLOR OF GLAZED CMU
- CLEAN AND INFILL BASE OF HALLWAY WINDOW @ 123

POD 1 FLOOR 3

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- CLEAN/REPAINT RADIATOR PIPE COVER
- CLEAN RUST OFF RESTROOM DOOR FRAME BOTTOM
- REPLACE (1) MIRROR

POD 2 FLOOR 1

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS

POD 2 FLOOR 2

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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS

POD 2 FLOOR 3

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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- CLEAN AND FIX HALLWAY WINDOW BASE @ 233

POD 3 FLOOR 1

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
- REMOVE LOOSE GROUT FROM JOINTS AND REGROUT GLAZED CMU WALL SURFACES
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS

POD 3 FLOOR 2

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS

POD 3 FLOOR 3

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS

POD 4 FLOOR 1

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- APPLY EPOXY GROUT PATCH TO LARGE HOLES IN TOILET ROOM WALLS, MATCH COLOR OF GLAZED CMU
- PATCH AND GROUT BERM IN FAR SHOWER STALL

POD 4 FLOOR 2

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- CLEAN/REPAINT RADIATOR PIPE COVER

POD 4 FLOOR 3

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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- APPLY EPOXY GROUT PATCH TO LARGE HOLES IN SHOWER STALL WALLS, MATCH COLOR OF GLAZED CMU
- CLEAN RUST OFF RESTROOM DOOR FRAME BOTTOM

POD 5 FLOOR 1

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- REMOVE PAINT, APPLY EPOXY GROUT PATCH TO SHOWER COLUMNS ALL SIDES, MATCH COLOR OF GLAZED CMU
- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- PROVIDE RADIATOR PIPE COVER

POD 5 FLOOR 2

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- APPLY EPOXY GROUT PATCH TO LARGE HOLES IN TOILET ROOM WALLS, MATCH COLOR OF GLAZED CMU
- CLEAN AND INFILL BASE OF HALLWAY WINDOW @ 623 AND 626

POD 6 FLOOR 3

- WHERE LOCKERS AND DOOR CLOSER REMOVED FROM RESTROOM FLOOR, SEAL EXPOSED CONCRETE
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- CLEAN AND TIGHTEN ALL RAILS AT HALLWAY WINDOWS
- CLEAN/REPAINT RADIATOR PIPE COVER

GENERAL DEMOLITION NOTES:

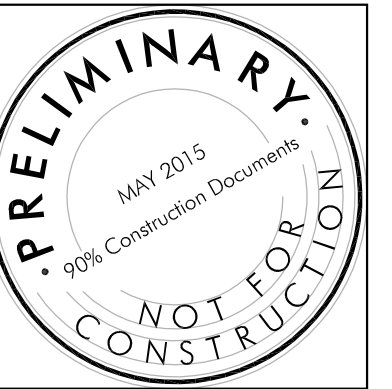
- GENERAL DEMOLITION NOTES APPLY TO ALL DEMOLITION DRAWINGS.
- COORDINATE WORK WITH UTILITY COMPANIES; NOTIFY BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS; OBTAIN REQUIRED PERMITS.
- COMPLY WITH APPLICABLE CODES AND REGULATIONS FOR DEMOLITION OPERATIONS AND SAFETY OF ADJACENT STRUCTURES AND THE PUBLIC.
 - OBTAIN REQUIRED PERMITS.
 - COMPLY WITH APPLICABLE REQUIREMENTS OF NFPA 241.
 - USE OF EXPLOSIVES IS NOT PERMITTED.
 - PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
 - USE PHYSICAL BARRIERS TO PREVENT ACCESS TO AREAS THAT COULD BE HAZARDOUS TO WORKERS OR THE PUBLIC.
 - CONDUCT OPERATIONS TO MINIMIZE EFFECTS ON AND INTERFERENCE WITH ADJACENT STRUCTURES AND OCCUPANTS.
 - DO NOT CLOSE OR OBSTRUCT ROADWAYS OR SIDEWALKS WITHOUT PERMIT.
 - CONDUCT OPERATIONS TO MINIMIZE OBSTRUCTION OF PUBLIC AND PRIVATE ENTRANCES AND EXITS; DO NOT OBSTRUCT REQUIRED EXITS AT ANY TIME; PROTECT PERSONS USING ENTRANCES AND EXITS FROM REMOVAL OPERATIONS.
 - OBTAIN WRITTEN PERMISSION FROM OWNERS OF ADJACENT PROPERTIES WHEN DEMOLITION EQUIPMENT WILL TRAVERSE, INFRINGE UPON OR LIMIT ACCESS TO THEIR PROPERTY.
- MINIMIZE PRODUCTION OF DUST DUE TO DEMOLITION OPERATIONS; DO NOT USE WATER IF THAT WILL RESULT IN ICE, FLOODING, SEDIMENTATION OF PUBLIC WATERWAYS OR STORM SEWERS, OR OTHER POLLUTION.
- PERFORM DEMOLITION IN A MANNER THAT MAXIMIZES SALVAGE AND RECYCLING OF MATERIALS.
 - DISMANTLE EXISTING CONSTRUCTION AND SEPARATE MATERIALS.
 - SET ASIDE REUSABLE, RECYCLABLE, AND SALVAGEABLE MATERIALS; STORE AND DELIVER TO COLLECTION POINT OR POINT OF REUSE.
- HAZARDOUS MATERIALS: COMPLY WITH 29 CFR 1926 AND STATE AND LOCAL REGULATIONS.
- MAINTAIN WEATHERPROOF EXTERIOR BUILDING ENCLOSURE EXCEPT FOR INTERRUPTIONS REQUIRED FOR REPLACEMENT OR MODIFICATIONS; TAKE CARE TO PREVENT WATER AND HUMIDITY DAMAGE.
- DRAWINGS SHOWING EXISTING CONSTRUCTION AND UTILITIES ARE BASED ON CASUAL FIELD OBSERVING AND EXISTING RECORD DOCUMENTS ONLY.
 - VERIFY THAT CONSTRUCTION AND UTILITY ARRANGEMENTS ARE AS SHOWN.
 - REPORT DISCREPANCIES TO ARCHITECT BEFORE DISTURBING EXISTING INSTALLATION.
 - BEGINNING OF DEMOLITION WORK CONSTITUTES ACCEPTANCE OF EXISTING CONDITIONS.
- SEPARATE AREAS IN WHICH DEMOLITION IS BEING CONDUCTED FROM OTHER AREAS THAT ARE STILL OCCUPIED.
 - PROVIDE, ERECT, AND MAINTAIN TEMPORARY DUSTPROOF PARTITIONS OF CONSTRUCTION IN LOCATIONS INDICATED ON DRAWINGS OR AS DIRECTED.
- REMOVE EXISTING WORK AS INDICATED AND AS REQUIRED TO ACCOMPLISH NEW WORK.
 - REMOVE ITEMS INDICATED ON DRAWINGS.
- SERVICES (INCLUDING BUT NOT LIMITED TO HVAC, PLUMBING, FIRE PROTECTION, ELECTRICAL, AND TELECOMMUNICATIONS): REMOVE EXISTING SYSTEMS AND EQUIPMENT AS INDICATED.
 - MAINTAIN EXISTING ACTIVE SYSTEMS THAT ARE TO REMAIN IN OPERATION; MAINTAIN ACCESS TO EQUIPMENT AND OPERATIONAL COMPONENTS.
 - WHERE EXISTING ACTIVE SYSTEMS SERVE OCCUPIED FACILITIES BUT ARE TO BE REPLACED WITH NEW SERVICES, MAINTAIN EXISTING SYSTEMS IN SERVICE UNTIL NEW SYSTEMS ARE COMPLETE AND READY FOR SERVICE.
 - VERIFY THAT ABANDONED SERVICES SERVE ONLY ABANDONED FACILITIES BEFORE REMOVAL.
 - REMOVE ABANDONED PIPE, DUCTS, CONDUITS, AND EQUIPMENT, INCLUDING THOSE ABOVE ACCESSIBLE CEILINGS; REMOVE BACK TO SOURCE OF SUPPLY WHERE POSSIBLE, OTHERWISE CAP STUB AND TAG WITH IDENTIFICATION.
- PROTECT EXISTING WORK TO REMAIN.
 - PREVENT MOVEMENT OF STRUCTURE; PROVIDE SHORING AND BRACING IF NECESSARY.
 - PERFORM CUTTING TO ACCOMPLISH REMOVALS NEATLY AND AS SPECIFIED FOR CUTTING NEW WORK.
 - REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING REMOVAL WORK.
 - PATCH AS SPECIFIED FOR PATCHING NEW WORK.
- REMOVE DEBRIS, JUNK, AND TRASH FROM SITE.
- REMOVE FROM SITE ALL MATERIALS NOT TO BE REUSED ON SITE; DO NOT BURN OR BURY.
- LEAVE SITE IN CLEAN CONDITION, READY FOR SUBSEQUENT WORK.
- CLEAN UP SPILLAGE AND WIND-BLOWN DEBRIS FROM PUBLIC AND PRIVATE LANDS.

STUDIO

3

ARCHITECTURE
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IN THE EVENT CONTACTS ARE DISCOVERED BETWEEN THE ORIGINAL SIGNED AND SEALED DOCUMENTS PREPARED BY THE ARCHITECTS AND/OR THEIR CONSULTANTS, AND ANY COPY OF THE DOCUMENTS TRANSMITTED BY MAIL, FAX, ELECTRONICALLY OR OTHERWISE, THE ORIGINAL SIGNED AND SEALED DOCUMENTS SHALL GOVERN.

PROJECT # 2015-29

DATE: 05/14/2015

REVISIONS

WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
345 N MONMOUTH AVE MONMOUTH OR 97361

SHEET

A6.03

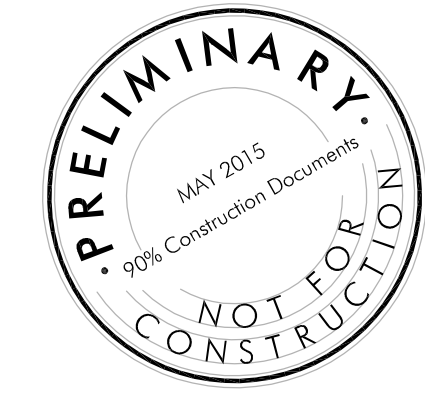
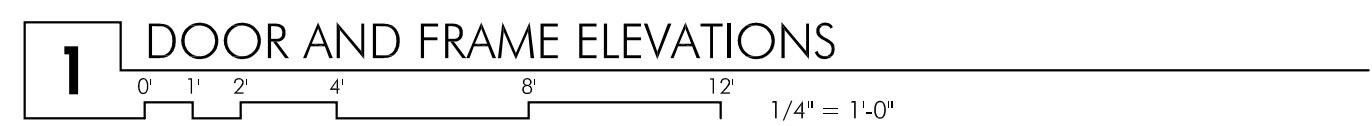
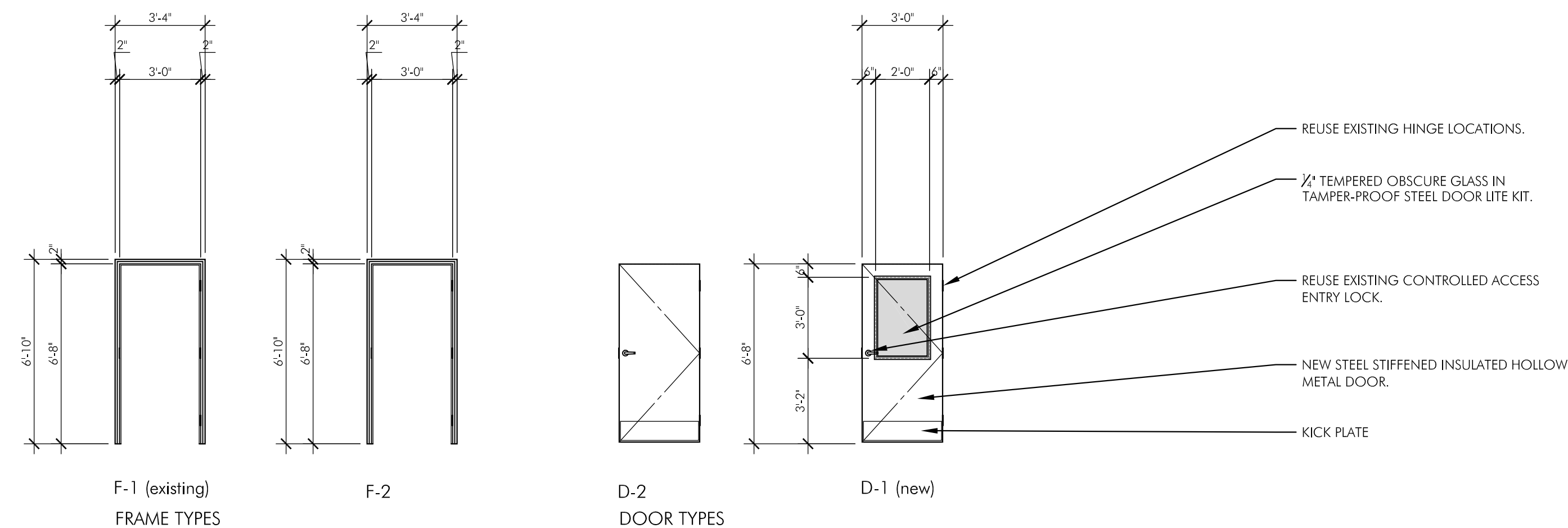
DOOR SCHEDULE											ALL DOORS TO BE 1 1/2" THICK UNLESS OTHERWISE NOTED.		
NO.	DOOR				FRAME			DETAILS			HDWR. GROUP	LABEL	REMARKS
	NOMINAL SIZE	TYPE	MATL	GLASS	TYPE	MATL	GLASS	H	J	S			
POD 1													
1110-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
1210-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
1310-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
1112-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
1212-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
1312-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
POD 2													
2110-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2210-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2310-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2111-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2211-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2311-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2112-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2212-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
2312-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
POD 3													
3110-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3110-2	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3210-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3210-2	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3310-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3310-2	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3112-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3212-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
3312-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
POD 4													
4110-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4210-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4310-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4111-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4211-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4311-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4112-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4212-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
4312-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	

DOOR SCHEDULE											ALL DOORS TO BE 1 1/2" THICK UNLESS OTHERWISE NOTED.		
NO.	DOOR				FRAME			DETAILS			HDWR. GROUP	LABEL	REMARKS
	NOMINAL SIZE	TYPE	MATL	GLASS	TYPE	MATL	GLASS	H	J	S			
POD 5													
5110-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5110-2	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5210-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5210-2	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5310-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5310-2	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5112-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5212-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
5312-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
POD 6													
6110-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
6210-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
6310-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
6112-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
6212-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
6312-1	3'-0" x 6'-8"	D-1	H.M. Steel	1/4" Type S-6	F-1 (exist)	STEEL	n/a	--	--	--	HW-30	n/a	
LOUNGE RESTROOM													
L111-1	3'-0" x 6'-8"	D-2	H.M. Steel	n/a	F-2	H.M. STEEL	n/a	--	--	--	HW-5	n/a	OCCUPIED INDICATOR

ADDITIONAL DOOR SCHEDULE NOTES:

AT ALL RESTROOMS ROOM No. XX13, (18 LOCATIONS), ADD A KICKPLATE TO THE RESTROOM DOOR AS WELL AS A KICKDOWN HOLD OPEN "HAGER 270C".

AT ALL TELEPHONE ROOMS, ROOM No XX15, (18 LOCATIONS), MODIFY EXISTING LOCKSET TO ALLOW ACCESS AT ALL TIMES.



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PROJECT # 2015-29
DATE: 05/14/2015
REVISIONS

WESTERN OREGON UNIVERSITY:
LANDERS HALL REMODEL
345 N MONMOUTH AVE MONMOUTH OR 97361

**SECTION 00 0101
PROJECT TITLE PAGE
PROJECT MANUAL**

FOR

LANDERS HALL REMODEL

AT

**WESTERN OREGON UNIVERSITY
345 N MONMOUTH AVENUE
MONMOUTH OREGON 97361
OWNERS REPRESENTATIVE:
BRAD HUGGINS, CONSTRUCTION MANAGER
P: 503.838.8180
E: HUGGINSB@WOU.EDU**

DATE: MAY 12, 2015

PREPARED BY:

**STUDIO 3 ARCHITECTURE, INC
PROJECT NO: 2015.29**

END OF SECTION

SECTION 00 0107
SEALS PAGE



ARCHITECT:

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END OF SECTION

SECTION 00 0110
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- B. 00 0107 - Seals Page
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- B. 01 2300 - Alternates
- C. 01 3000 - Administrative Requirements
- D. 01 3553 - Security Procedures
- E. 01 4000 - Quality Requirements
- F. 01 5000 - Temporary Facilities and Controls
- G. 01 6000 - Product Requirements
- H. 01 6116 - Volatile Organic Compound (VOC) Content Restrictions
 - 1. 01 6116.01 - Accessory Material VOC Content Certification Form
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- J. 01 7419 - Construction Waste Management and Disposal
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END OF SECTION

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Landers Hall Remodel
- B. Owner's Name: Western Oregon University.
- C. Architect's Name: Studio 3 Architecture, Inc.
- D. The Project consists of the remodeling of six dormitory buildings and a common lounge building on the campus of Western Oregon University in Monmouth, Oregon.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 4100.
- B. Scope of alterations work is shown on drawings.
- C. Renovate the following areas, complete including operational mechanical and electrical work and finishes:
- D. Refinish all surface areas of the following, as specified:
- E. Plumbing: Alter existing system and add new construction, do not impact services that feed other buildings on campus, including the Lounge in the Landers complex.
- F. HVAC: Alter existing system and add new construction, do not impact services that feed other buildings on campus, including the Lounge in the Landers complex.
- G. Electrical Power and Lighting: Alter existing system and add new construction, do not impact services that feed other buildings on campus, including the Lounge in the Landers complex.
- H. Fire Alarm: Alter existing system and add new construction, do not impact services that feed other buildings on campus, including the Lounge in the Landers complex.
- I. Data: Alter existing system and add new construction, keeping existing in operation.

1.04 WORK BY OWNER

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion. Some items include:
 - 1. Carpet.

1.05 OWNER OCCUPANCY

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the building is unoccupied.
 2. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

- A. Construct Work in stages during the construction period:
1. Stage 1: All work in pods 1 through 3, and the lounge, needs to be completed by Sept. 11, 2015.
 2. Stage 2: Demolition work in pods 4 through 6 needs to be completed by Sept. 11, 2015; completion of all other work in these pods needs to be completed by October 30, 2015.
- B. Coordinate construction schedule and operations with Owner.

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

1.02 ACCEPTANCE OF ALTERNATES

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

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Toilet Partition Door Replacement:
 - 1. Base Bid Item: Toilet partition work is restricted to supply and installation of 2 doors and a jamb with associated hardware, where these are missing in the noted locations.
 - 2. Alternate Item: Section 10 2113.19 - Plastic Toilet Compartments and Drawing number A2.52 including the replacement of all toilet compartment doors with a different color.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Progress photographs.
- E. Submittals for review, information, and project closeout.
- F. Submittal procedures.

1.02 PROJECT COORDINATION

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.

5. Designation of personnel representing the parties to Contract, Owner and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

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

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.04 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect.
- D. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
 2. Consult with Architect for instructions on views required.

3. Provide factual presentation.
 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Via email.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
 4. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

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

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

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

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:

1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit one copy; the Contractor shall make his own copies from original returned by the Architect after making his own file copy.
 2. Larger Size Sheets, Not Larger Than 22 x 34 inches: Submit one copy; the Contractor shall make his own copies from original returned by the Architect after making his own file copy.
- C. Documents for Information: Submit one copy.
- D. Extra Copies at Project Closeout: See Section 01 7800.
- E. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Do not reproduce the Contract Documents to create shop drawings.
 3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Deliver submittals to Architect at at designated email address or business address.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

END OF SECTION

**SECTION 01 3553
SECURITY PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.

1.02 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program in coordination with Owner's existing security system at project mobilization.
- C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

1.03 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to Owner on request.
- D. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.04 REFERENCES AND STANDARDS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 MOCK-UPS

- A. Before installing portions of the Work where mockups are required, construct mockups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Provide supervisory personnel who will oversee mockup construction. Provide workers that will be employed during the construction at Project.
- D. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- E. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- F. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mockup.
 - 2. Make corrections as necessary until Architect's approval is issued.
- G. Accepted mock-ups shall be a comparison standard for the remaining Work.
- H. Accepted mock-ups may remain as part of the finished work.

3.03 TOLERANCES

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

3.04 MANUFACTURERS' FIELD SERVICES

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

3.05 DEFECT ASSESSMENT

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

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

1.02 REFERENCE STANDARDS

1.03 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. New permanent facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

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

1.06 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.07 EXTERIOR ENCLOSURES

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

1.08 SECURITY - SEE SECTION 01 3553

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

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Designated existing on-site roads may be used for construction traffic.
- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- G. Existing parking areas located at Parking Lot J, by permit only, may be used for construction parking, subject owner permitting arrangements.

1.10 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.
- B. EN 15804 - Sustainability of construction works - Environmental product declarations - Core rules for the product category of construction products; 2012.
- C. GreenScreen (LIST) - GreenScreen for Safer Chemicals List Translator; Clean Production Action; www.greenscreenchemicals.org.
- D. GreenScreen (METH) - GreenScreen for Safer Chemicals Method v1.2; Clean Production Action; www.greenscreenchemicals.org.
- E. ISO 14025 - Environmental labels and declarations -- Type III environmental declarations -- Principles and procedures; 2006.
- F. ISO 14040 - Environmental management -- Life cycle assessment -- Principles and framework; 2006.
- G. ISO 14044 - Environmental management -- Life cycle assessment -- Requirements and guidelines; 2006.
- H. ISO 21930 - Sustainability in building construction -- Environmental declaration of building products; 2007.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.04 QUALITY ASSURANCE

- A. Environmental Product Declaration (EPD): Publicly available, critically reviewed life cycle analysis having at least a cradle-to-gate scope.
 - 1. Good: Product-specific; compliant with ISO 14044.

2. Better: Industry-wide, generic; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 3. Best: Commercial-product-specific; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 4. Where demonstration of impact reduction below industry average is required, submit both industry-wide and commercial-product-specific declarations; or submit at least 5 declarations for products of the same type by other manufacturers in the same industry.
- B. GreenScreen Chemical Hazard Analysis: All ingredients of 100 parts-per-million or greater evaluated using GreenScreen for Safer Chemicals Method v1.2.
1. Good: GreenScreen List Translator evaluation to identify Benchmark 1 hazards; a Health Product Declaration includes this information.
 2. Better: GreenScreen Full Assessment.
 3. Best: GreenScreen Full Assessment by GreenScreen Licensed Profiler.
 4. Acceptable Evidence: GreenScreen report.
- C. Recycled Content: Determine percentage of post-consumer and post-industrial content separately, using the guidelines contained in 16 CFR 260.7(e).
1. Previously used, reused, refurbished, and salvaged products are not considered recycled.
 2. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
 3. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of all material in the item.
 4. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.
 5. Acceptable Evidence:
 - a. For percentage of recycled content, information from manufacturer.
 - b. For cost, Contractor's cost data.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 1. Made outside the United States, its territories, Canada, or Mexico.
 2. Made using or containing CFC's or HCFC's.
 3. Made of wood from newly cut old growth timber.
 4. Containing lead, cadmium, asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste.
 6. Are made of vegetable materials that are rapidly renewable.

7. Are made of recycled materials.
8. Have a published GreenScreen Chemical Hazard Analysis.

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

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

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

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

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner reviewed shop drawings, product data, and samples.

2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

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

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 6116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.
- C. Requirement for installer certification that they did not use any non-compliant products.

1.02 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings.
 - 2. Interior adhesives and sealants, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
 - 7. Other products when specifically stated in the specifications.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings.
 - 2. Interior adhesives and sealants, including flooring adhesives.
 - 3. Other products when specifically stated in the specifications.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- D. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; California Air Resources Board; current edition.
- E. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.

- F. CHPS (HPPD) - High Performance Products Database; Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.
- G. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Carpet and Rug Institute; Current Edition.
- H. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2011.
- I. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition; www.aqmd.gov.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.
- K. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at www.scs-certified.com.
- L. UL (GGG) - GREENGUARD Gold Certified Products; UL Environment; current listings at <http://http://productguide.ulenvironment.com/QuickSearch.aspx>.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

1.05 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 - 4. Product data submittal showing VOC content is NOT acceptable evidence.
 - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.
 - c. Certification by manufacturer that product complies with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scs-certified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.

- d. Certification by manufacturer that product complies with requirements.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 - 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
 - 2. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 - 2. Aerosol Adhesives: GreenSeal GS-36.
 - 3. Joint Sealants: SCAQMD 1168 Rule.
 - 4. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 6116.01
ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM

FORM

1.01 IDENTIFICATION:

- A. Project Name: _____
- B. Project No.: _____
- C. Architect: _____

1.02 USE OF THIS FORM:

- A. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
- B. Contractor is required to obtain and submit this form from each installer of work on this project.
- C. For each product category listed, circle the correct words in brackets: either [HAS] or [HAS NOT].
- D. If any of these accessory materials has been used, attach to this form product data and MSDS sheet for each such product.

1.03 VOC CONTENT RESTRICTIONS ARE SPECIFIED IN SECTION 01 6116.

2.01 PRODUCT CERTIFICATION

- A. I certify that the installation work of my firm on this project:
 - 1. [HAS] [HAS NOT] required the use of any ADHESIVES.
 - 2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
 - 3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
 - 4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.
- B. Product data and MSDS sheets are attached.

3.01 CERTIFIED BY: (INSTALLER/MANUFACTURER/SUPPLIER FIRM)

- A. Firm Name: _____
- B. Print Name: _____
- C. Signature: _____
- D. Title: _____ (officer of company)
- E. Date: _____

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 3 years of documented experience.

- B. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- F. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 PREINSTALLATION MEETINGS

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

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.

- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.

4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

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

3.09 PROTECTION OF INSTALLED WORK

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

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 ADJUSTING

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

3.12 FINAL CLEANING

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

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Accompany Project Coordinator on Contractor's preliminary final inspection.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 1000 - Site Clearing for use options.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. The following sources may be useful in developing the Waste Management Plan:
 - 1. Recycling Haulers and Markets: Local web directories contains local haulers and markets for recyclable materials. This list is provided for information only and is not necessarily comprehensive; other haulers and markets are acceptable.
 - 2. Recycling Economics Information: local web directories contains information that may be useful in estimating the costs or savings or recycling options.
- H. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- I. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit Waste Management Plan within 10 calendar days after receipt of Notice of Award of Bid, or prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.
- C. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - a. List each material proposed to be salvaged, reused, or recycled.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- D. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:

- a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
4. Incinerator Disposal: Include the following information:
- a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
- a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
6. Material Reused on Project: Include the following information for each:
- a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. See Section 01 6000 - Product Requirements for substitution submission procedures.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 6000:
 1. Relative amount of waste produced, compared to specified product.
 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Price.
 3. Proposed disposal method for waste product.
 4. Markets for recycled waste product.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.

- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 - 2. Provide containers as required.
 - 3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 4. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
 - 5. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

- I. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Operation and maintenance data.
 - c. Field quality control data.
 - d. Photocopies of warranties and bonds.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- G. Section 31 2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: As specified in Section 31 2323 - Fill.

PART 3 EXECUTION

3.01 SCOPE

- A. Remove existing soffits in corridors and restroom areas as indicated.
- B. Remove 16" high CMU bond beams as indicated. (Note: the bond beams indicated to be removed do not form part of the load bearing system for the building).
- C. Remove combination drinking fountain unit and cabinet for abandoned fire hose installation.
- D. Remove existing mirrors in rest rooms and store for reinstallation in the work. Replace broken or cracked units per Section 08 8300 - Mirrors.
- E. Remove other items indicated, for salvage, relocation, and recycling.
- F. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2200.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 4. Provide, erect, and maintain temporary barriers and security devices.
 - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 7. Do not close or obstruct roadways or sidewalks without permit.
 - 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Comply with requirements of Section 01 7419 - Waste Management.
 - 2. Dismantle existing construction and separate materials.
 - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.

3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 07 9005
JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.

1.02 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.
- C. Samples: Submit two samples, 3/8 x 4 inch in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years documented experience and approved by manufacturer.

1.06 FIELD CONDITIONS

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

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 SEALANTS

- A. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
 - 3. Products:
 - a. Pecora Corporation; AC-20 + Silicone Acrylic Latex Caulking Compound: www.pecora.com.
 - b. Sherwin-Williams Company; White Lightning 3006 Siliconized Acrylic Latex Caulk: www.sherwin-williams.com.
 - c. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com.

- d. Substitutions: See Section 01 6000 - Product Requirements.
- B. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.
 - 1. Applications: Use for:
 - a. Joints between plumbing fixtures and floor and wall surfaces.
 - b. Joints between kitchen and bath countertops and wall surfaces.
 - 2. Products:
 - a. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - b. Pecora Corporation; 898NST Sanitary Silicone Sealant - Class 50: www.pecora.com.
 - c. Tremco Global Sealants: www.tremcosealants.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- C. Acoustical Sealant for Concealed Locations:
 - 1. Composition: Permanently tacky non-hardening butyl sealant.
 - 2. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
 - 3. Products:
 - a. Bostik Inc: www.bostik-us.com.
 - b. Tremco Global Sealants: www.tremcosealants.com.
 - c. Hilti, Inc.; CP 506 Smoke and Acoustical Sealant: www.us.hilti.com.
 - d. Hilti, Inc.; CP 572 Smoke and Acoustical Spray Sealant: www.us.hilti.com.
 - e. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACCESSORIES

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

THERMAL AND MOISTURE PROTECTION

- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- H. Tool joints concave.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated steel doors and frames.
- B. Steel frames for wood doors.
- C. Thermally insulated steel doors.
- D. Steel glazing frames.
- E. Accessories, including glazing.

1.02 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.
- C. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- E. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2011.
- F. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014. (ANSI/BHMA A156.115)
- G. ICC A117.1 - Accessible and Usable Buildings and Facilities; International Code Council; 2009 (ANSI).
- H. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Maintain at the project site a copy of all reference standards dealing with installation.

1.05 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Assa Abloy Ceco, Curries, or Fleming: www.assaabloydss.com.

2. Republic Doors: www.republicdoor.com.
3. Steelcraft, an Allegion brand: www.allegion.com/us.
4. Technical Glass Products; SteelBuilt Window & Door Systems: www.tgpamerica.com.
5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 1. Accessibility: Comply with ICC A117.1 and ADA Standards.
 2. Door Top Closures: Flush with top of faces and edges.
 3. Door Edge Profile: Beveled on both edges.
 4. Door Texture: Smooth faces.
 5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
 6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
 7. Galvanizing for Units in Wet Areas: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness
 8. Finish: Factory primed, for field finishing.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 STEEL DOORS

- A. Exterior Doors:
 1. Grade: ANSI/SDI A250.8 (SDI-100); Level 3 - Extra Heavy-Duty, Physical Performance Level A, Model 1 - Full Flush.
 2. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
 3. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C1363.
 4. Weatherstripping: Separate, see Section 08 7100.

2.04 STEEL FRAMES

- A. General:
 1. Comply with the requirements of grade specified for corresponding door.
 - a. Frames for Wood Doors: Comply with frame requirements in accordance with ANSI/SDI A250.8 (SDI-100), Level 2, 16 gage, 0.053 inch.
 2. Finish: Same as for door.
- B. Interior Door Frames, Non-Fire-Rated: Fully welded type.
- C. Frames for Interior Glazing or Borrowed Lights: Construction and face dimensions to match door frames, and as indicated on drawings.

2.05 ACCESSORY MATERIALS

- A. Glazing: As specified in Section 08 8000, factory installed.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- C. Mechanical Fasteners for Concealed Metal-to-Metal Connections: Self-drilling, self-tapping, steel with electroplated zinc finish.
- D. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- E. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

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

3.03 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

3.04 ADJUSTING

- A. Adjust for smooth and balanced door movement.

3.05 SCHEDULE - SEE DRAWINGS

END OF SECTION

SECTION 08 1416
FLUSH WOOD DOORS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- B. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.
- C. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2013.
- D. NFPA 105 - Standard for Smoke Door Assemblies and Other Opening Protectives; 2013
- E. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association; 2012.
- F. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- D. Specimen warranty.
- E. Samples: Submit two samples of door construction, 12 x 12 inch in size cut from top corner of door.
- F. Samples: Submit two samples of door veneer, 12 x 12 inch in size illustrating plastic laminate pattern and color.
- G. Manufacturer's Installation Instructions: Indicate special installation instructions.
- H. Warranty, executed in Owner's name.

1.03 QUALITY ASSURANCE

- A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
 - 1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.
- C. Installed Fire Rated Door and Transom Panel Assembly: Conform to NFPA 80 for fire rated class as indicated.

1.04 DELIVERY, STORAGE, AND HANDLING

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

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 DOORS AND PANELS

- A. All Doors: See drawings for locations and additional requirements.
 - 1. Quality Level: Custom Grade, Standard Duty performance, in accordance with AWI/AWMAC/WI (AWS).
 - 2. High Pressure Decorative Laminate Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
 - 1. Provide solid core doors at all locations.
 - 2. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with NFPA 252 or UL 10B - Negative (Neutral) Pressure; Underwriters Laboratories Inc. (UL) or Intertek/Warnock Hersey (WHI) labeled without any visible seals when door is open.
 - 3. High pressure decorative laminate finish where indicated on drawings.

2.02 DOOR AND PANEL CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.
- B. Fire Rated Doors: Mineral core type, with fire resistant composite core (FD), plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.

2.03 DOOR FACINGS

- A. High Pressure Decorative Laminate Facing for Fire Doors: NEMA LD 3, SGF; color as selected; textured, low gloss finish.
- B. High Pressure Decorative Laminate Facing for Non-Fire-Rated Doors: NEMA LD 3, HGS; color as selected; textured, low gloss finish.
- C. Facing Adhesive: Type I - waterproof.

2.04 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
 - 1. Provide solid blocks at lock edge for hardware reinforcement.
 - 2. Provide solid blocking for other throughbolted hardware.
- C. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- D. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- E. Provide edge clearances in accordance with the quality standard specified.

2.05 FACTORY FINISHING - WOOD VENEER DOORS

- A. Finish work in accordance with AWI/AWMAC/WI (AWS), Section 5 - Finishing for grade specified and as follows:
- B. Seal door top edge with color sealer to match door facing.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.

1. Install fire-rated doors in accordance with NFPA 80 requirements.
 2. Install smoke and draft control doors in accordance with NFPA 105 requirements.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

3.03 TOLERANCES

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

3.04 ADJUSTING

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

3.05 SCHEDULE - SEE DRAWINGS

END OF SECTION

**SECTION 08 7100
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for wood and hollow steel doors.
- B. Hardware for fire-rated doors.
- C. Electrically operated and controlled hardware.
- D. Thresholds.
- E. Weatherstripping, seals and door gaskets.

1.02 REFERENCE STANDARDS

- A. BHMA A156.4 - American National Standard for Door Controls - Closers; Builders Hardware Manufacturers Association, Inc.; 2013 (ANSI/BHMA A156.4).
- B. BHMA A156.6 - American National Standard for Architectural Door Trim; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.6).
- C. BHMA A156.8 - American National Standard for Door Controls - Overhead Stops and Holders; Builders Hardware Manufacturers Association, Inc.; 2010 (ANSI/BHMA A156.8).
- D. BHMA A156.13 - American National Standard for Mortise Locks & Latches Series 1000; Builders Hardware Manufacturers Association; 2012 (ANSI/BHMA A156.13).
- E. BHMA A156.21 - American National Standard for Thresholds; Builders Hardware Manufacturers Association; 2014 (ANSI/BHMA A156.21).
- F. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2012 (ANSI/BHMA A156.22).
- G. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; Door and Hardware Institute; 2004.
- H. DHI WDHS.3 - Recommended Locations for Architectural Hardware for Flush Wood Doors; Door and Hardware Institute; 1993; also in WDHS-1/WDHS-5 Series, 1996.
- I. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2013.
- J. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products onto which door hardware will be installed.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- C. Convey Owner's keying requirements to manufacturers.
- D. Preinstallation Meeting: Convene a preinstallation meeting one week prior to commencing work of this section; require attendance by all affected installers.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- C. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents. Identify electrically operated items and include power requirements.
- D. Keying Schedule: Submit for approval of Owner.
- E. Samples: Prior to preparation of hardware schedule:

1. Submit 1 sample of hinge, lockset, and closer illustrating style, color, and finish.
 2. Samples will be returned to supplier.
- F. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.
- G. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
1. Submit manufacturer's parts lists and templates.
 2. Bitting List: List of combinations as furnished.
- H. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- I. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- J. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.
- K. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 6000 - Product Requirements, for additional provisions.
 2. Tools: One set of all special wrenches or tools applicable to each different or special hardware component, whether supplied by the hardware component manufacturer or not.

1.05 QUALITY ASSURANCE

- A. Standards for Fire-Rated Doors: Maintain one copy of each referenced standard on site, for use by Architect and Contractor.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- C. Hardware Supplier Qualifications: Company specializing in supplying commercial door hardware with 5 years of experience.
- D. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant (AHC) to assist in the work of this section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year warranty for door closers.

PART 2 PRODUCTS

2.01 DOOR HARDWARE - GENERAL

- A. Provide hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
1. Applicable provisions of federal, state, and local codes.
 2. Fire-Rated Doors: NFPA 80.
 3. Hardware on Fire-Rated Doors, Except Hinges: Listed and classified by UL as suitable for the purpose specified and indicated.
 4. Hardware for Smoke and Draft Control Doors (Indicated as "S" on Drawings): Provide hardware that enables door assembly to comply with air leakage requirements of the applicable code.
 5. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.

- D. Electrically Operated and/or Controlled Hardware: Provide all power supplies, power transfer hinges, relays, and interfaces required for proper operation; provide wiring between hardware and control components and to building power connection.

2.02 HINGES

- A. Hinges: Provide hinges on every swinging door.
 - 1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 - 2. Provide ball-bearing hinges at all doors having closers.
 - 3. Provide hinges in the quantities indicated.
 - 4. Provide non-removable pins on exterior outswinging doors.
 - 5. Where electrified hardware is mounted in door leaf, provide power transfer hinges.
- B. Quantity of Hinges Per Door:
 - 1. Doors From 60 inches High up to 90 inches High: Three hinges.
- C. Manufacturers - Hinges:
 - 1. Assa Abloy McKinney: www.assaabloydss.com.
 - 2. Bommer Industries, Inc: www.bommer.com.
 - 3. Hager Companies: www.hagerco.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.03 PUSH/PULLS

- A. Push/Pulls: Comply with BHMA A156.6.
 - 1. Provide push and pull on doors not specified to have lockset, latchset, exit device, or auxiliary lock.
 - 2. On solid doors, provide matching push plate and pull plate on opposite faces.

2.04 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
 - 1. Hardware Sets indicate locking functions required for each door.
 - 2. If no hardware set is indicated for a swinging door provide an office lockset.
 - 3. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 - 4. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
 - 1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

2.05 MORTISE LOCKSETS

- A. Locking Functions: As defined in BHMA A156.13, and as follows:
 - 1. Privacy: F19, or F02 with retraction of deadbolt by use of inside lever/knob.
 - 2. Always-Locked: F07, may not be left unlocked.
- B. Manufacturers - Mortise Locksets:
 - 1. Substitutions: See Section 01 6000 - Product Requirements.

2.06 FLUSHBOLTS

- A. Flushbolts: Lever extension bolts in leading edge of door, one bolt into floor, one bolt into top of frame.
 - 1. Pairs of Swing Doors: At inactive leaves, provide flush bolts of type as required to comply with code.
 - 2. Floor Bolts: Provide dustproof strike except at metal thresholds.
- B. Manual Flushbolts: Provide lever extensions for top bolt at over-size doors.

- C. Self-Latching Flushbolts: Automatically latch upon closing of door; manually retracted.
- D. Automatic Flushbolts: Automatically latch upon closing of door; automatic retraction of bolts when active leaf is opened.

2.07 CLOSERS

- A. Closers: Complying with BHMA A156.4.
 - 1. Provide surface-mounted, door-mounted closers unless otherwise indicated.
 - 2. Provide a door closer on every exterior door.
 - 3. Provide a door closer on every fire- and smoke-rated door. Spring hinges are not an acceptable self-closing device unless specifically so indicated.
 - 4. On pairs of swinging doors, if an overlapping astragal is present, provide coordinator to ensure the leaves close in proper order.
- B. Manufacturers - Closers:
 - 1. LCN, an Allegion brand: www.allegion.com/us.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.08 STOPS AND HOLDERS

- A. Stops: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
 - 1. Provide wall stops, unless otherwise indicated.
 - 2. If wall stops are not practical, due to configuration of room or furnishings, provide overhead stop.
 - 3. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.
- B. Manufacturers - Wall and Floor Stops/holders:
 - 1. Assa Abloy McKinney: www.assaabloydss.com.
 - 2. C. R. Laurence Co., Inc: www.crl-arch.com.
 - 3. Hager Companies: www.hagerco.com.
 - 4. Hiawatha, Inc: www.hiawathainc.com.
 - 5. Triangle Brass Manufacturing Co., Inc: www.trimcobbw.com.
 - 6. Substitutions: See Section 01 6000 - Product Requirements.

2.09 GASKETING AND THRESHOLDS

- A. Gaskets: Complying with BHMA A156.22.
 - 1. On each door in smoke partition, provide smoke gaskets; top, sides, and meeting stile of pairs. If fire/smoke partitions are not indicated on drawings, provide smoke gaskets on each door identified as a "smoke door" and 20-minute rated fire doors.
 - 2. On each exterior door, provide weatherstripping gaskets, unless otherwise indicated; top, sides, and meeting stiles of pairs.
 - a. Where exterior door is also required to have fire or smoke rating, provide gaskets functioning as both smoke and weather seals.
 - 3. On each exterior door, provide door bottom sweep, unless otherwise indicated.
- B. Thresholds: Complying with BHMA A156.21.
 - 1. At each exterior door, provide a threshold unless otherwise indicated.
 - 2. Width: 6", but in no case less than required to cover variations in floor finish.
 - 3. Field cut threshold to frame for tight fit.
- C. Fasteners At Exterior Locations: Non-corroding.
- D. Manufacturers - Gasketing and Thresholds:
 - 1. Assa Abloy McKinney: www.assaabloydss.com.
 - 2. Hager Companies: www.hagerco.com.
 - 3. National Guard Products, Inc: www.ngpinc.com.
 - 4. Pemko Manufacturing Co: www.pemko.com.
 - 5. Zero International, Inc: www.zerointernational.com.

6. Substitutions: See Section 01 6000 - Product Requirements.

2.10 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Protection Plates:
1. Kickplate: Provide on push side of every door with closer, except storefront and all-glass doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as indicated on shop drawings.
B. Verify that electric power is available to power operated devices and of the correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
B. Use templates provided by hardware item manufacturer.
C. Do not install surface mounted items until finishes applied to substrate are complete.
D. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
E. Mounting heights for hardware from finished floor to center line of hardware item: As listed in Schedule, unless otherwise noted:
1. For steel doors and frames: Comply with DHI "Recommended Locations for Architectural Hardware for Steel Doors and Frames."
2. For steel doors and frames: See Section 08 1113.
3. For wood doors: Comply with DHI "Recommended Locations for Architectural Hardware for Wood Flush Doors."
4. Wood doors: See Section 08 1416.
F. Set exterior door thresholds with full-width bead of elastomeric sealant on each point of contact with floor; anchor thresholds with stainless steel countersunk screws.

3.03 FIELD QUALITY CONTROL

- A. Provide an Architectural Hardware Consultant to inspect installation and certify that hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.04 ADJUSTING

- A. Adjust work under provisions of Section 01 7000.
B. Adjust hardware for smooth operation.
C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

- A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.06 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000.
B. Do not permit adjacent work to damage hardware or finish.

HARDWARE SETS

4.01 GENERAL

- A. These Hardware Sets indicate requirements for single doors of that type, with conditional requirements for pairs and other situations.

4.02 SWING DOORS -- NOT REQUIRING KEY LOCKING

- A. HW-1: Push/Pull, Non-Fire-Rated:
 - 1. Existing Closer.
 - 2. Push/Pull.
 - 3. New Kickplate
 - 4. New Kickdown Door Holder: Hager 270C
- B. HW-5: Privacy Lockset, Non-Fire-Rated:
 - 1. Lockset, Privacy.
 - 2. Occupant Indicator.
 - 3. Closer
 - 4. Hinges
 - 5. Kickplate

4.03 SWING DOORS -- LOCKABLE, MAY BE LEFT UNLOCKED, KEY NOT REQUIRED TO LOCK

- A. HW-10F: Office, Fire-Rated or Exterior:
 - 1. Closer.
 - 2. Lockset, Office.
 - 3. Pair: One leaf inactive; automatic or self-closing flush bolts as required to comply with code. If door fire rating requires astragal, provide coordinator.

4.04 SWING DOORS -- MAY NOT BE LEFT UNLOCKED

- A. HW-30: Always-Locked, Non-Fire-Rated:
 - 1. Lockset, Always-Locked, re-use existing Locknetics device.
 - 2. Exterior Outswing Doors: Lock Guard.
 - 3. New Closer
 - 4. New Hinges
 - 5. New Kickplate
 - 6. New Weatherstripping
 - 7. New Theshold
 - 8. New Door Bottom Sweep, Pemko 57_V
 - 9. New wall mounted door stop.
 - 10. Pair: One leaf inactive, with manual flush bolts.

END OF SECTION

SECTION 08 8000
GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. ASTM C1036 - Standard Specification for Flat Glass; 2011e1.
- B. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- D. GANA (GM) - GANA Glazing Manual; Glass Association of North America; 2009.
- E. GANA (SM) - GANA Sealant Manual; Glass Association of North America; 2008.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- D. Samples: Submit two samples 12 x 12 inch in size of glass units, showing design.
- E. Certificates: Certify that products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual and GANA Sealant Manual for glazing installation methods.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

1.05 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

PART 2 PRODUCTS

2.01 INSULATING GLASS UNITS

2.02 GLAZING UNITS

- A. Type S-6 - Obscure Glazing: Translucent, showing shadows but not forms.
 - 1. Application: Locations indicated on the drawings.
 - 2. Type: Patterned glass, fully tempered.
 - 3. Tint: Clear.
 - 4. Thickness: 1/4 inch, nominal.
 - 5. Glazing Method: Gasket glazing.

2.03 GLASS MATERIALS

- A. Float Glass: Provide float glass glazing unless otherwise indicated.
 - 1. Annealed Type: ASTM C1036, Type I, transparent flat, Class 1 clear, Quality Q3 (glazing select).
 - 2. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
 - 3. Tinted Types: Color and performance characteristics as indicated.

4. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

- B. Patterned Glass: Cast or molded glass.

2.04 GLAZING COMPOUNDS

2.05 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; black color.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.

3.03 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

- A. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.04 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.
- D. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.

3.05 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

END OF SECTION

SECTION 08 8300
MIRRORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass mirrors.

1.02 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- B. ASTM C1036 - Standard Specification for Flat Glass; 2011e1.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- D. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror; 2008 (Reapproved 2013).
- E. GANA (TIPS) - Mirrors: Handle with Extreme Care (Tips for the Professional on the Care and Handling of Mirrors); Glass Association of North America; 2011.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Mirror Types: Submit structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Manufacturer's Certificate: Certify that mirrors, meets or exceeds specified requirements.

1.04 FIELD CONDITIONS

- A. Do not install mirrors when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for reflective coating on mirrors and replacement of same.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reuse sound and uncracked mirrors salvaged from the work during demolition. Replace cracked and damaged mirrors with new.
- B. Mirror Design Criteria: Select materials and/or provide supports as required to limit mirror material deflection to 1/200, or to the flexure limit of glass, with full recovery of glazing materials, whichever is less.
- C. Mirror Glass; Type M-1: ASTM C1036, Type 1 - Transparent Flat, Class 1 - Clear, Quality - Q1 (high-quality mirrors); silvering, protective coating, and quality requirements in compliance with ASTM C1503.
 - 1. Thickness: 1/4 inch.
 - 2. Size: 24 inch wide x 35 inch high nominal.

2.02 GLAZING COMPOUNDS

- A. Silicone Sealant: ASTM C920, Type S, Grade NS, Class 25, Uses M and A; single component; chemical or solvent curing; non-bleeding, non-staining, cured Shore A hardness of 15 to 25; color as selected.

2.03 ACCESSORIES

- A. Mirror Attachment Accessories: Stainless steel clips.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Prepare installation in accordance with ASTM C1193 for solvent release sealants, and install sealant in accordance with manufacturer's instructions.

3.02 INSTALLATION

- A. Install mirrors in accordance with GANA (TIPS) and manufacturers recommendations.
- B. Set mirrors plumb and level, and free of optical distortion.
- C. Set mirrors with edge clearance free of surrounding construction including countertops or backsplashes.
- D. Frameless Mirrors: Set mirrors with clips, and anchor rigidly to wall construction.

3.03 CLEANING

- A. Remove wet glazing materials from finish surfaces.
- B. Remove labels after work is complete.
- C. Clean mirrors and adjacent surfaces.

END OF SECTION

**SECTION 09 2116
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Metal channel ceiling framing.
- C. Acoustic insulation.
- D. Cementitious backing board.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

- A. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units; 2013.1.
- B. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2013.1.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2012.
- D. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- E. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- F. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2011.
- G. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- H. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- I. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- J. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- K. ASTM C1325 - Standard Specification for Non-Asbestos Fiber-Mat Reinforced Cement Substrate Sheets; 2008b.
- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- M. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- N. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

- E. Test Reports: For stud framing products that do not comply with ASTM C645 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

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

2.02 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C-shaped.
 - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- B. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.

2.03 BOARD MATERIALS

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold-resistant board is required at all locations.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
 - 4. Mold-Resistant Paper-Faced Products:
 - a. American Gypsum Company; M-Bloc.
 - b. American Gypsum Company; M-Bloc Type X.
 - c. American Gypsum Company; M-Bloc Type C.
 - d. Continental Building Products; Mold Defense.
 - e. Continental Building Products; Mold Defense Type X.
 - f. Georgia-Pacific Gypsum; ToughRock Mold-Guard.
 - g. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold-Guard.
 - h. National Gypsum Company; Gold Bond XP Gypsum Board .
 - i. Substitutions: See Section 01 6000 - Product Requirements.
- B. Backing Board For Wet Areas: One of the following products:
 - 1. Application: Surfaces behind tile in wet areas including behind vanity areas.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - 3. ANSI Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325.
 - a. Thickness: 1/2 inch.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.

1. Types: As detailed or required for finished appearance.
 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead and LC-bead at exposed panel edges.
- D. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
1. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 2. Ready-mixed vinyl-based joint compound.
 3. Chemical hardening type compound.
- E. Screws for Attachment to Steel Members Less Than 0.033 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium plated for exterior locations.
- F. Screws for Attachment to Steel Members From 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
1. Level ceiling system to a tolerance of 1/1200.
 2. Laterally brace entire suspension system.
- C. Studs: Space studs at 16 inches on center.
1. Extend partition framing to structure where indicated and to ceiling in other locations.
 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 16 inches on center.
- F. Blocking: Install wood blocking for support of:
1. Framed openings.
 2. Plumbing fixtures.
 3. Wall mounted door hardware.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
1. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
1. Exception: Tapered edges to receive joint treatment at right angles to framing.

- C. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Cementitious Backing Board: Install over steel framing members where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.
- E. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.
- F. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For non-rated assemblies, install as follows:
 - 1. Single-Layer Applications: Screw attachment.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 09 3000
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for wall applications.
- B. Cementitious backer board as tile substrate.
- C. Non-ceramic trim.

1.02 REFERENCE STANDARDS

- A. ANSI A108/A118/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile - Version; 2013.1.
- B. ANSI A108.1A - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2013.1.
- C. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
- D. ANSI A108.1C - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
- E. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
- F. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 2013.1.
- G. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 2013.1.
- H. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 2013.1.
- I. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 2013.1.
- J. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2013.1.
- K. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2013.1.
- L. ANSI A108.12 - American National Standard Specifications for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 2013.1.
- M. ANSI A108.13 - American National Standard Specifications for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2013.1.
- N. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
- O. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation; 2013.1.
- P. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2013.1.
- Q. ANSI A136.1 - American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile; 2013.1.
- R. ANSI A137.1 - American National Standard Specifications for Ceramic Tile - Version; 2013.1.
- S. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation - Version; 2013.1.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of and ANSI A108/A118/A136.1 and TCNA (HB) on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum 5 years of documented experience.
- C. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 PRODUCTS

2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
 - 1. Dal-Tile Corporation: www.daltile.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Glazed Wall Tile, Type CT-1: ANSI A137.1, and as follows:
 - 1. Moisture Absorption: 3.0 to 7.0 percent.
 - 2. Size and Shape: 4-1/4 inch square.
 - 3. Edges: Cushioned.
 - 4. Surface Finish: Matte glaze.
 - 5. Color(s): To be selected by Architect from manufacturer's standard range.
 - 6. Trim Units: Matching bead, bullnose, cove, and base shapes in sizes coordinated with field tile.
 - 7. Products:
 - a. Modern Dimensions 4.25" x 8.5".
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.02 TRIM AND ACCESSORIES

- A. Non-Ceramic Trim: Brushed stainless steel, style and dimensions to suit application, for setting using tile mortar or adhesive.
 - 1. Applications:
 - a. Wall corners, outside and inside.
 - b. Borders and other trim as indicated on drawings.
 - 2. Manufacturers:
 - a. Schluter-Systems: "Quadec", www.schluter.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.03 SETTING MATERIALS

- A. Provide setting materials made by the same manufacturer as grout.
- B. Organic Adhesive: ANSI A136.1, thinset mastic type.
 - 1. Applications: Wall tile.
 - 2. Use Type I in areas subject to prolonged moisture exposure.
 - 3. Products:
 - a. ARDEX Engineered Cements; ARDEX D14: www.ardexamericas.com.
 - b. LATICRETE International, Inc; LATICRETE 15 Premium Mastic: www.laticrete.com.
 - c. Merkrete, by Parex USA, Inc; Merkrete Merstik: www.merkrete.com.
 - d. ProSpec, an Oldcastle brand; B-4050 Multi-Purpose Adhesive: www.prospec.com.
 - e. Substitutions: See Section 01 6000 - Product Requirements.

2.04 GROUTS

- A. Standard Grout: ANSI A118.6 standard cement grout.
 - 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
 - a. Use at re-grouting of existing joints in pre-faced architectural concrete masonry units.
 - 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
 - 3. Color(s): As selected by Architect from manufacturer's full line.
 - 4. Products:
 - a. BONSAL® POLYMER MODIFIED SANDED TILE GROUT mixed with the BONSAL B-7000 EPOXY. Do not add water or anything else in addition to the B-7000, which will make it a 100% solid enabling it to be acid and stain resistant..
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
 - 1. Applications: Where indicated.
 - a. Use for new tile applications.
 - b. Use to patch pre-faced masonry unit surfaces, in color mix to match facing.
 - 2. Color(s): As selected by Architect from manufacturer's full line.
 - 3. Products:
 - a. LATICRETE International, Inc; LATICRETE SPECTRALOCK PRO Premium Grout: www.laticrete.com.
 - b. Merkrete, by Parex USA, Inc; Merkrete Pro Epoxy: www.merkrete.com.
 - c. ProSpec, an Oldcastle brand; B-7000 Epoxy Mortar and Grout: www.prospec.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.

2.05 ACCESSORY MATERIALS

- A. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
- B. Mesh Tape: 2-inch wide self-adhesive fiberglass mesh tape.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1A thru A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.
- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- J. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 INSTALLATION - WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244.
- B. Over interior concrete and masonry install in accordance with TCNA (HB) Method W202, thin-set with dry-set or latex-Portland cement bond coat.

3.05 CLEANING

- A. Clean tile and grout surfaces.

END OF SECTION

**SECTION 09 9000
PAINTING AND COATING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. All walls and ceilings in existing hallways.
 - 2. All existing Plam faced interior doors.
 - 3. All new exterior doors.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on tempered hardboard, 8 x 10 inch in size.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets

(MSDS), care and cleaning instructions, touch-up procedures, repair of painted and coated surfaces, and color samples of each color and finish used.

- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Coatings: 1 gallon of each color; store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

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

1.06 MOCK-UP

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. PPG Architectural Finishes, Inc: www.ppgaf.com.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Block Fillers: Same manufacturer as top coats.
- E. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.

3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: As indicated on drawings

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
 1. One coat of latex primer.
 2. Semi-gloss: Two coats of latex enamel.
- B. Paint ME-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 2. Semi-gloss: Two coats of latex enamel.
- C. Paint MgE-OP-3L - Galvanized Metals, Latex, 3 Coat:
 1. One coat galvanize primer.
 2. Semi-gloss: Two coats of latex enamel.

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint CI-OP-3L - Concrete/Masonry, Opaque, Latex, 3 Coat:
 1. One coat of block filler.
 2. Eggshell: Two coats of latex enamel.
- B. Paint MI-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
 1. One coat of latex primer.
 2. Semi-gloss: Two coats of latex enamel.
- C. Paint MI-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
 1. Touch-up with latex primer.
 2. Semi-gloss: Two coats of latex enamel.
- D. Paint Mgl-OP-3L - Galvanized Metals, Latex, 3 Coat:
 1. One coat galvanize primer.
 2. Semi-gloss: Two coats of latex enamel.
- E. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
 1. One coat of alkyd primer sealer.
 2. Eggshell: Two coats of latex enamel.
- F. Paint PI-OP-2A - Plastic Laminate Door surfaces:
 1. Two coats: satin sheen, "Break-Through" by Pittsburgh Paints

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.

- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
 - 1. At existing unit masonry walls that have been previously painted, clean and patch any holes and other imperfections before applying a coat of block filler.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- I. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- J. Existing Plastic Laminate faced doors to be Field Finished: Sand surfaces with 80 grit sand paper to fully abraid the surface.
- K. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- L. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.

- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

SECTION 10 1101
VISUAL DISPLAY BOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tackboards.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data on tackboard and trim.
- C. Shop Drawings: Indicate wall elevations, dimensions, joint locations, special anchor details.
- D. Samples: Submit two samples 2 by 2 inch in size illustrating materials and finish, color and texture of chalkboard, markerboard, tackboard, tackboard surfacing, and trim.

1.04 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Visual Display Boards:
 - 1. Claridge Products and Equipment, Inc: www.claridgeproducts.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 VISUAL DISPLAY BOARDS

- A. Tackboards: Fine-grained, homogeneous natural cork.
 - 1. Cork Thickness: 1/8 inch.
 - 2. Backing: MDF, 1/4 inch thick, laminated to tack surface.
 - 3. Surface Burning Characteristics: Flame spread index of 25, maximum, and smoke developed index of 450, maximum, when tested in accordance with ASTM E84.
 - 4. Size: As indicated on drawings.
 - 5. Frame: Extruded aluminum, with concealed fasteners.
 - 6. Frame Profile: As indicated on drawings
 - 7. Frame Finish: Anodized, natural.

2.03 ACCESSORIES

- A. Mounting Brackets: Concealed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that internal wall blocking is ready to receive work and positioning dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install boards in accordance with manufacturer's instructions.
- B. Secure units level and plumb.
- C. Butt Joints: Install with tight hairline joints.

3.03 CLEANING

- A. Clean board surfaces in accordance with manufacturer's instructions.
- B. Remove temporary protective cover at date of Substantial Completion.

END OF SECTION

SECTION 10 2113.19
PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Solid plastic toilet compartments.

1.02 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.
- C. Product Data: Provide data on panel construction, hardware, and accessories.
- D. Samples: Submit two samples of partition panels, 4 x 4 inch in size illustrating panel finish, color, and sheen.
- E. Manufacturer's Installation Instructions: Indicate special procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Solid Plastic Toilet Compartments:
 - 1. Scranton Products (Santana/Comtec/Capital); Hiny Hider Partitions: www.scrantonproducts.com.
 - 2. Substitutions: Section 01 6000 - Product Requirements.

2.02 SOLID PLASTIC TOILET COMPARTMENTS

- A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), floor-mounted unbraced.
 - 1. Color: Single color as selected.
- B. Doors:
 - 1. Thickness: 1 inch.
 - 2. Width: 24 inch.
 - 3. Width for Handicapped Use: 36 inch, out-swinging.
 - 4. Height: 55 inch.
- C. Panels:
 - 1. Thickness: 1 inch.
 - 2. Height: 55 inch.
- D. Pilasters:
 - 1. Thickness: 1 inch.
 - 2. Width: As required to fit space; minimum 3 inch.

2.03 ACCESSORIES

- A. Pilaster Shoes: Formed chromed steel with polished finish, 3 in high, concealing floor fastenings.
 - 1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.

- B. Head Rails: Hollow anodized aluminum, 1 x 1-1/2 inch size, with anti-grip profile and cast socket wall brackets.
- C. Pilaster Brackets: Polished stainless steel.
- D. Wall Brackets: Continuous type, polished stainless steel.
- E. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
 - 1. For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.
- F. Hardware: Polished stainless steel:
 - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
 - 2. Nylon bearings.
 - 3. Door Latch: Slide type with exterior emergency access feature.
 - 4. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
 - 5. Coat hook with rubber bumper; one per compartment, mounted on door.
 - 6. Provide door pull for outswinging doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.
- E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

3.03 TOLERANCES

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

3.04 ADJUSTING

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.

3.05 SCHEDULES

- A. In Pod 5, Level 01: provide new door at where missing.
- B. In Pod 6, Level 01: provide new door and hinge jamb where missing.

END OF SECTION

SECTION 10 2800
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Accessories for toilet rooms.
- B. Grab bars.

1.02 REFERENCE STANDARDS

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

PART 2 PRODUCTS

2.01 TOILET ROOM ACCESSORIES

- A. Grab Bars: Stainless steel, nonslip grasping surface finish.

END OF SECTION

