# UNIVERSITY OF OREGON

BARKAN LAB – KLAMATH HALL EUGENE, OREGON

# **PROJECT MANUAL**

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# **UNIVERSITY OF OREGON**

## Klamath Hall Barkan Lab

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# OREGON UNIVERSITY SYSTEM

# NOTICE OF RETAINER CONTRACT OPPORTUNITY

The Oregon University System (OUS) is accepting sealed bids for a public improvement project at Facilities Services until 3:00 PM, Pacific Time, Thursday, May 3rd, 2012 for the Alice Barkan Lab Remodel project located on the campus of University of Oregon, in Eugene, Oregon. The project includes remodel of Room 262, including new casework and epoxy tops, a new dividing wall, new carpeting, new blinds, and associated work to mechanical, plumbing and electrical systems.

A mandatory pre-bid conference will be conducted at 1:00 PM on Friday, April 27th, 2012. Bidders shall meet with OUS' Representative at Facilities Services for that purpose. Attendance will be documented through a sign-in sheet prepared by the OUS representative. Prime bidders who arrive more than 5 minutes after start of time of the meeting (as stated in the solicitation and by the OUS representative's watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project.

Bids will be received on a lump-sum basis for all of the work. Bid packets may be obtained on the OUS Procurement Gateway website.

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

# OREGON STATE BOARD OF HIGHER EDUCATION

# OREGON UNIVERSITY SYSTEM RETAINER CONTRACTS EXCEEDING \$100,000 INSTRUCTIONS TO BIDDERS

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## **INSTRUCTIONS TO BIDDERS**

Oregon Administrative Rules Chapter 580, Divisions 61 and 63 govern this OUS procurement process.

## Article 1. Scope of Work

The work contemplated under this contract with the Oregon State Board of Higher Education, hereinafter referred to as the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Advertisement for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Public Improvement Agreement Form, Performance Bond, Payment Bond, OUS General Conditions, Supplemental General Conditions, Plans and Specifications.

# Article 2. Examination of Site and Conditions

Before making a bid, the bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The bidder shall also make a careful examination of the Project Manual including the plans, specifications, and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these precautions will not release the successful bidder from entering into the contract nor excuse the bidder from performing the work in strict accordance with the terms of the contract.

The Owner will not be responsible for any loss or for any unanticipated costs which may be suffered by the successful bidder as a result of such bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required. No statement made by an officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

# Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any bidder contemplating submitting a bid for the

proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such bidder may submit to the Architect (read "Engineer" throughout as appropriate) a written request for an interpretation thereof at least 10 calendar days prior to the date set for the bid closing.

When a prospective bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the bidder may submit to the Architect a written request for approval of such substitute at least 10 calendar days prior to the date set for the bid closing. The prospective bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified 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.

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's name, brand or item designation is 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 in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. A copy of each Addendum will be mailed or delivered to each bidder receiving a Project Manual and becomes a part thereof. 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.

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 4. Execution of the Bid Form

Each bid shall be made in accordance with the sample Bid Form accompanying these instructions; In the case of a sole individual, the bid form need only be executed as principal by the sole individual. In the case of a partnership, the bid form must be executed by at least one of the partners. In the case of a corporation, the bid form 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 form.; numbers pertaining to base bids shall be stated both in writing and in figures; the bidder's address shall be typed or printed.

The Bid Form relates to bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and provided in the Bid Form. The bidder shall include in the bid a sum to cover the cost of all items contemplated by the Contract. The bidder shall bid upon all alternates that may be indicated on the Bid Form. When bidding on an alternate for which there is no charge, the bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates is shown on the Bid Form, the bidder shall indicate whether each is "add" or "deduct."

The Bid Form included in the Project Manual is a sample. One additional copy of the Bid Form may be furnished with the Project Manual. One additional copy of the Bid Bond form may also be provided with the Project Manual. Only one copy needs to be submitted with the bid.

## Article 5. Prohibition of Alterations to Bid

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

# Article 6. Submission of Bid

OUS Contract Form B-2 (05/08)

Each bid shall be sealed in an envelope, properly addressed to the appropriate project Owner within the Oregon University System, 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 7. Bid Closing and Opening of Bids

All bids must be received by the Owner at the place and time set for the bid closing. Any bids received after the scheduled closing time for receipt of bids will be rejected and returned to the bidder unopened.

At the time of opening and reading of bids, each bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such bids.

## Article 8. Acceptance or Rejection of Bids by Owner

Unless all bids are rejected, the Owner will award a contract based on the lowest responsive bid from a responsible bidder. If that bidder does not execute the contract, it will be awarded to the next lowest responsible bidder or bidders in succession.

The Owner reserves the right to reject all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of Oregon Administrative Rules adopted by the Owner.

The Owner reserves the right to hold the bid and bid security of the three lowest bidders for a period of 30 calendar days from and after the time of bid opening pending award of the contract.

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.

If such bid has not been accepted within 30 calendar days after the opening of the bids, each of the three lowest bidders may withdraw the bid submitted.

## Article 9. Withdrawal of Bid

At any time prior to the time and place set for the bid closing, a bidder may withdraw the bid. This will not preclude the submission of another bid by such bidder prior to the time set for the bid closing. After the time set for the bid closing, no bidder will be permitted to withdraw its bid within the time frames specified in Article 8 for award and execution, except as provided for in that Article.

# Article 10. Execution of Contract, Agreement, Performance Bond and Payment Bond

The Owner will provide the successful bidder with contract forms within 10 calendar days after the award of the Contract. The bidder is required to execute the contract forms 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 forms shall be delivered to the Owner in the number called for and to the location as noted in the Notice of Award.

## **Article 11. Recyclable Products**

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

# **OREGON UNIVERSITY SYSTEM**

# **RETAINER CONTRACT**

# **BID FORM**

OUS	CAMPUS:	University of Oregon		
PROJ	ECT:	Alice Barkan Lab Remo	del	
BID (	CLOSING:	Tuesday, May 8 <sup>th</sup> , 2012	at 3:00 PM	
FROM				
	Name of Co	ntractor		
TO:	Oregon State Board of Higher Education University of Oregon – Capital Construction Office 1295 Franklin Blvd. 1-541-346-8292			
1.	The Undersigned (check one of the following and insert information requested):			
		ndividual doing business ur	der an assumed name registered under the law; or	vs of
b. A partnership registered under the laws of the State of		; or		
	c. A co	rporation organized under	he laws of the State of	; or
		nited liability corporation of		
	•		and labor and perform all work hereinafter inc e with the Contract Documents for the Basic	
			Dollars (\$	)
	<ul> <li>NOPI – Co</li> <li>OUS Retai</li> <li>OUS Gene</li> <li>Prevailing</li> </ul>	ontract Opportunity ner Supplement Form ral Conditions	<ul> <li>I by the following documents:</li> <li>Instructions to Bidders</li> <li>Performance Bond and Payment</li> <li>Supplemental General Conditions</li> <li>Payroll and Certified Statement Form</li> <li>Drawings and Details</li> </ul>	Bond
	• ADDEND	A numbered through_	, inclusive (fill in blanks)	

2. The work shall be completed within the time stipulated and specified in Division 1, Section 01 10 00, of the Specifications.

3. The Undersigned agrees, if awarded the Contract, to execute and deliver to the Oregon State Board of Higher Education, within twenty (20) calendar days after receiving the Contract forms, 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.

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

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

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

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

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

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

 11. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project. 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)		Attastade Secretary of Comparation
		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 \*\*\*\*\*

# OUS RETAINER CONTRACT SUPPLEMENT PURSUANT TO OUS RETAINER CONTRACT FOR CONSTRUCTION RELATED SERVICES

Supplement No.: Project Name:

This Retainer Contract Supplement (the "Supplement") is entered into between:

the "Contractor":

Federal Tax ID No::

and the "Owner": The State of Oregon acting by and through the State Board of Higher Education on behalf of: University of Oregon Capital Construction 1295 Franklin Blvd Eugene, OR 97403

(collectively the "Parties") pursuant to that certain Retainer Contract between the Parties dated July 1, 2010 (the "Retainer Contract"). For good and valuable consideration, the Parties agree as follows:

**1. DESCRIPTION OF THE PROJECT.** The project to which this Supplement pertains is described as follows: \_\_\_\_\_\_ (the "Project").

**2. WORK TO BE PERFORMED.** The Contractor will perform the following Work on the Project: \_\_\_\_\_\_ (the "Work"). The Contractor will perform the Work according to the terms and conditions of this Supplement and the Retainer Contract, including its attachments, which are incorporated into this Supplement by reference.

**3. SCHEDULE.** The Contractor will perform the Work according to the following schedule: use next

**4. COMPENSATION.** The Owner will compensate the Contractor for Work in the firm, fixed-price amount of \$\_\_\_\_\_ in accordance with the requirements of the OUS General Conditions.

The cost of the Work under this Supplement, even if this Supplement is later amended to include additional Work, must not exceed the greater of \$1,000,000 or the maximum allowable under OAR 580-063-0030.

**5. TERM.** This Supplement is effective on the date it has been signed by every Party hereto and all required approvals have been obtained (the "Effective Date"). No Work will be performed or payment made prior to the Effective Date. The Contractor will perform its

obligations according to this Supplement, unless terminated or suspended. Termination or suspension does not extinguish or prejudice Owner's right to enforce this Supplement with respect to any breach of Contractor's performance that has not been cured.

**6. PERFORMANCE AND PAYMENT BONDS.** The performance and payment bond requirements for this Project are as follows:

Prior to execution of a Retainer Contract Supplement Notice to Proceed, Contractor must provide to the contracts officer of the Owner institution at which the Work will take place, a performance bond in a sum equal to the fixed price stated in paragraph 4(a) above, or the maximum not-to-exceed price stated in paragraph 4(b) above, as applicable, and a separate payment bond in the same amount.

This Project has a Contract price of \$100,000 or less and Owner has determined that performance and payment bonds will not be required for this Project.

7. MINIMUM WAGE RATES. If the amount of the maximum compensation for all Ownercontracted Work is more than \$50,000, Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the OUS General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, \_\_\_\_\_, which can be downloaded at the following web address:

# [http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\_book.shtml]

The Work will take place in \_\_\_\_\_ County, Oregon.

**8.** TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 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.

**9. INSURANCE REQUIREMENTS.** Contractor shall comply with and obtain the insurance coverage amounts stated in the OUS General Conditions. If a different insurance type or level of coverage is required, it is identified in Supplemental General Conditions.

# 10. KEY PERSONS.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the Project without the written permission of Owner, which shall not be

unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the 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. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's Project Staff shall consist of the following personnel:

**11. OTHER TERMS.** Except as specifically modified by this Supplement, all terms of the Retainer Contract remain unchanged and apply to the Work.

**12. EXECUTION AND COUNTERPARTS.** This Supplement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Contractor hereby confirms and certifies that the representations, warranties and certifications contained in the Retainer Contract remain true and correct as of the Effective Date of this Supplement.

IN WITNESS HEREOF, the Parties have duly executed this Supplement as of the dates indicated below.

Contractor	The State of Oregon acting by and through the State Board of Higher Education on behalf of University of Oregon, Owner
Print Name:	Print Name:
Signatura	Signature:
Signature:	
Title:	
Date:	Date:

# **OREGON UNIVERSITY SYSTEM**

# GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

## February 1, 2011

INSTRUCTIONS: The attached **Oregon University System General Conditions for Public Improvement Contracts (''OUS General Conditions'')** apply to all designated public improvement contracts. Changes to the OUS General Conditions (including any additions, deletions or substitutions) should only be made by attaching Supplemental General Conditions. The text of these OUS General Conditions should not otherwise be altered. These OUS General Conditions have been reviewed as to form by the Oregon Department of Justice. The legal sufficiency and approval requirements of ORS 291.047 remain applicable to individual OUS procurements, unless an exemption has been granted pursuant to that statute and Department of Justice administrative rules at OAR Chapter 137, Division 45.

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#### OREGON UNIVERSITY SYSTEM GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS ("OUS General Conditions")

#### SECTION A GENERAL PROVISIONS

#### A.1 DEFINITION OF TERMS

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

**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 of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

**<u>CHANGE ORDER</u>**, means a written order issued by the Owner's Authorized Representative 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, including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

**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 General Conditions.

**CONSTRUCTION CHANGE DIRECTIVE,** means a written order by the Owner's Authorized Representative 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.

**<u>CONTRACT</u>**, 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.

<u>CONTRACT DOCUMENTS</u>, means the Solicitation Document and addenda thereto, Instructions to Offerors, Supplemental Instructions to Offerors, the OUS Public Improvement Agreement Form, OUS General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments, Change Orders and Construction Change Directives .

**<u>CONTRACT PERIOD</u>**, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

**<u>CONTRACT PRICE</u>**, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

**<u>CONTRACT TIME</u>**, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

**<u>CONTRACTOR</u>**, 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, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, witout limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

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

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

MWESB REPORT, means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (MWESB) enterprises, as those terms are defined in ORS 200.005, receiving contracts throughout the course of the Work. An initial MWESB report is required (see Section E.2.9) and MWESB Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1). The initial report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to MWESB enterprises, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts including all 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.

**OFFER**, means a bid in connection with Instructions to Bidders and a proposal in connection with a Request for Proposals.

**OFFEROR**, means a bidder in connection with Instructions to Bidders and a proposer in connection with a Request for Proposals.

**OVERHEAD**, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, 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'S AUTHORIZED REPRESENTATIVE**, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these OUS 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 an 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.

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

<u>**PUNCHLIST**</u>, 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 to Owner, operational and maintenance manuals, shop drawings, Change Orders, Construction Change Directives, MWESB Reports, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these OUS General Conditions, recording all Services performed.

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

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

<u>SUBCONTRACTOR</u>, 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 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.

<u>SUBSTITUTIONS</u>, 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's Authorized Representative. The decision of the Owner's Authorized Representative is final. **SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions that remove from, add to, or modify these OUS General Conditions. 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 amendments, Change Orders and Construction Change Directives, with those of later date having precedence over those of an earlier date;
  - (b) The Supplemental General Conditions;
  - (c) The OUS Public Improvement Agreement Form;
  - (d) The OUS 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, including Instructions to Offerors and Supplemental Instructions to Offerors, and any addenda thereto;
  - (1) The accepted Offer.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative'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 or Owner's Authorized Representative. Matters concerning and interpretation of requirements of, the Contract Documents will

be decided by the Owner's Authorized Representative, 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's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative (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's Authorized Representative (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 <u>EXAMINATION OF PLANS, SPECIFICATIONS,</u> <u>AND SITE</u>

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, 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's Authorized Representative 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's Authorized Representative will provide administration of 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's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative 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's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative 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 endeavor to communicate with each other through the Owner's Authorized Representative or designee 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's Authorized Representative.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

#### B.2 <u>CONTRACTOR'S MEANS AND METHODS;</u> <u>MITIGATION OF IMPACTS</u>

- 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 means, methods, techniques, sequences or procedures, the Contract 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's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative 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's Authorized Representative 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's Authorized Representative and include the cost of the Samples in the Contract Price.

#### B.4 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental

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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. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.

#### B.5 <u>COMPLIANCE WITH GOVERNMENT</u> <u>REGULATIONS</u>

and regulations.

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable 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
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

of federal and state civil rights and rehabilitation statutes, rules

- (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 s 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 law, regulation, 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's Authorized Representative shall be confirmed in writing to the Contractor.

#### B.7 INSPECTION

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative 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's Authorized Representative, 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 laws, ordinances, rules, regulations 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's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative 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's Authorized Representative.
- B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative 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 sufficient notice to the Owner's Authorized Representative, 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's Authorized Representative, the uncovering and restoration will be paid for as 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 Authorized Representative'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 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's Authorized Representative.

#### B.8 <u>SEVERABILITY</u>

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, Change Orders, 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's Authorized Representative 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 Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

#### 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 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 will 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's Authorized Representative 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's Authorized Representative 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 will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

#### B.15 GOVERNING LAW

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

#### B.16 LITIGATION

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

#### B.17 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- B.17.2 Unless otherwise provided in the Contract Documents:
  - (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by 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 <u>SUBMITTALS, SHOP DRAWINGS, PRODUCT</u> 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's Authorized Representative 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 subsubcontractor), 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's Authorized Representative.

#### **B.19** SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative 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. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

#### 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's Authorized Representative, 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 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 <u>PROMPT PAYMENT AND CONTRACT</u> <u>CONDITIONS</u>

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10)
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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 if 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 approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work 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 Change Order 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 additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional 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 Change Order 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. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders 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 Change Order 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%

When Change Order Work under D.1.3(c) is 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 such 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 Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the 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 the Change Order. 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 Change Order are 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's Authorized Representative 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 Change Order 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, the Contractor must submit a written request to the Owner's Authorized Representative, 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 the Change Order by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by the Change Order 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 compensation and additional Contract Time requested. The Contractor will 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 additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and 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 the State of Oregon, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of 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 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) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
  - (b) 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's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative 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's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section

D.1.5 for Change Order Work. If the Owner's Authorized Representative 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) 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) 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 twentyfive 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's Authorized Representative 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's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay.

If the Owner's Authorized Representative 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's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative 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 General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative 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.
- 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 extension 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's Authorized Representative. The Owner's Authorized Representative and 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's Authorized Representative 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 Authorized Representative'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

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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 parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- 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 Owner may at any time and at its discretion issue a Construction Change Directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any adjustment to compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative. Contractor shall proceed with the Work while any request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive is pending. Regardless of the review period or the final decision of the Owner's Authorized Representative, 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 Work without a written stop work order from the Owner or Owner's Authorized Representative.

#### 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 will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

#### E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. 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 over due claims at the rate of twothirds of one percent per month on the progress payment, not including retainage, due the Contractor. Over due claims 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 of the initial billing statement if no invoice is received;

(c) The date all goods have been received; or

(d) The date the 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 payment that is 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 will be required to arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative 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: \_\_\_\_

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's Authorized Representative 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 only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said 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 stored.

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

(h) All required documentation must 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 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 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 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's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.
- E.2.6 Contractor's applications for payment may 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 labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.
- E.2.9 Contractor shall submit its initial MWESB Report within ten (10) Days of Contractor's execution of the Contract, or if there will be a Guaranteed Maximum Price (GMP) Amendment, then within ten (10) Days of Contractor's execution of the GMP Amendment. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner's Authorized Representative shall be a condition of any progress payments or final payment otherwise due.

#### E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

#### 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 <u>RETAINAGE</u>

- E.5.1 Retainage shall be withheld and released in accordance with 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 opinion, 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 97-1/2percent 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 mutuallyagreed 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 twothirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) Days after the 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 Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty five (45) Days after the end of the 15-Day period.

- E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.
- 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.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

#### E.6 FINAL PAYMENT

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K, AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions 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's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied. (2) 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, (3) 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, (4) consent of surety, if any, to final payment and (5), 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, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

#### F.2 <u>PROTECTION OF WORKERS, PROPERTY AND THE</u> <u>PUBLIC</u>

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner's Authorized Representative, 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 and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is 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's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, 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 will 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 of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. 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 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 will 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 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 proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified 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 federal, state, or local statutes, rules or ordinances. Notwithstanding

such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose or all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (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, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.
- F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. 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 no., and all other documentation required by law.)
  - (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was 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 Contractor has had with members of the press or State officials other than Owner.
  - (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
  - (g) Personnel 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 in 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.

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, personnel, or 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, Owner's Authorized Representative, 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.1.2, (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 this 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 <u>PERFORMANCE AND PAYMENT SECURITY; PUBLIC</u> 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

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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. The bonds may be required if the Contract Price is less than the above thresholds if 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 the Subcontractor to start Work.

#### G.3 INSURANCE

- G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. 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 \$100,000 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 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 form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For other than new construction the 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. This insurance shall include as loss payees the State of Oregon, the Owner, the Contractor and its Subcontractors as their interests may appear.
- 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 for the insureds, as their interests may appear. 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 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity 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. Contractor shall provide proof of insurance of not less than the following amounts:

#### Bodily Injury/Death:

Amounts not less than the amounts listed in the following schedule:

 Per occurrence limit for any single claimant :

 From commencement of the Contract term to

 June 30, 2011:
 \$1,600,000

 July 1, 2011 to June 30, 2012:
 \$1,700,000

 July 1, 2012 to June 30, 2013:
 \$1,800,000

 July 1, 2013 to June 30, 2014:
 \$1,900,000

 July 1, 2013 to June 30, 2015:
 \$2,000,000

 July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract to	erm to			
June 30, 2011:	\$3,200,000			
July 1, 2011 to June 30, 2012:	\$3,400,000			
July 1, 2012 to June 30, 2013:	\$3,600,000			
July 1, 2013 to June 30, 2014:	\$3,800,000			
July 1, 2014 to June 30, 2015:	\$4,000,000			
July 1, 2015 and thereafter the	adjusted limitation as			
determined by the State Court Ada	ministrator pursuant to			
Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).				

Property Damage:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2011: \$100,100.

Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2011: \$500,600.

Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

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, non-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 the following amounts:

#### Bodily Injury/Death:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

 From commencement of the Contract term to

 June 30, 2011:
 \$1,600,000.

 July 1, 2011 to June 30, 2012:
 \$1,700,000.

 July 1, 2012 to June 30, 2013:
 \$1,800,000.

 July 1, 2013 to June 30, 2014:
 \$1,900,000.

 July 1, 2014 to June 30, 2015:
 \$2,000,000.

 July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract	term to
June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter the	adjusted limitation as
determined by the State Court Ad	lministrator pursuant to
Oregon Laws 2009, chapter 67, section	n 3 (Senate Bill 311).

Property Damage:

Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2011: \$100,100. Effective as of July 1 of each year the adjusted

limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

 Per occurrence limit for any number of claimants:

 From commencement of the Contract term to June 30, 2011:

 \$500,600.

 Effective as of July 1 of each year the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

- G.3.4.3 "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 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).
- G.3.5 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of

this Contract shall include the State of Oregon, its departments, divisions, officers, and employees, 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 State of Oregon, its departments, divisions, officers and employees 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 State of Oregon, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 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: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) Days' written notice from the Contractor or its insurer(s) to the Owner. 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 State of Oregon, its Owner and their divisions, officers, and employees.
- 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. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed 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 do an insurance business in the state of Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The certificates will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) Days' written notice from the insurer(s) to the Owner. To the extent Certificates of Insurance contain words to the effect that Contractor shall "endeavor to send notice of cancellation" or similar language, Contractor shall require its insurer to send such notice by making sure that the words "endeavor to" or similar words are removed from the Certificate. 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 selfinsurance in excess of \$50,000 shall be approved by the Owner in writing prior to execution of the Contract and is subject to Owner's approval.
- **G.3.8** Retainer Contract Program: For the OUS Retainer Contract Program the term "Contract" as used in this Section G in the phrases "keep in effect during the term of this Contract" and "prior to execution of the Contract" shall mean each Retainer Contract Supplement issued under the Retainer Contract.

#### SECTION H SCHEDULE OF WORK

#### H.1 CONTRACT PERIOD

H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. 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 Change Order process 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, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, and long lead items broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one Day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. 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's Authorized Representative, 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 thirtyday 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 onehalf (11/2) 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 This provision does not 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 affected Work has been accepted in writing by the Owner's Authorized Representative.
- 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
- OUS Contract Form B-8 (7/1/2010)

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 and/or the Owner's Authorized Representative 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's Authorized Representative, which are unsuitable for performing the Work;
  - (e) Time required to investigate differing site conditions;
  - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

#### J.2 CONTRACTOR'S RESPONSIBILITIES

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

#### J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall 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 owes 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 its Authorized Representative; or
  - (f) If Contractor is otherwise in material breach of any part of the Contract.
- 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 the public.
- J.5.2 The Owner will provide the Contractor with seven (7) Days prior written notice of a termination 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.

#### SECTION K CONTRACT CLOSE OUT

#### K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire project to Owner's Authorized Representative. 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's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the 0 & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of 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's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

#### K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

#### K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner 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 punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 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's Authorized Representative. 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's Authorized Representative with submission of the request for the Substantial Completion notice.

#### K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative training sessions for all equipment and systems as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session held after the equipment and/or system is completely installed and operational in its normal operating environment.

#### K.6 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 specifications prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

#### K.7 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 pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

#### K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

#### K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The 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.10 SURVIVAL

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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.

# **PREVAILING WAGE RATES**

for

## **Public Works Contracts in Oregon**





**OREGON BUREAU OF LABOR AND INDUSTRIES** 

Brad Avakian Commissioner Bureau of Labor and Industries

Effective: January 1, 2012 (as amended April 1, 2012)

http://egov.oregon.gov/BOLI/WHD/PWR/PWR\_Jan2012\_Index.shtml

#### **OREGON UNIVERSITY SYSTEM**

#### STANDARD PUBLIC IMPROVEMENT CONTRACT

## PERFORMANCE BOND

Bond No	
Solicitation	
Project Name	

 (Surety #1)
(Surety #2)*

\* If using multiple sureties

Bond Amount No. 1:\$\_Bond Amount No. 2:\*\$\_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, Oregon State Board of Higher Education (OSBHE), 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 State of Oregon, 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 State of Oregon, OSBHE, 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 above-referenced agency(ies), 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\_\_.

By		
	Signature	
	Official C	apacity
Attest:		
	Corporati	on Secre
SURETY:		
	for each surety if usin	g multiple
- 0 0		5
		5 ····· <i>F</i> ··
BY ATTORN	EY-IN-FACT:	
BY ATTORN		
BY ATTORN	EY-IN-FACT:	
BY ATTORN	EY-IN-FACT: ney must accompany e	
BY ATTORN	EY-IN-FACT: ney must accompany e Name	
BY ATTORN	EY-IN-FACT: ney must accompany e Name Signature	

#### **OREGON UNIVERSITY SYSTEM**

#### STANDARD PUBLIC IMPROVEMENT CONTRACT

## **PAYMENT BOND**

 Bond No.
 \_\_\_\_\_\_

 Solicitation
 \_\_\_\_\_\_

 Project Name
 \_\_\_\_\_\_\_

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

We, \_\_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon, Oregon State Board of Higher Education (OSBHE), 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 State of Oregon, 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 State of Oregon, OSBHE 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 above-referenced agency(ies), 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:	
		Ву	
			Signature
		Attest:	Official Capacity
		Attest	Corporation Secretar
		<b>SURETY</b> : [Add signatures j	for each if using multiple bonds]
		BY ATTORNE [Power-of-Attorn	Y-IN-FACT: hey must accompany each bond]
			Name
			Signature
			Address
		City	State Zip
		Phone	Fax

## SECTION 01 10 00 SUMMARY

## PART 1 GENERAL

#### 1.01 PROJECT

- A. Project Name: Alice Barkan Lab Remodel.
- B. Owner's Name: University of Oregon.
- C. The Project consists alteration of casework in rm 255 and 255C. Complete renovation to rm. 262 with the addition of a radioactive room, and reconfiguring of exisitng office 261.
- D. Substantial Completion shall be by Tuesday, August 14, 2012

#### 1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price.

#### 1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.
- E. Owner intends to install sensing devices during the facility construction, contractor shall cooperate with the owner to facilitate the installation of wiring and sensing devices.

#### 1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. 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.
- C. Existing building spaces may not be used for storage.
- D. Time Restrictions:
  - 1. Limit conduct of especially noisy exterior work to the hours of 7:00 a.m. to 5:00 p.m..
- E. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION - NOT USED

## SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

## 1.01 SECTION INCLUDES

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

#### 1.02 RELATED REQUIREMENTS

- A. Form B-1 NOPI Contract Opportunity (Invitation to Bid)
- B. Form B-2 Instructions to Bidders
- C. Form B-5 Bid Form
- D. Form B-8 General Conditions

## 1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

## 1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit three copies of each Application for Payment.
- I. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
  - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.

J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### 1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  - 3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
  - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

#### **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION - NOT USED

## SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

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

#### 1.02 PROJECT COORDINATION

- A. Project Coordinator: Project Manager.
- B. During construction, coordinate use of site and facilities through the Project Manager.
- C. Comply with Project Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Manager for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Manager.
- F. Make the following types of submittals to Architect through the Project Manager:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Manufacturer's instructions and field reports.
  - 6. Applications for payment and change order requests.
  - 7. Weekly progress schedules.
  - 8. Coordination drawings.
  - 9. Closeout submittals.

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

#### 3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
  - 4. Engineer.
- 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 weekly intervals.
- B. 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. Maintenance of progress schedule.
- 7. Corrective measures to regain projected schedules.
- 8. Planned progress during succeeding work period.
- 9. Maintenance of quality and work standards.
- 10. Effect of proposed changes on progress schedule and coordination.
- 11. 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 5 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 5 days.
- C. Within 5 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 2 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

## 3.04 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, quality of material and specifications.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below .

#### 3.05 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.

## 3.06 SUBMITTALS FOR PROJECT CLOSEOUT

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

## 3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

## 3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. 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.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

## SECTION 01 40 00 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. Testing and inspection services.

## 1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 Administrative Requirements: Submittal procedures.
- B. Section 01 60 00 Product Requirements: Requirements for material and product quality.

## 1.03 REFERENCE STANDARDS

- A. ASTM C1021 Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C1077 Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2011
- C. ASTM C1093 Standard Practice for Accreditation of Testing Agencies for Masonry; 2009.
- D. ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2010.
- E. ASTM A36 Fabricated Steel Plates and Angles
- F. ASTM A500 GR B HSS Shapes. Note: Steel shall be considered "Architectural Exposed Steel".
- G. 16 CFR 1201 Safety Standard for Architectural Glazing Materials; current edition.

## 1.04 SUBMITTALS

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.

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

#### 1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date 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.

#### 1.06 TESTING AND INSPECTION AGENCIES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

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

#### 3.03 TOLERANCES

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

#### 3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

## 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.

## SECTION 01 50 00 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 TEMPORARY UTILITIES

- A. Contractor to provide temporary electrical power during electrical service shutdowns.
- B. Owner will provide the following:
  - 1. Electrical power and metering, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

## 1.03 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities located at Klamath Hall is permitted.
- B. Maintain daily in clean and sanitary condition.

#### 1.04 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.

#### 1.05 FENCING

A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

#### **1.06 INTERIOR ENCLOSURES**

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

#### 1.07 SECURITY

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

#### 1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.

#### 1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. 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.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION - NOT USED

## SECTION 01 60 00 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 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 5 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

#### PART 2 PRODUCTS

#### 2.01 EXISTING PRODUCTS

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

#### 2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

#### 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use product meeting those standards or description after approval by the project Designer.
- 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.

## SECTION 01 70 00

## 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.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, except payment procedures.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 Quality Requirements: Testing and inspection procedures.

#### 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.

#### 1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

#### 1.05 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. 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.
- C. Notify affected utility companies and comply with their requirements.
- D. 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.
- E. 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.

- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. 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 60 00.

#### 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 GENERAL INSTALLATION REQUIREMENTS

- A. 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.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

#### 3.04 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. 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.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, 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 ; 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

#### 3.05 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. 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.

#### 3.06 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.

#### 3.07 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.

### 3.08 ADJUSTING

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

### 3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. 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.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

# SECTION 02 41 00 DEMOLITION

### PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities and utility structures.

### 1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 50 00 Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 60 00 Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 70 00 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.

### 1.03 SUBMITTALS

- A. See Section 01 30 00 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 3 EXECUTION

# 2.01 SCOPE

A. Remove other items indicated, for salvage and relocation.

# 2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. 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.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permit.
  - 6. 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.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

### 2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

# 2.04 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. Separate areas in which demolition is being conducted from other areas that are still occupied.
- 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, Fire Protection, 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.

#### 2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

# SECTION 06 41 00 ARCHITECTURAL WOOD CASEWORK

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Specially fabricated cabinet units.
- B. Countertops.
- C. Cabinet hardware.
- D. Factory finishing.

# 1.02 REFERENCE STANDARDS

- A. ANSI A135.4 American National Standard for Basic Hardboard; 2004.
- B. ANSI A208.1 American National Standard for Particleboard; 2009.
- C. AWI/AWMAC/WI (AWS) Architectural Woodwork Standards; 2009.
- D. BHMA A156.9 American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- E. NEMA LD 3 High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

# 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
- C. Product Data: Provide data for hardware accessories.

### 1.04 QUALITY ASSURANCE

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

# 1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect units from moisture damage.

# **1.06 FIELD CONDITIONS**

A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

# PART 2 PRODUCTS

# 2.01 MANUFACTURERS

- A. Substitutions: See Section 01 60 00 Product Requirements.
- B. Single Source Responsibility: Provide and install this work from single fabricator.

# 2.02 CABINETS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI Architectural Woodwork Standards for Premium Grade.
- B. Wood Veneer Faced Cabinets: Premium Grade
- C. Exposed Surfaces: Grade AA,
- D. Cabinets :
  - 1. Finish Exposed Exterior Surfaces: Wood.
  - 2. Casework Construction Type: Type A Frameless.
  - 3. Grained Face Layout for Cabinet and Door Fronts: Style and Rail, all Grades.

- 4. Grained Face Layout for Cabinet and Door Fronts: Flush panel.
- 5. Cabinet Design Series: As indicated on the Drawings.

# 2.03 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.
- B. Hardwood Edgebanding: Use solid hardwood edgebanding matching species, color, grain, and grade for exposed portions of cabinetry.

# 2.04 COUNTERTOPS

A. Epoxy Resin Countertops

# 2.05 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Fasteners: Size and type to suit application.
- C. Grommets: Standard plastic grommets for cut-outs, in color to match adjacent surface.

# 2.06 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Drawer and Door Pulls: Oil rubbed bronze wire pulls Stanley 4483-1/2 or equal. Mount in vertical position on door adn on horizontal position on drawer.
- C. Catches: Magnetic.
- D. Drawer Slides:
  - 1. Type: Full extension.

# 2.07 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.
- E. Mechanically fasten back splash to countertops with steel brackets at 16 inches on center.
- F. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

# 2.08 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. On items to receive transparent finishes, use wood filler matching or blending with surrounding surfaces and of types recommended for applied finishes.
- C. Finish work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5 Finishing for Grade specified.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

# 3.02 INSTALLATION

- A. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- B. Use fixture attachments in concealed locations for wall mounted components.

- C. Use concealed joint fasteners to align and secure adjoining cabinet units.
- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- E. Secure cabinets to floor using appropriate angles and anchorages.
- F. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

# 3.03 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

### 3.04 CLEANING

A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

# SECTION 08 11 13 HOLLOW METAL DOORS AND FRAMES

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Non-fire-rated steel doors and frames.
- B. Steel glazing frames.
- C. Accessories, including glazing.

# 1.02 RELATED REQUIREMENTS

- A. Section 08 71 00 Door Hardware.
- B. Section 08 80 00 Glazing: Glass for doors and borrowed lites.
- C. Section 09 90 00 Painting and Coating: Field painting.

# 1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2003.
- B. ANSI A250.3 Test Procedure and Acceptance Criteria for Factory-Applied Finish Painted Steel Surfaces for Steel Doors and Frames; 2007.
- C. ANSI A250.8 SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- D. ANSI A250.10 Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2004).
- E. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- F. ASTM C1363 Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2005.
- G. ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.
- H. ASTM E413 Classification for Rating Sound Insulation; 2010.
- I. ASTM E1408 Standard Test Method for Laboratory Measurement of the Sound Transmission Loss of Door Panels and Door Systems; 1991 (Reapproved 2000).
- J. BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames; 2006.
- K. NAAMM HMMA 840 Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.
- L. NAAMM HMMA 860 Guide Specifications for Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 1992.
- M. NAAMM HMMA 861 Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2006.

# 1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.

### 1.05 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.

### 1.06 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; Product \_\_\_\_: www.republicdoor.com.
  - 3. Steelcraft: www.steelcraft.com.
  - 4. Substitutions: See Section 01 60 00 Product Requirements.

### 2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
  - 1. Accessibility: Comply with ANSI/ICC A117.1.
  - 2. Door Top Closures: Flush with top of faces and edges.
  - 3. Door Edge Profile: Beveled on both edges.
  - 4. Door Texture: Smooth faces.
  - 5. Glazed Lights: Non-removable stops on 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: All components hot-dipped zinc-iron alloy-coated (galvannealed), 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.
- C. Hardware to be Owner Furnished, Contractor Installed

# 2.03 STEEL DOORS

- A. Interior Doors , Non-Fire-Rated:
  - 1. Grade: ANSI A250.8 Level 1, physical performance Level C, Model 1, full flush.
  - 2. Core: Cardboard honeycomb.
  - 3. Thickness: 1-3/4 inches.

# 2.04 STEEL FRAMES

- A. General:
  - 1. Comply with the requirements of grade specified for corresponding door.
  - a. ANSI A250.8 Level 3 Doors: 14 gage frames.
  - 2. Finish: Same as for door.
- B. Interior Door Frames , Non-Fire-Rated: Knock-down 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 80 00 , 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. 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.
- D. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

# 2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

# PART 3 EXECUTION

# 3.01 EXAMINATION

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

# 3.02 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. Coordinate frame anchor placement with wall construction.
- C. Coordinate installation of hardware.
- D. Coordinate installation of glazing.
- E. Touch up damaged factory finishes.

# 3.03 TOLERANCES

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

# 3.04 ADJUSTING

A. Adjust for smooth and balanced door movement.

# SECTION 08 71 00 DOOR HARDWARE

### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

A. Hardware for hollow steel doors.

### 1.02 RELATED REQUIREMENTS

A. Section 08 11 13 - Hollow Metal Doors and Frames.

### 1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2003.
- B. BHMA A156.1 American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2006 (ANSI/BHMA A156.1).
- C. BHMA A156.4 American National Standard for Door Controls Closers; Builders Hardware Manufacturers Association, Inc.; 2000 (ANSI/BHMA A156.4).
- D. DHI (LOCS) Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; Door and Hardware Institute; 2004.
- E. NFPA 80 Standard for Fire Doors and Other Opening Protectives; 2010.
- F. UL (BMD) Building Materials Directory; Underwriters Laboratories Inc.; current edition.

### **1.04 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.

#### 1.05 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.
- C. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

### 1.06 QUALITY ASSURANCE

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

# 1.07 DELIVERY, STORAGE, AND HANDLING

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

# 1.08 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

# PART 2 PRODUCTS

# 2.01 DOOR HARDWARE - GENERAL

- A. Provide all hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide all 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. All Hardware on Fire-Rated Doors : 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.

# 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.

# 2.03 LOCKS AND LATCHES

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

# 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.

# 3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- D. Mounting heights for hardware from finished floor to center line of hardware item:
  - 1. For steel doors and frames: Comply with DHI "Recommended Locations for Architectural Hardware for Steel Doors and Frames."
  - 2. Locks and Latches: Install 38 inches to centerline of knob locks and latches
  - 3. Exit Devices: Mount according to manufacturer's instructions at a height between 36 inches and 44-inches.

# 3.03 ADJUSTING

- A. Adjust work under provisions of Section 01 70 00.
- B. Adjust hardware for smooth operation.

# 3.04 PROTECTION

- A. Protect finished Work under provisions of Section 01 70 00.
- B. Do not permit adjacent work to damage hardware or finish.

# SECTION 09 21 16 GYPSUM BOARD ASSEMBLIES

### PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal stud wall framing.
- C. Acoustic insulation.
- D. Gypsum sheathing.
- E. Cementitious backing board.
- F. Gypsum wallboard.
- G. Joint treatment and accessories.

### 1.02 RELATED REQUIREMENTS

A. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.

# 1.03 REFERENCE STANDARDS

- A. AISI SG02-1 North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ANSI A108.11 American National Standard for Interior Installation of Cementitious Backer Units; 2010.
- C. ANSI A118.9 American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 1999 (R2010).
- D. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- E. ASTM C475/C475M Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2002 (Reapproved 2007).
- F. ASTM C645 Standard Specification for Nonstructural Steel Framing Members; 2009a.
- G. ASTM C665 Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.
- H. ASTM C754 Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2009a.
- I. ASTM C840 Standard Specification for Application and Finishing of Gypsum Board; 2008.
- J. 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; 2010.
- K. ASTM C1002 Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007.
- L. ASTM C1047 Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2010a.
- M. ASTM C1177/C1177M Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2008.
- N. ASTM C1178/C1178M Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel; 2008.
- O. ASTM C1280 Standard Specification for Application of Gypsum Sheathing; 2009.
- P. ASTM C1396/C1396M Standard Specification for Gypsum Board; 2009a.
- Q. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2000 (Reapproved 2005).

- R. ASTM E72 Standard Test Methods of Conducting Strength Tests of Panels for Building Construction; 2010.
- S. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- T. ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.
- U. ASTM E413 Classification for Rating Sound Insulation; 2010.
- V. GA-216 Application and Finishing of Gypsum Board; Gypsum Association; 2010.
- W. GA-226 Application of Gypsum Board to Form Curved Surfaces; Gypsum Association; 2008.
- X. GA-600 Fire Resistance Design Manual; Gypsum Association; 2009.

### 1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- D. Test Reports: For all stud framing products that do not comply with ASTM C645 or C 754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

### PART 2 PRODUCTS

### 2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Interior Partitions Indicated as Acoustic: Provide completed assemblies with the following characteristics:
  - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

#### 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.
- B. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and fastened as indicated on drawings.

# 2.03 BOARD MATERIALS

- A. Manufacturers Gypsum-Based Board:
  - 1. CertainTeed Corporation: www.certainteed.com.
  - 2. Georgia-Pacific Gypsum LLC: www.gp.com/gypsum.
  - 3. National Gypsum Company: www.nationalgypsum.com.
  - 4. USG Corporation: www.usg.com.
- B. 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. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Ceilings: 1/2 inch.
- C. Backing Board For Wet Areas: One of the following products:

- 1. Application: Surfaces behind tile in wet areas including tub and shower surrounds, shower ceilings, and \_\_\_\_\_.
- D. Exterior Sheathing Board: Sizes to minimize joints in place; ends square cut.
  - 1. Application: Exterior sheathing, unless otherwise indicated.
  - 2. Edges: Square, for vertical application.

# 2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 6 inch.
- B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
   1. Types: As detailed or required for finished appearance.
- D. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
  - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
  - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 3. Ready-mixed vinyl-based joint compound.
- E. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- 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. Studs: Space studs as permitted by standard.
  - 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.
  - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- C. Blocking: Install wood blocking for support of:
  - 1. Wall mounted cabinets.
  - 2. Projector screen
  - 3. Speakers
  - 4. White writer boards

# 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.

# 3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.

C. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.

# 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.

# 3.06 JOINT TREATMENT

- A. 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.
- B. 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.
- C. 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.

# SECTION 09 65 00 RESILIENT FLOORING

### PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. Resilient sheet flooring.
- B. Installation accessories.

# 1.02 REFERENCE STANDARDS

- A. ASTM E648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2010e1.
- B. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2008.
- C. ASTM F1066 Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2010)e1.
- D. ASTM F1303 Standard Specification for Sheet Vinyl Floor Covering with Backing; 2004 (Reapproved 2009).
- E. ASTM F1861 Standard Specification for Resilient Wall Base; 2008.
- F. ASTM F1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing; 2004 (Reapproved 2010).
- G. ASTM F2195 Standard Specification for Linoleum Floor Tile; 2007.
- H. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association; 2011.

# 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Verification Samples: Submit two samples, 4 x 4 inch in size illustrating color and pattern for each resilient flooring product specified.
- E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

# 1.04 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

# PART 2 PRODUCTS

# 2.01 SHEET FLOORING

- A. Vinyl Sheet Flooring : Homogeneous without backing, with color and pattern throughout full thickness, and:
  - 1. Minimum Requirements: Comply with ASTM F1303, Type II, without backing, or ASTM F1913.
  - 2. Total Thickness and Wear Layer Thickness: 0.080 inch nominal.
  - 3. Pattern: Solid color.
  - 4. Manufacturers:
    - a. Noraplan Environcare ; Product 1462.
    - b. Substitutions: See Section 01 60 00 Product Requirements.

B. Vinyl Welding Rod: Solid vinyl bead produced by manufacturer of vinyl flooring for heat welding seams, in color matching field color.

#### 2.02 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Sealer and Wax: Types recommended by flooring manufacturer.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

# 3.02 PREPARATION

- A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- B. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- C. Prohibit traffic until filler is cured.

### 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

#### 3.04 SHEET FLOORING

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns carefully at seams.
- B. Double cut sheet at seams.
- C. Lay flooring with tightly butted seams, without any seam sealer .

#### 3.05 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's instructions.

#### 3.06 PROTECTION

A. Prohibit traffic on resilient flooring for 48 hours after installation.

# SECTION 09 68 13 TILE CARPETING

### PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Carpet tile, fully adhered.
- B. Removal of existing carpet tile.

# 1.02 REFERENCE STANDARDS

- ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2008.
- B. CRI (CIS) Carpet Installation Standard; Carpet and Rug Institute; 2009.
- C. CRI (GLA) Green Label Testing Program Approved Adhesive Products; Carpet and Rug Institute; Current Edition.

### 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate layout of joints.
- C. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- D. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

### 1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.

### PART 2 PRODUCTS

# 2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
  - 1. Interface, Inc; Product \_\_\_\_: www.interfaceinc.com.
  - 2. Substitutions: See Section 01 60 00 Product Requirements.

### 2.02 ACCESSORIES

- A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Edge Strips: Embossed aluminum, \_\_\_\_\_ color.
- C. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum VOC of 50 g/L; CRI Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable.

# PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.

# 3.02 PREPARATION

- A. Remove existing carpet tile.
- B. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- D. Vacuum clean substrate.

# 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions and CRI Carpet Installation Standard.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Fully adhere carpet tile to substrate.
- G. Trim carpet tile neatly at walls and around interruptions.
- H. Complete installation of edge strips, concealing exposed edges.

# 3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

# SECTION 09 90 00 PAINTING AND COATING

### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior surfaces exposed to view, unless factory finished and unless otherwise indicated, including the following: Mechanical and Electrical, In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated

### 1.02 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. MPI (APL) Master Painters Institute Approved Products List; Master Painters and Decorators Association; current edition, www.paintinfo.com.
- C. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; 2004.

### 1.03 SUBMITTALS

- A. See Section 01 30 00 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 (copy of relevant MPI Manual page is acceptable).
- C. Samples: Submit three paper "drop" 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.
- D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

### 1.04 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing the work of this section with minimum five years experience.

# 1.05 MOCK-UP

- A. See Section 01 40 00 Quality Requirements, for general requirements for mock-up.
- B. Provide wall panel, 8 feet long by 8 feet wide, illustrating coating color, texture, and finish.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

# 1.06 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.

# 1.07 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.

### 1.08 EXTRA MATERIALS

- A. See Section 01 60 00 Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color in addition to the manufacturer's label.

# PART 2 PRODUCTS

# 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- D. Paints: Acceptable manufacturers are limited to the following:
  - 1. Duron, Inc: www.duron.com.
  - 2. ICI Paints: www.icipaintsinna.com.
  - 3. Benjamin Moore & Co: www.benjaminmoore.com.
  - 4. PPG Architectural Finishes, Inc: www.ppgaf.com.
- E. Paint Systems Interior Products:
  - 1. Paint MI-OP-2L Ferrous Metals, Primed, Latex, 2 Coat:
    - a. Touch-up with latex primer
    - b. Gloss: Two coats of latex enamel; ICI ultra hide latex
  - 2. Paint GI-OP-3L Gypsum Board / Plaster, Latex, 3 Coat:
    - a. One coat of alkyd primer sealer
    - b. Gloss: Two coats of latex enamel; ICI 1412 Series Ultra Hide Latex
    - c. Eggshell: Two coats of latex enamel: ICI 1412 Series Ultra Hide Latex
- F. Substitutions: See Section 01 60 00 Product Requirements.

# 2.02 MATERIALS - GENERAL

- A. 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.

- B. Paints and Coatings: Provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI Categories, except as otherwise indicated.
  - 1. Provide ready mixed paints and coatings, except field-catalyzed coatings.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- C. Patching Material: Latex filler.

### 2.03 PAINT SYSTEMS

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Provide colors as directed by Architect.
  - 1. Extend colors to surface edges; colors may change at any edge as directed by Architect.

### PART 3 EXECUTION

### 3.01 SCOPE -- SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
  - 2. Items indicated to receive other finish.
  - 3. Items indicated to remain naturally finished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Concrete in utility, mechanical, and electrical spaces.
  - 6. Piping, ductwork, and conduit.

# 3.02 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Architect's approval.

#### 3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.
- C. Surface Appurtenances: Prior to preparing surfaces or finishing, remove electrical plates, hardware, light fixtures, light fixture trim, escutcheons, machined surfaces, fittings, and similar items already installed that are not to be painted.
  - 1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.

- 2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac those which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete, Cement Plaster 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. Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
  - 1. Test coat anodized treatments with primer as recommended by anodized treatment manufacturer; if manufacturer can not be reasonably found, test per industry standards.
- J. Copper Surfaces to be Painted: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
- K. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
  - 1. Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical or chemical methods as recommended as best practice by primer manufacturer.
- L. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
  - 1. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
- M. 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. Re-prime entire shop-primed item.
- N. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

# 3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
  - 1. Remove, refinish, or repaint work not complying with requirements.

- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
  - 1. Brush Application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
  - 2. Roller Application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
  - 3. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
  - 4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
  - 1. Number of coats and film thickness required are the same regardless of application method.
  - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
  - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
  - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
  - 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
  - 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
  - 4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
  - 5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
  - 6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

# 3.05 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

#### 3.06 CLEANING AND PROTECTION

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Architect.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

### **SECTION 10 56 17**

# WALL MOUNTED STANDARDS AND SHELVING

### PART 1 GENERAL

# 1.01 SECTION INCLUDES

A. Shelf standards, brackets, and accessories.

### 1.02 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.

### 1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products under cover and elevated above grade.
- B. Store products in manufacturer's unopened packaging until ready for installation.

# PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Shelf Standards and Brackets:
  - 1. Knape & Vogt Manufacturing Company : www.knapeandvogt.com.
  - 2. Substitutions: See Section 01 60 00 Product Requirements.

### 2.02 MATERIALS

- A. Extra Heavy Duty Shelf Standards: Single-slotted channel standards for brackets adjustable in 1 inch increments along entire length of standard, drilled and countersunk for screws.
  - 1. Acceptable Product: K&V 87.
  - 2. Load Capacity: Recommended by manufacturer for loading of 540 to 1,060 pounds per pair of standards.
  - 3. Face Width: 5/8 inch, single slotted.
  - 4. Material: 12 gage 0.105 inches steel.
  - 5. Lengths: As indicated on drawings.
  - 6. Finish Width: Electroplated, chrome-look.
  - 7. Brackets: 12 gage 0.105 inches steel, reinforced, locking into slots with molded nylon cam lock lever; size to suit shelves; same finish as standards.
  - 8. Bracket Quantity: Provide one bracket for each 12 inches of standard length.
- B. Fasteners: Screws as recommended by manufacturer for intended application or as otherwise required by project conditions.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

# 3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Mount standards to solid backing capable of supporting intended loads.

C. Install brackets, shelving, and accessories.

### SECTION 22 00 00

### GENERAL PLUMBING PROVISIONS

### PART 1 GENERAL

### 1.01 RELATED SECTIONS

A. Documents, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this section.

### 1.02 DESCRIPTION

- A. Work Included:
  - 1. Includes all labor, materials, equipment and services to remove, reconfigure, and install plumbing systems and fixtures in order to accomplish the Remodel. Plumbing service to the Building shall not be interrupted without seventy-two (72) hours notice and the approval of the Owners Authorized Representative, and shall be resumed as soon as possible.
  - 2. Provide miscellaneous materials as required for the reconfiguration and installation of Plumbing elements to ensure a complete and properly operating Plumbing system
- B. Permits: Secure and pay for all necessary permits required for the modification and installation of Plumbing systems, arrange for all required inspections, and deliver a Certificate of Final Inspection to the Owner upon the completion of the work.

#### 1.03 QUALITY ASSURANCE

- A. A qualified Plumbing Contractor shall be employed to accomplish any required modification to the Plumbing system
- B. Work shall be of good quality, free of faults and defects
- C. Code requirements shall be considered a minimum guide for the work. Work shall meet the requirements of the State of Oregon 2005 Plumbing Specialty Code, the National Fire Protection Association, and regulations of the local serving utility.

# PART 2 PRODUCTS

#### 2.01 MATERIALS

- Piping Insulation: Glass Fiber Insulation meeting Fed. Spec.HH-I-558B, Form D, Type III, Class 12. Max. operating temperature 450 deg.F, flame spread = 25 and smoke developed = 50.
- B. All Service Jacket (ASJ): Fed. Spec. HH-B-100B, Type I, white kraft and aluminum foil laminate, operating temp. range -20 deg. F to 150 deg. F, jacket permeance 0.02 perm, puncture resistance = 50, flame spread = 25, and smoke developed = 50
- C. PVC Fitting Covers and Jacketing: 20 Mil. PVC Jacketing; Fitting covers to be snap on type valve and fitting covers with precut fiberglass insulating blanket inserts. Accessories as necessary.
- D. Preformed Pumbing Insulating: Fire resistant, closed cell foam insulation suitable for use on plumbing traps and hot water supply piping. Thermal resistance R-2. White vinyl, paintable, sanitary finish.
- E. Domestic Water Piping:
  - 1. Pipe: ASTM B-88, Type L copper, hard drawn.
  - 2. Fittings: ANSI B-16.22, wrought copper.
  - 3. Joints: 2" and below, lead free 95% tin-antimony solder joints; 2 1/2" and above braxed, brazing filler metals, AWS A5.8, classification BCiP-5. Brazing filler alloys, ASTM B260=52T, Sil-Fos (15% silver, 80% copper), flux, silver brazing flux, non-corrosive.
- F. Sanitary Waste:
  - 1. Pipe: CISPI 301, cast iron, no hub.
  - 2. Fittings: CISPI 301, cast iron, no hub.
  - 3. Joints: CISPI 301, stainless steel clamp, neoprene gasket

# PART 3 EXECUTION

# 3.01 INSTALLATION

- A. A qualified plumbing contractor shall be employed to accomplish any necessary work to plumbing systems.
- B. Perform work in accordance with Code requirements and industry standard "Best Practice".
- C. Coordinate work with requirements of other Divisions. Provide connection as needed.

# SECTION 22 40 00 PLUMBING FIXTURES

### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

A. Sinks

# 1.02 REFERENCE STANDARDS

A. ISSFA-2 - Classification and Standards for Solid Surfacing Material; International Solid Surface Fabricators Association; 2001 (2002)

### 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- D. Maintenance Data: INclude fixture trim exploded view and replacement parts lists.

### 1.04 REGULATORY REQUIREMENTS

A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

### PART 2 PRODUCTS

#### 2.01 LAB SINKS

- A. Manufacturers: Durcon L30, Epoxyn, Scientific Plastics, or approved
- B. Bowl: Single compartment, seamless epoxy resin, drop-in type with weight-bearing lipped perimater, rear corner drain punched. 14" x 10" inside dimensions, 6" depth.
- C. Trim: ASME A 112.18.1; deck-mounted combination fitting, rigid / swing vaccuum breaker spout, indexed wristblade handles, serrated nozzle. Chicago 930-369, T&S Brass, or approved

#### D. Accessories:

- 1. Basket strainer and tailpiece
- 2. Chrome plated 17 gage brass P-trap with clean-out plug and arm with escutcheo
- 3. Screwdriver stops
- 4. Rigid supplies

# PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

#### 3.02 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

#### 3.03 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.

C. Install components level and plumb.

# 3.04 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

# 3.05 CLEANING

A. Clean plumbing fixtures and equipment.

# SECTION 23 00 00

### **GENERAL MECHANICAL PROVISIONS**

### PART 1 GENERAL

### 1.01 RELATED SECTIONS

A. Documents, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this section

### 1.02 DESCRIPTION

- A. Work Included:
  - 1. Includes all labor, materials, equipment and service to remove, reconfigure and install mechanical systems and fixtures in order to accomplish the Remodel. Mechanical service to the building shall not be interrupted without without seventy-two (72) hours notice and the approval of the Owner's Authorized Representative, and shall be resumed as soon as possible.
  - 2. Provide miscellaneous materials as required for the reconfiguration and installation of Mechanical elements to ensure a complete and properly operating Mechanical system.
- B. Permits: Secure and pay for all necessary permits required for the modification and installation of Mechanical systems, arrange for all required inspections, and deliver a Certificate of Final Inspection to the Owner upon completion of the work.

### 1.03 QUALITY ASSURANCE

- A. A qualified Mechanical Contractor shall be employed to accomplish any required modifications to the Mechanical system.
- B. Work shall be of good quality, free of faults and defects.
- C. Code requirements shall be considered a minimum guide for the work. Work shall meet the requirements of the State of Oregon 2007 Mechanical Specialty Code, National Electric Safety Code, National Fire Protection Association, and regulations of the local serving utility.

# PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Terminal Units and Thermostats: As necessary to provide code mandated ventilation requirements a well as industry standard range of heating and cooling for this occupancy; Compatible with and tied into existing building systems and controls.
  - 1. Existing building HVAC systems and capacity to be re-used for remodeled space as appropriate, augment existing systems with new equipment and capacity as necessary.
  - 2. Any engineering necessary for the installation of new equipment to be the responsibility of the Contractor.
- B. Ductwork: Galvanized steel sheet, ASTM A525 or ASTM A527, having G60 zinc coating per ASTM A90.
- C. Fasteners: Rivets, bolts or sheet metal screws.
- D. Sealant: Non-hardening, water resistant, fire resistive, compatible with mating materials; liquid used alone or with tape, or heavy mastic.
- E. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible. Provide duct material, gages, reinforcing and sealing as necessary.
- F. Ceiling Grilles and Diffusers: Aluminum Construction, 1/2 inch blade spacing, white acrylic enamel finish as manufactured by Anemostat, Carnes, Kruger, E.H. Price, Titus, Tuttle and Bailey, or approved. Size as necessary for properly functioning HVAC system.

# PART 3 EXECUTION

#### 3.01 INSTALLATION

A. A qualified Mechanical Contractor shall be employed to accomplish any required work to the Mechanical system.

- B. Perform work in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible.
- C. Coordinate work with requirements of other divisions. Provide connection as needed.

# **PROJECT INFORMATION**

BUILDING OWNER: UNIVERSITY OF OREGON CONTACT: KEVIN SPAHN FACILITIES SERVICES 1276 UNIVERSITY OF OREGON EUGENE, OR 97403-1276 PH: (541) 346-8238 FAX: (541) 346-6927

## **PROJECT DESCRIPTION**

### SCOPE OF WORK:

SUMMARY: REMODEL RM 262 FOR BIOLOGY DEPT. WORK WILL CONSIST OF MINOR RENOVATION TO CASEWORK IN 255 AND 255C, COMPLETE RENOVATION TO 262 WITH THE ADDITION OF A RADIOACTIVE ROOM, AND RECONFIGURING OF EXISTING OFFICE 261.

### ABATEMENT

ANY NECESSARY ABATEMENT OF HAZARDOUS MATERIALS IN THE AFFECTED SPACES TO BE COMPLETED BY OWNER PRIOR TO THE COMMENCEMENT OF THIS PROJECT

### MEP SCOPE NOTE:

DRAWINGS SHOW DESIGN INTENT FOR REMODELED PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS. ANY ADDITIONAL DRAWINGS, CALCULATIONS, OR DOCUMENTATION REQUIRED FOR PLUMBING, MECHANICAL, OR ELECTRICAL PERMITS TO BE DESIGN BUILD BY SUB-CONTRACTORS.

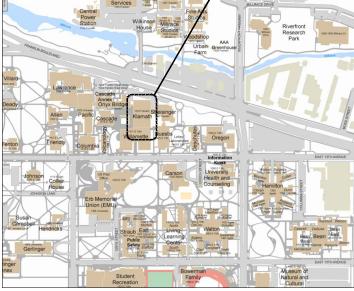
### SPRINKLER/FIRE ALARM NOTE:

DESIGN AND INSTALLATION OF ADDITIONAL SPRINKLERS BELOW NEW DROPPED CEILING AND MODIFICATION OF EXISTING FIRE ALARM SYSTEM IN REMODELED SPACE, PER CODE REQUIREMENTS, TO BE BY CONTRACTOR. CONTRACTOR TO BE RESPONSIBLE FOR ANY NECESSARY CALCULATIONS OR PERMITTING REQUIRED FOR SPRINKLERS AND FIRE ALARM.

### CODE SUMMARY:

- OCCUPANCY TYPE "B". EDUCATION ABOVE 12TH GRADE
- OCCUPANCY SEPARATION: NONE REQUIRED
- CONSTRUCTION TYPE IIA, FULLY SPRINKLERED

### - PROJECT LOCATION



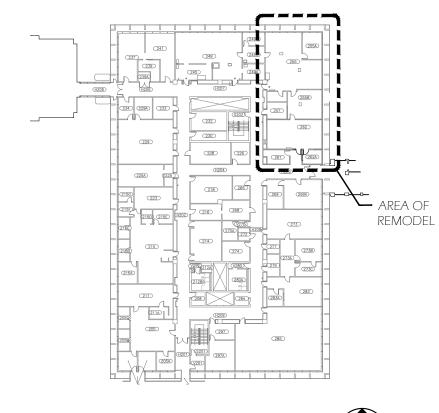
VICINITY MAP Scale: NTS

### SITE INFORMATION:

ADDRESS:

PROJECT AREA: BUILDING FOOTPRINT AREA: KLAMATH HALL 1370 FRANKLIN BLVD. 2788 SF 24566 SF

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1. ALL WORK SHALL COMPLY WITH LOCAL CODES, OREGON STATE CODES, AMENDMENTS, RULES, REGULATIONS, ORDINANCES, LAWS, ORDERS, APPROVALS, ETC. THAT ARE REQUIRED BY GOVERNING AUTHORITIES. IN THE EVENT OF CONFLICT, THE MOST STRINGENT REQUIREMENTS SHALL APPLY. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE CURRENTLY APPLICABLE EDITIONS OR PUBLICATIONS OF THE FOLLOW/ING:

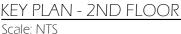
**GENERAL NOTES:** 

- 1. 2010 EDITION OSSC
- 2. OREGON ADMINISTRATIVE CODE
- 3. NATIONAL FIRE PROTECTION ASSOCIATION

- 7. STATE OF OREGON 2010 FIRE CODE
- 2. CONTRACTOR SHALL EXAMINE AND VERIFY CONDITIONS OF THE JOB SITE. ANY DISCREPANCY BETWEEN DRAWINGS AND EXISTING CONDITIONS SHOULD BE RECORDED IN WRITING AND REPORTED TO THE ARCHITECT FOR RESOLUTION PRIOR TO COMMENCEMENT OF WORK.
- 3. ALL DIMENSIONS NOTED IN FLOOR PLANS AND SECTIONS ARE TO FINISH UNLESS NOTED OTHERWISE. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONFLICT PRIOR TO SUBSEQUENT WORK. DO NOT SCALE DRAWINGS.
- 5. MATERIAL CHOICES, FIXTURES, ADHESIVES, AND FINISHES NOT SPECIFIED SHALL BE PRE-APPROVED BY OWNER AND ARCHITECT.
- 6. ALL CHANGE ORDERS SHALL BE WRITTEN AND SHALL BE APPROVED BY ARCHITECT AND OWNER PRIOR TO EXECUTION OF WORK.
- 7. WOOD IN CONTACT WITH CEMENT OR MASONRY SHALL BE PRESSURE TREATED
- 8. PROVIDE ACCESS TO CONCEALED VALVES, DAMPERS, CONTROLS, ELECTRONIC JUNCTION BOXES, ETC. OBTAIN ARCHITECTS APPROVAL IN LOCATING ACCESS DOORS PRIOR TO INSTALLING.
- 9. PIPING, CONDUIT, ROUGH-IN AND SIMILAR WORK SHALL BE CONCEALED UNLESS NOTED OTHERWISE.
- 10. SITE TO BE BROOM CLEANED AT END OF DAY DAILY.

## DRAWING INDEX

A001 A101 A301 A302	COVER, VICINITY MAP, INDEX CODE ANALYSIS UTILITY DISCONNECT PLAN ASBESTOS ABATEMENT DEMO PLAN FLOOR PLAN - NEW WORK INTERIOR ELEVATIONS INTERIOR ELEVATIONS DETAILS
	_
	DETAILS
M001	MECHANICAL PLAN - DEMO
M101	MECHANICAL PLAN - NEW WO
E001	ELECTRICAL PLAN - DEMO
E101	ELECTRICAL PLAN - NEW WORK
E102	ELECTRICAL PLAN - NEW WORK
E103	ELECTRICAL PLAN - NEW WORK
E104	PANEL SCHEDULE
E105	PANEL SCHEDULE
E106	PANEL SCHEDULE
P001	PLUMBING PLAN - DEMO
P101	PLUMBING PLAN - NEW WORK



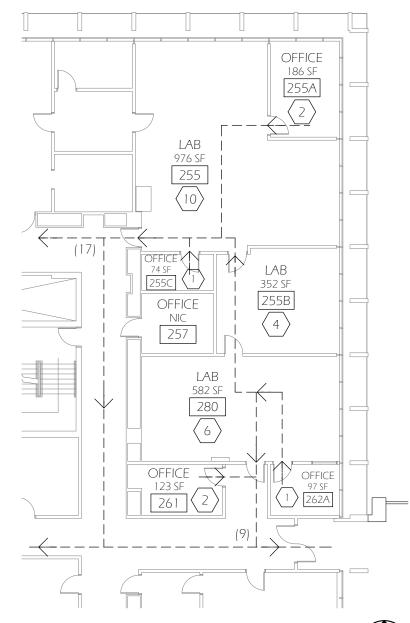
4. STATE OF OREGON 2011 ELECTRICAL SPECIALTY CODE 5. STATE OF OREGON 2011 PLUMBING SPECIALTY CODE 6. STATE OF OREGON 2010 MECHANICAL SPECIALTY CODE



DRK

K - STD. HEIGHT RECEPTACLES K - ABOVE COUNTER RECEPTACLES

K - LIGHTING



### EXISTING LAYOUT Scale: 1/16" = 1'-0"

CODE SUMMARY

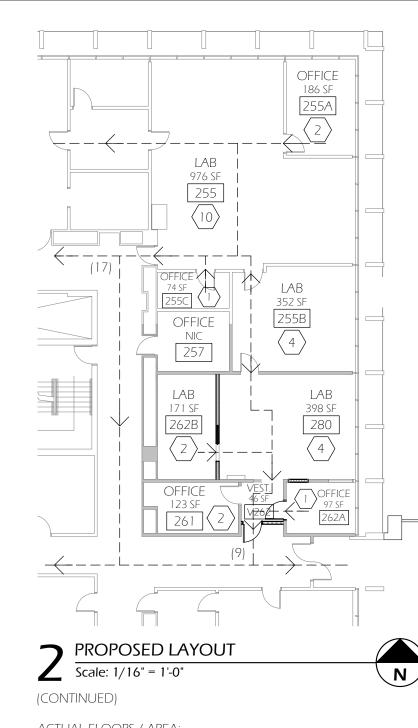
BUILDING OCCUPANCY B - EDUCATION ABOVE THE 12TH GRADE (304.1) Ν

CONSTRUCTION TYPE IIA / FULLY SPRINKLERED

AUTOMATIC SPRINKLER SYSTEM NFPA 13

OSSC 2010 CODE ANALYSIS INFORMATION

CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS BASE ALLOWABLE PER IIA CONSTRUCTION B OCCUPANCY - 5 FLOORS / 37,500 MAX PER FLOOR



ACTUAL FLOORS / AREA: 4 FLOORS + BASEMENT / 24,000 SF PER FLOOR THIS IS WITHIN ALLOWABLE WITHOUT TAKING INTO ACCOUNT SPRINKLER OR FRONTAGE INCREASES. PROJECT INCLUDES NO BUILDING SQUARE FOOTAGE INCREASE

CHAPTER 6 - TYPES OF CONSTRUCTION TYPE IIA CONSTRUCTION PER TABLE 601 STRUCTURAL FRAME 1 HR BEARING WALLS EXT 1 HR 1HR BEARING WALLS INT. SEE TABLE 602 NON BEARING EXTERIOR WALLS NON BEARING INTERIOR WALLS 0 HR 2 HR FLOOR ASSEMBLIES 1 HR **ROOF ASSEMBLIES** 

### (CONTINUATION)

NOTE: ALL PROPOSED NEW CONSTRUCTION IS INTERIOR, NON BEARING WALLS. PENETRATIONS AT FLOORS AND ROOF TO BE FIRE STOPPED PER REQUIRED RATING OF ASSEMBLY CHAPTER 7 - FIRE RESISTANCE-RATED CONSTRUCTION **708 FIRE PENETRATIONS** EXISTING 1 HOUR RATED CORRIDOR WALLS (FIRE PARTITIONS). TO BE REPLACED WITH NEW 1 HOUR RATED CONSTRUCTION WHERE REMOVED

713 FIRE RESISTANT JOINT SYSTEMS JOINTS IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOOR OR FLOOR / CEILING ASSEMBLIES AND ROOFS SHALL BE PROTECTED BY AN APPROVED FIRE RESISTANT JOINT SYSTEM WITH A RATING OF NOT LESS THAN THAT OF THE ASSEMBLY IN WHICH IT IS INSTALLED 717 CONCEALED SPACES 717.2.2 FIRESTOPPING REQUIRED IN SPACES OF STUD WALLS AND FURRED WALLS AT CEILING AND FLOOR LEVELS AND HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET 717.3.3 DRAFTSTOPPING IN FLR/CLG ASSEMBLIES IS NOT REQUIRED IF SPRINKLERED TO NFPA 13

**CHAPTER 8 - INTERIOR FINISHES** IN ACCORDANCE WITH OCCUPANCY AND CONSTRUCTION TYPE

**CHAPTER 9 - FIRE PROTECTION SYSTEMS** PROJECT AREA TO BE FULLY SPRINKLERED. ALL WORK TO BE IN ACCORDANCE WITH NFPA 13.

CHAPTER 10 - MEANS OF EGRESS OCCUPANT LOAD TABLE 1004.1.1 B OCCUPANT LOAD - LABORATORY, OFFICE AND SUPPORT SPACES: 2380 SF / 100 SF OCCUPANT LOAD FACTOR = 24 OCCUPANTS M1014.3 COMMON PATH OF EGRESS TRAVEL SHALL NOT EXCEED 75', BUT EXCEPTION #1 APPLIES TO B AND S OCCUPANCY TO ALLOW 100' MAX' WHEN SPRINKLERED TO NFPA 13. SEE DIAGRAMS FOR ILLUSTRATIONS OF LONGEST COMMON PATH IN PROJECT AREA. 1015.1 EXIT AND EXIT ACCESS DOORWAYS NEW LAB PROJECT AREA PROVIDED WITH TWO EXITS. TABLE 1015.1 ALLOWS 1 MEANS OF EGRESS FOR OCCUPANT LOAD OF 49 OR FEWER. 1016.1 EXIT ACCESS TRAVEL DISTANCE

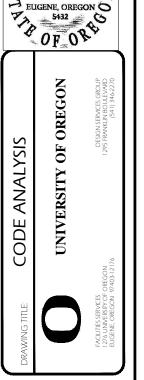
TABLE 1016.1 WITH SPRINKLER INCREASE ALLOWS WITH FOLLOWING: B 300' ACTUAL DISTANCES ARE UNDER 150'

1017.1 CORRIDORS CORRIDORS ARE 1 HOUR RATED CONSTRUCTION

CHAPTER 11 - ACCESSIBILITY 1106 BUILDING ACCESSIBILITY, NEW CONSTRUCTION NEW CONSTRUCTION TO BE IN ACCORDANCE WITH ACCESSIBILITY REQUIREMENTS. 1108 FACILITY ACCESSIBILITY BUILDING HAS EXISTING ACCESSIBLE ENTRY. ELEVATORS AND BATHROOMS

CHAPTER 24 - GLAZING SECTION 2406 NOTES SAFETY GLAZING REQUIREMENTS

UFC CHAPTER 9, 906 FIRE EXTINGUISHERS EXTINGUISHER TO BE PROVIDED PROXIMATE TO EACH EXIT FROM LAB PROJECT AREA



General Note

Revision/Iss

STERED ARCHIE

PROJECT NAME:

BARKAN LAB KLAMATH HALL SUITE 255 & 262

PROJECT NO.: CP11-108

04/23/2012

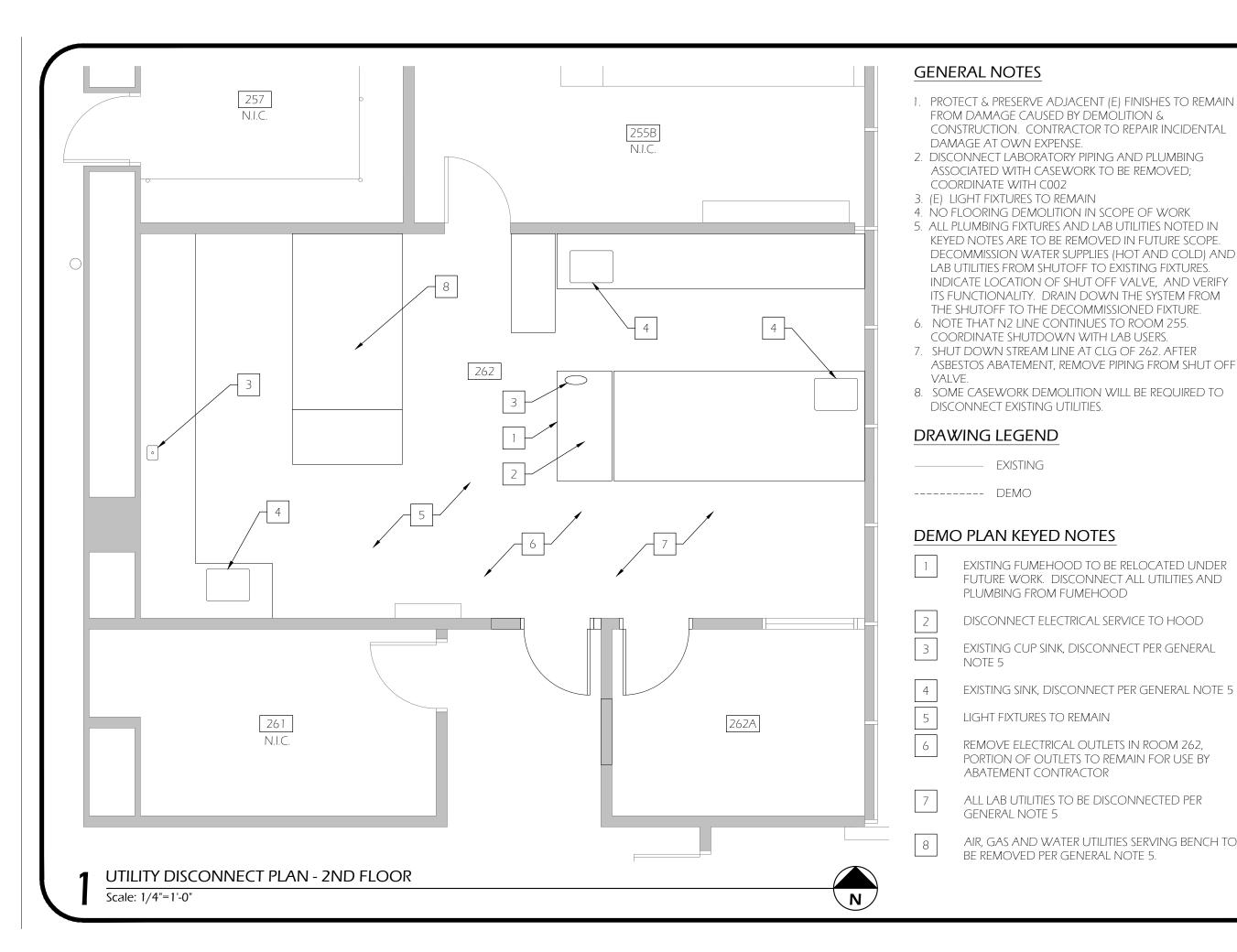
DESIGN/DRAWN BY: SP/MNL

SCALE

AS NOTED

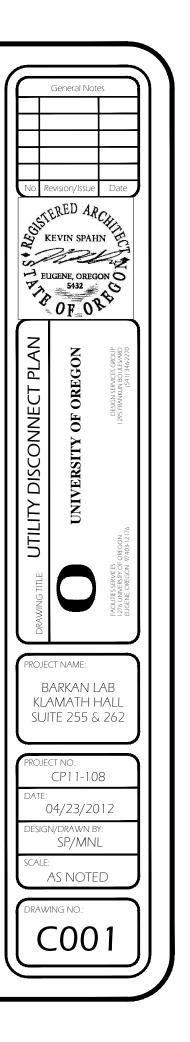
RAWING NO

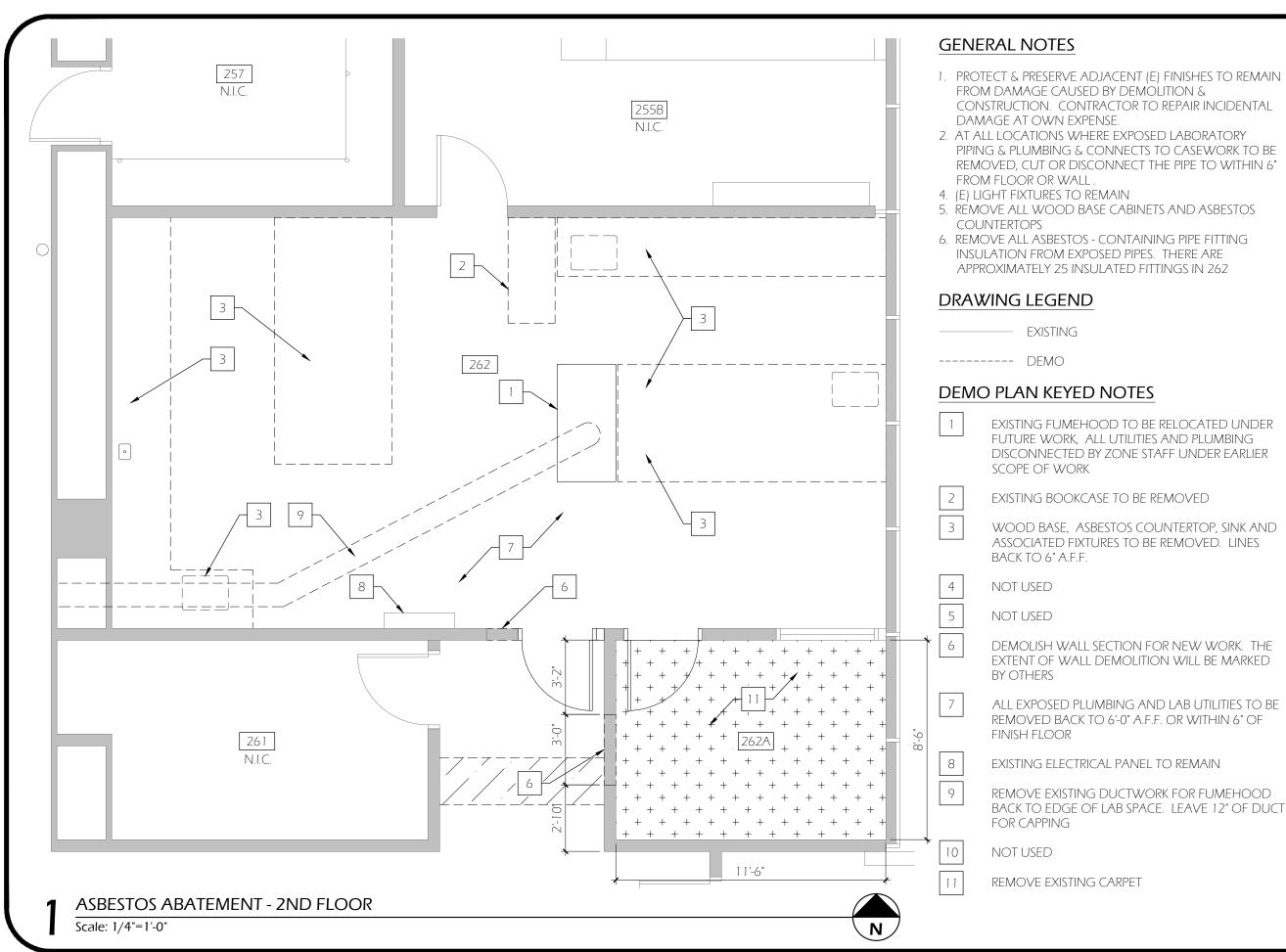
G00

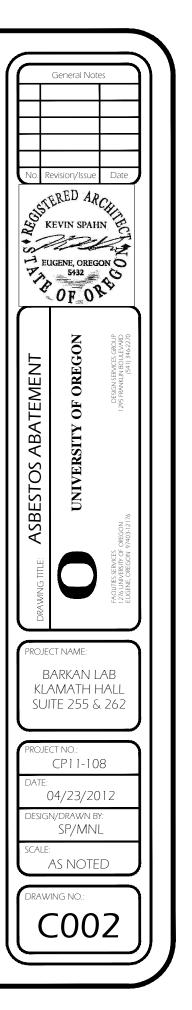


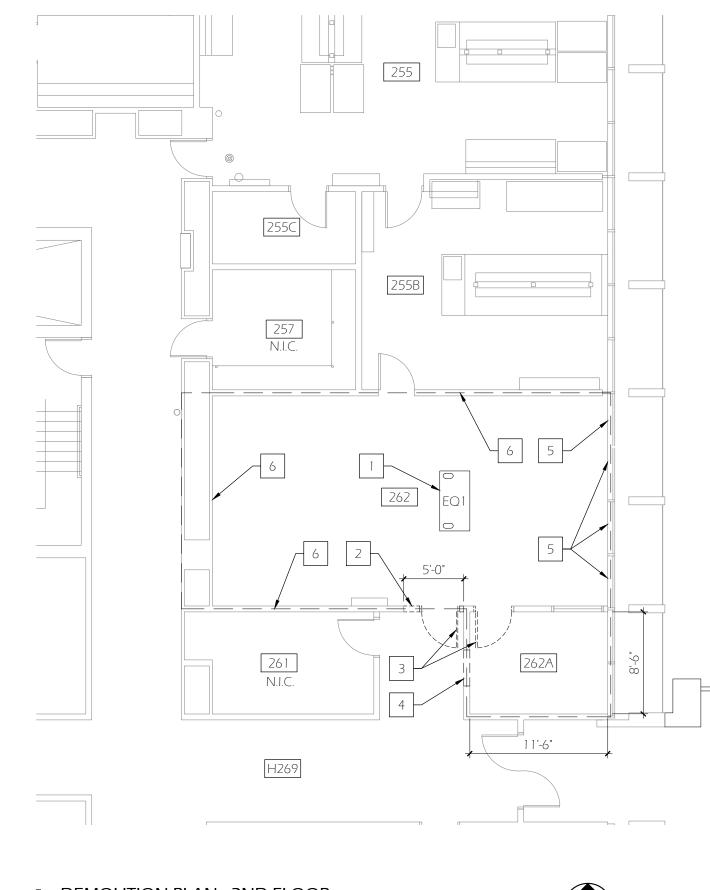
EXISTING SINK. DISCONNECT PER GENERAL NOTE 5

AIR, GAS AND WATER UTILITIES SERVING BENCH TO









# **GENERAL NOTES**

- 1. PROTECT & PRESERVE ADJACENT (E) FINISHES TO REMAIN FROM DAMAGE CAUSED BY DEMOLITION & CONSTRUCTION. CONTRACTOR TO REPAIR INCIDENTAL DAMAGE AT OWN EXPENSE.
- 2. (E) EQUIPMENT, FURNITURE & FIXTURES TO BE REMOVED & SALVAGED WHEN POSSIBLE.
- 3. AT ALL LOCATIONS WHERE EXPOSED LABORATORY PIPING & PLUMBING EXISTS, DECOMMISSION & CUT/CAP/REMOVE WHEN POSSIBLE.
- AND 262A
- 5. OWNER (FACILITIES SERVICES) TO PERFORM MAINTENANCE INSPECTION ON ALL CONVECTORS AD STANDALONE A/C UNIT. CONTRACTOR TO COORDINATE WITH OWNER.

## DRAWING LEGEND

existing

----- DEMO

2

3

4

5

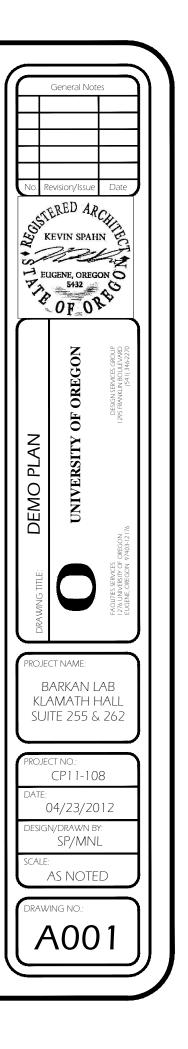
## DEMO PLAN KEYED NOTES

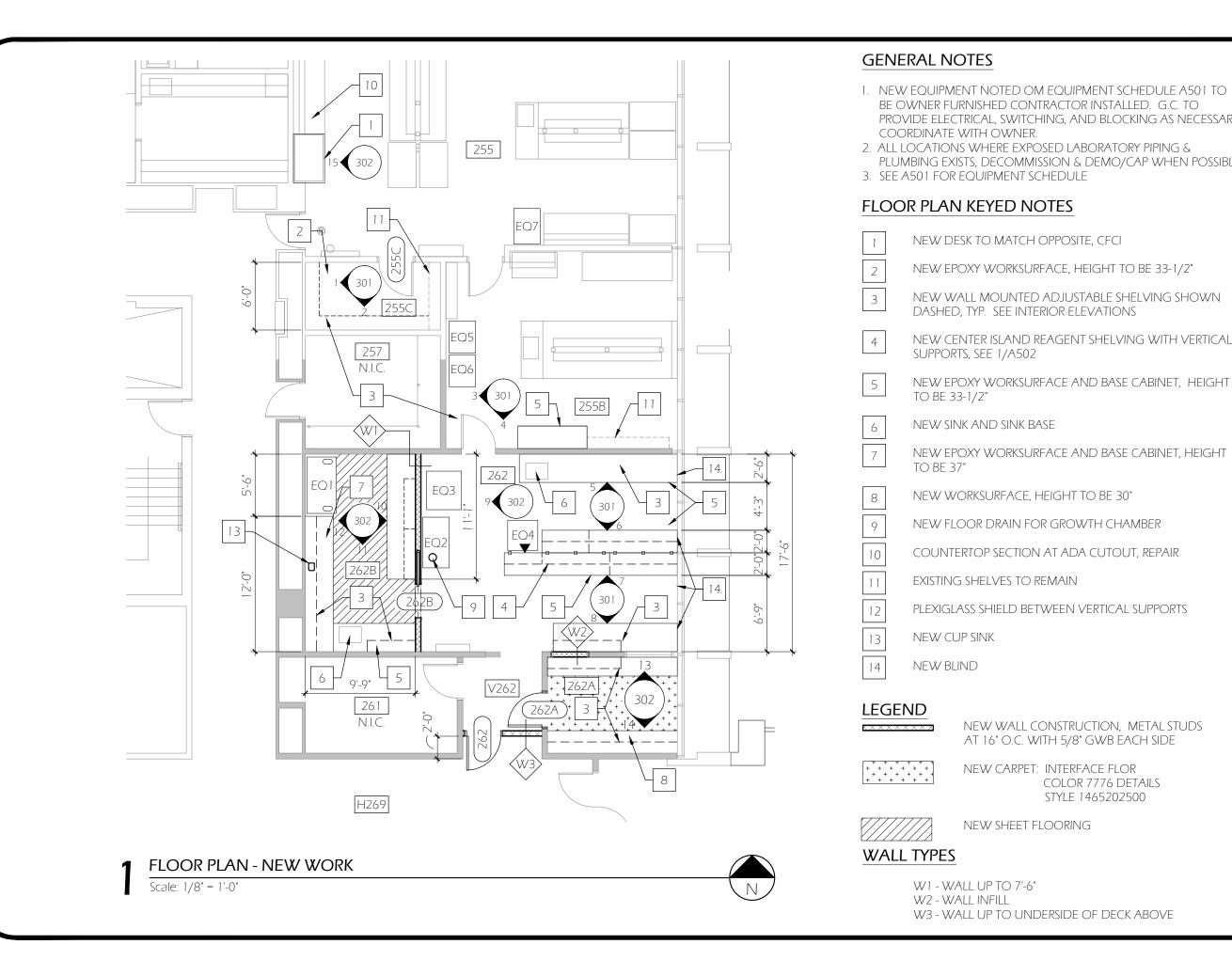
EXISTING FUMEHOOD (EQ1) TO BE RELOCATED WITHIN EXISTING LAB, REFER TO A 1-1 FOR NEW LOCATION SELECTIVE DEMOLITION OF EXISTING WALL, DEMO TO RESULT IN 5'-0" OPENING REMOVE EXISTING DOOR AND FRAMES CUT OPENING IN EXISTING WALL FOR NEW DOOR. COORDINATE WITH ABATEMENT WORK; IF ASBESTOS WAS PRESENT THIS OPENING WILL BE CUT BY UO FACILITIES ABATEMENT STAFF BLINDS TO BE REMOVED

6 EXISTING PLUMBING LOCATION, COORDINATE LOCATION AND DIMENSIONS FOR CONNECTION TO NEW PLUMBING FIXTURES

**DEMOLITION PLAN - 2ND FLOOR** Scale: 1/8"=1'-0"

4. DEMO & SALVAGE ALL (E) LIGHT FIXTURES IN ROOM 262





PROVIDE ELECTRICAL, SWITCHING, AND BLOCKING AS NECESSARY,

PLUMBING EXISTS, DECOMMISSION & DEMO/CAP WHEN POSSIBLE.

NEW EPOXY WORKSURFACE, HEIGHT TO BE 33-1/2"

NEW WALL MOUNTED ADJUSTABLE SHELVING SHOWN

NEW CENTER ISLAND REAGENT SHELVING WITH VERTICAL

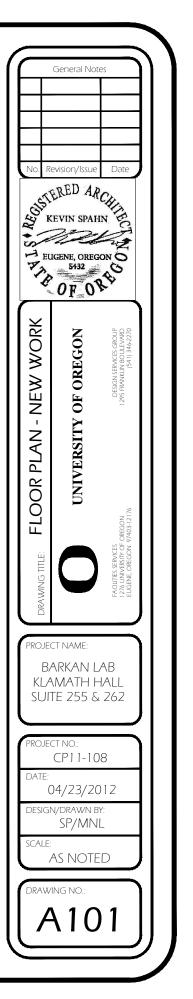
NEW EPOXY WORKSURFACE AND BASE CABINET, HEIGHT

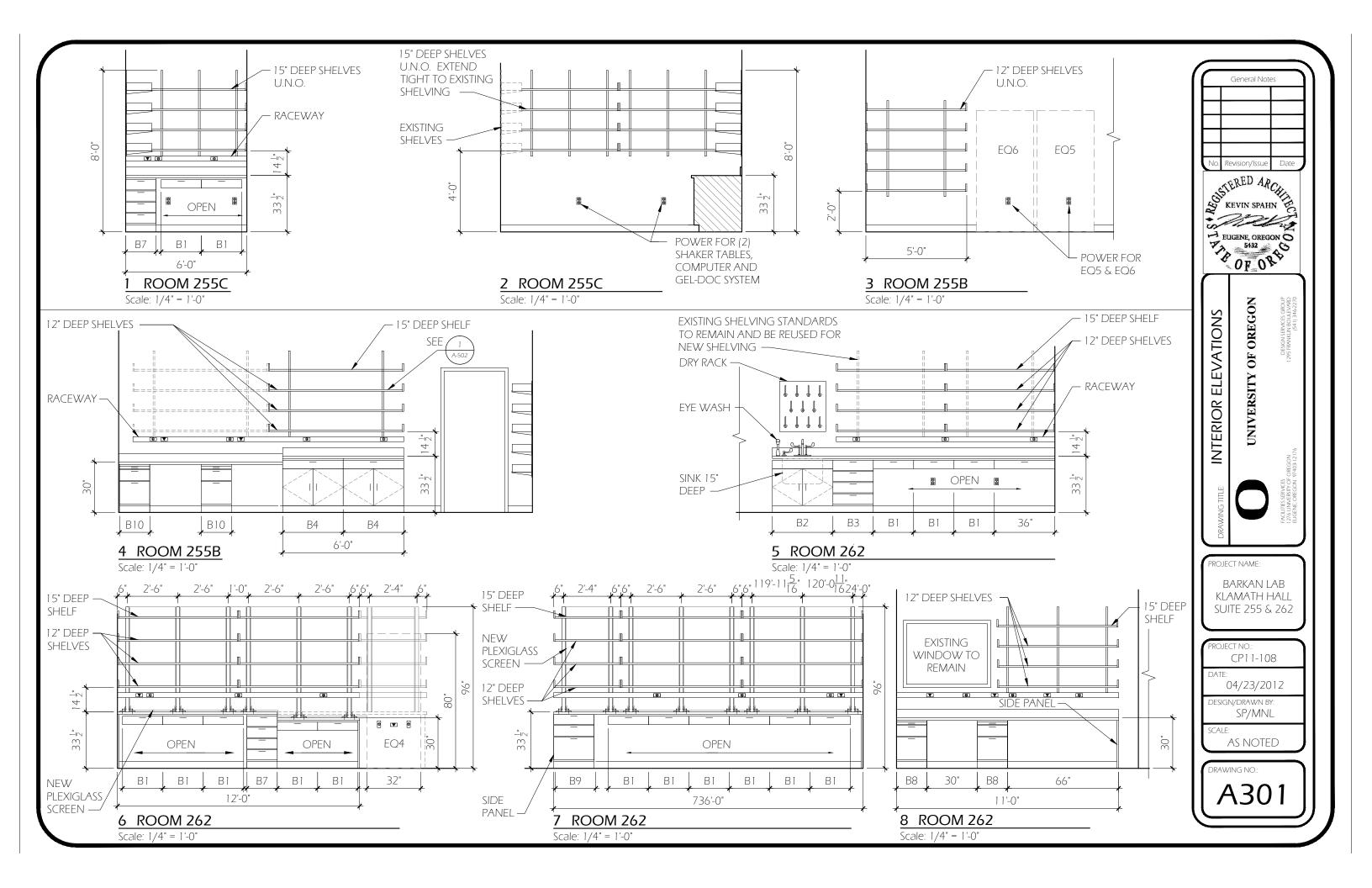
NEW EPOXY WORKSURFACE AND BASE CABINET. HEIGHT

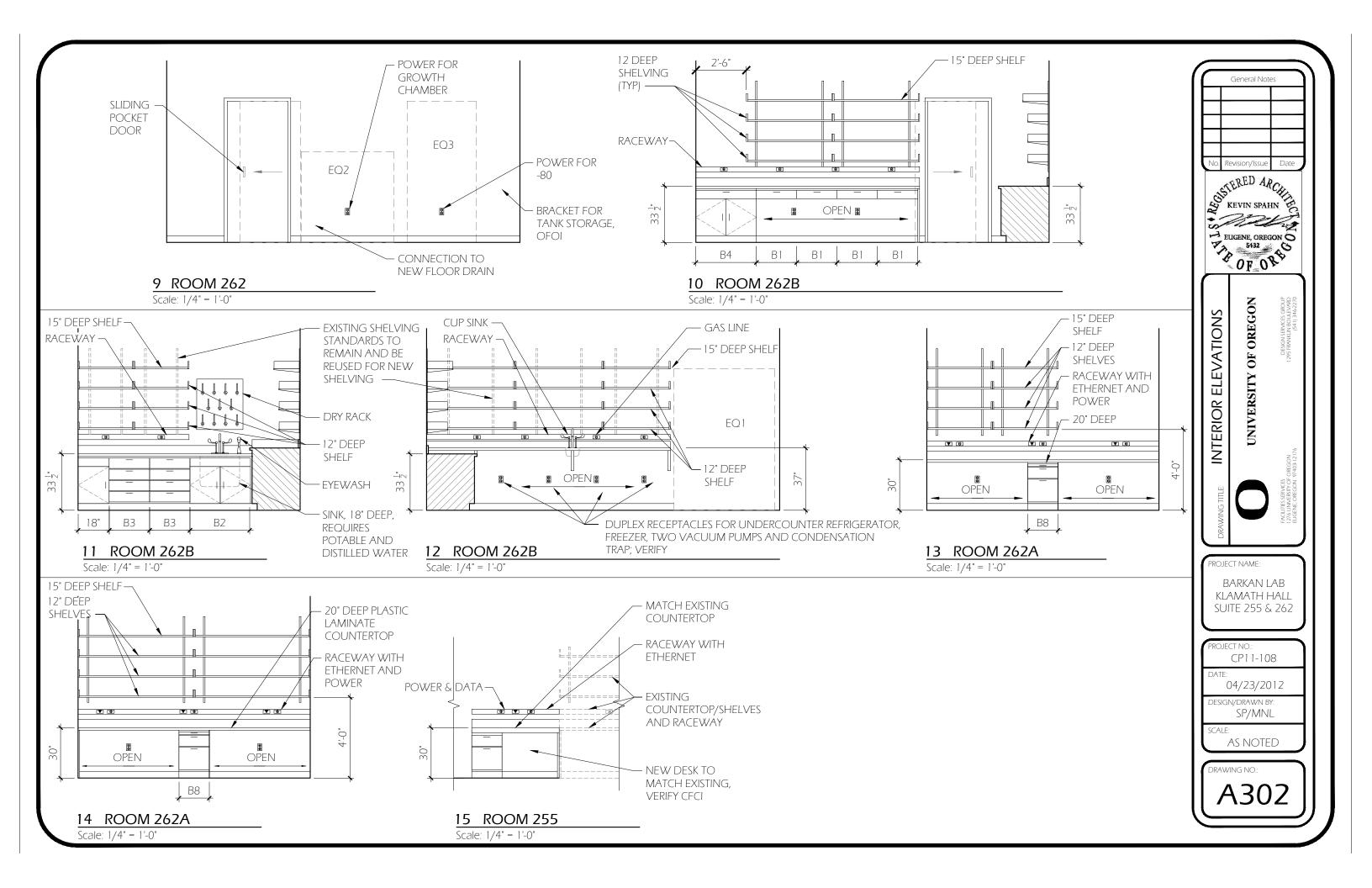
PLEXIGLASS SHIELD BETWEEN VERTICAL SUPPORTS

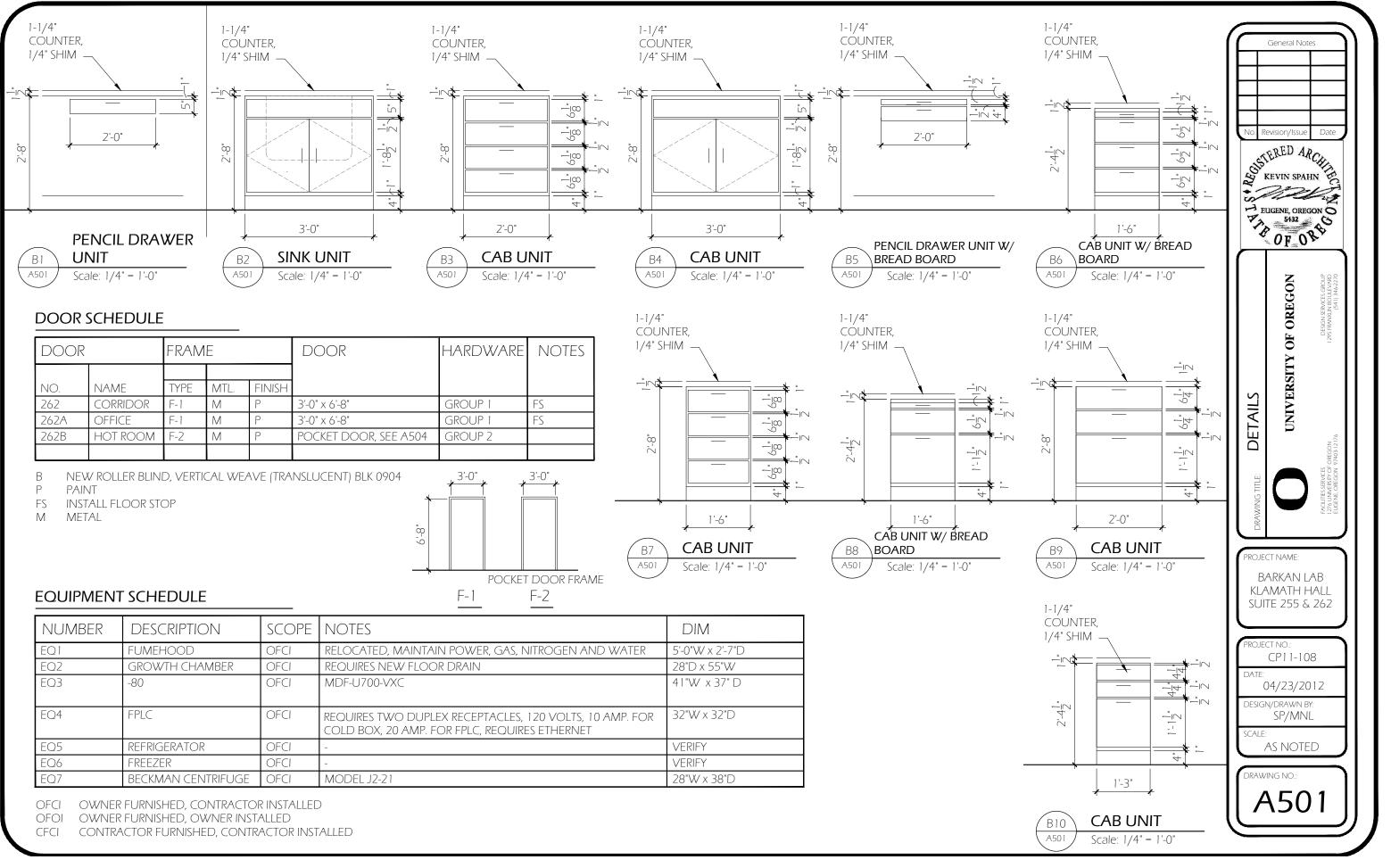
NEW WALL CONSTRUCTION, METAL STUDS AT 16" O.C. WITH 5/8" GWB EACH SIDE

> COLOR 7776 DETAILS STYLE 1465202500

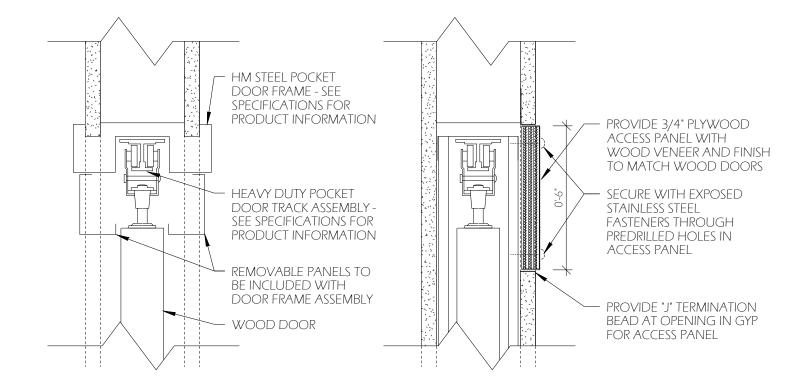






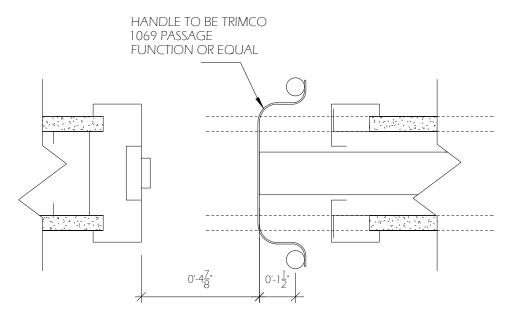


NUMBER	DESCRIPTION	SCOPE	NOTES	DIM
EQ1	FUMEHOOD	OFCI	RELOCATED, MAINTAIN POWER, GAS, NITROGEN AND WATER	5'-0"W x 2'-7"D
EQ2	GROWTH CHAMBER	OFCI	REQUIRES NEW FLOOR DRAIN	28"D x 55"W
EQ3	-80	OFCI	MDF-U700-VXC	41"W x 37" D
EQ4	FPLC	OFCI	REQUIRES TWO DUPLEX RECEPTACLES, 120 VOLTS, 10 AMP. FOR COLD BOX, 20 AMP. FOR FPLC, REQUIRES ETHERNET	32"W x 32"D
EQ5	REFRIGERATOR	OFCI	-	VERIFY
EQ6	FREEZER	OFCI	-	VERIFY
EQ7	BECKMAN CENTRIFUGE	OFCI	MODEL J2-21	28"W x 38"D

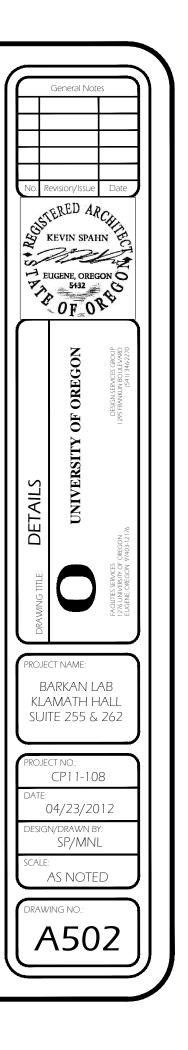


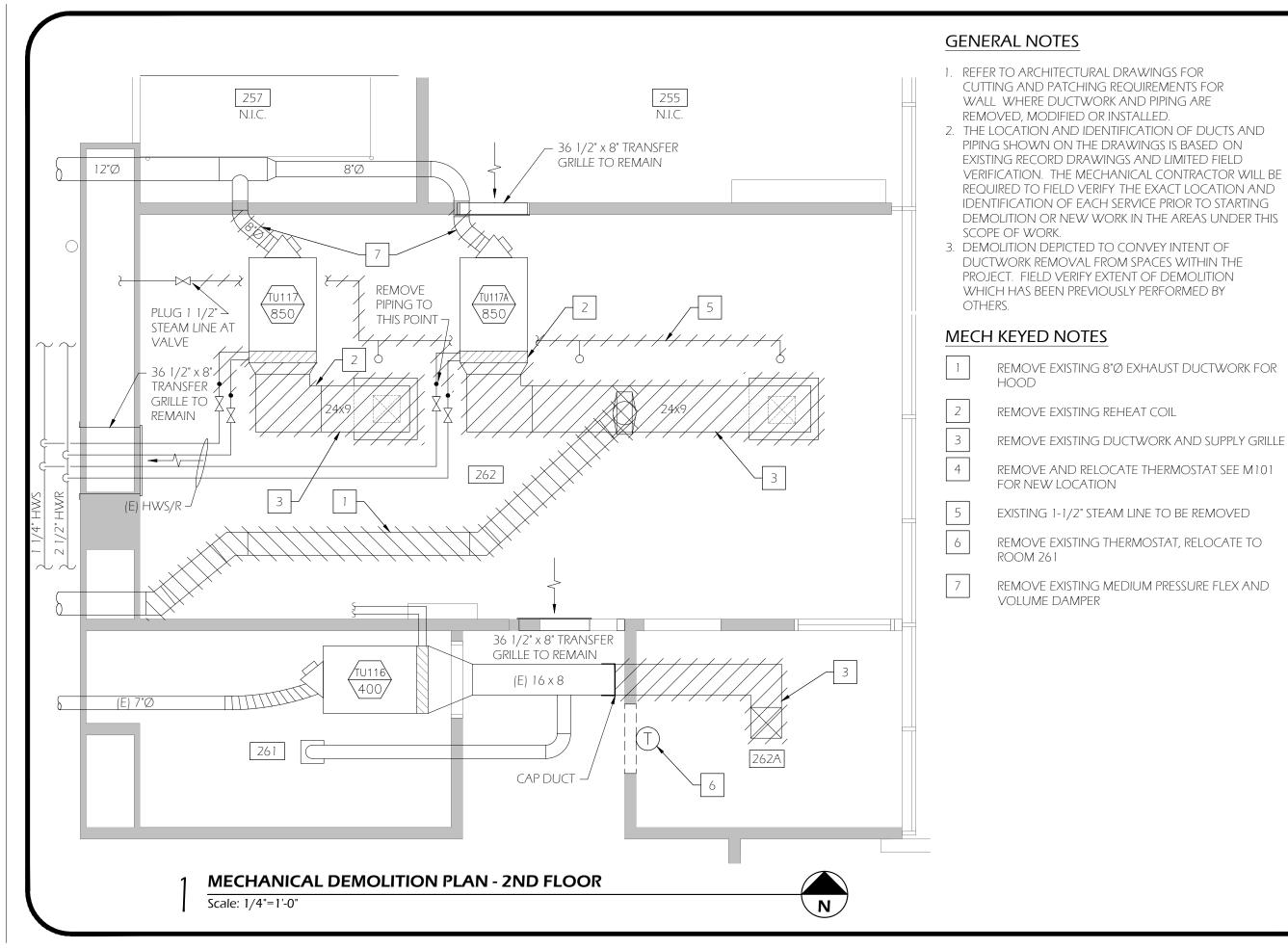
A. HEAD @ OPENING

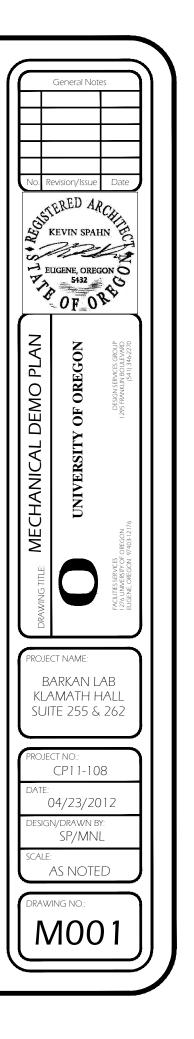
B. HEAD @ ACCESS PANEL

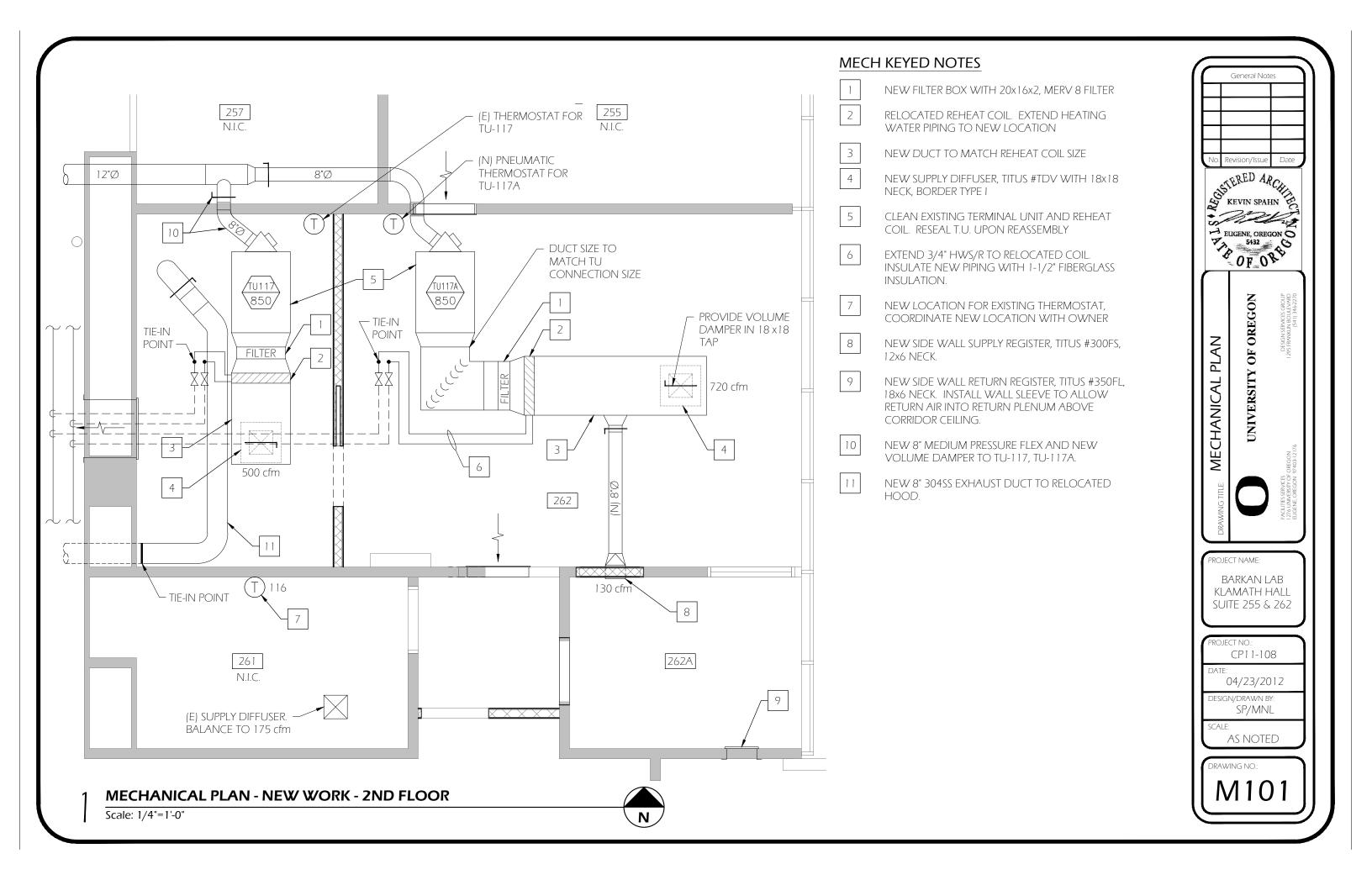


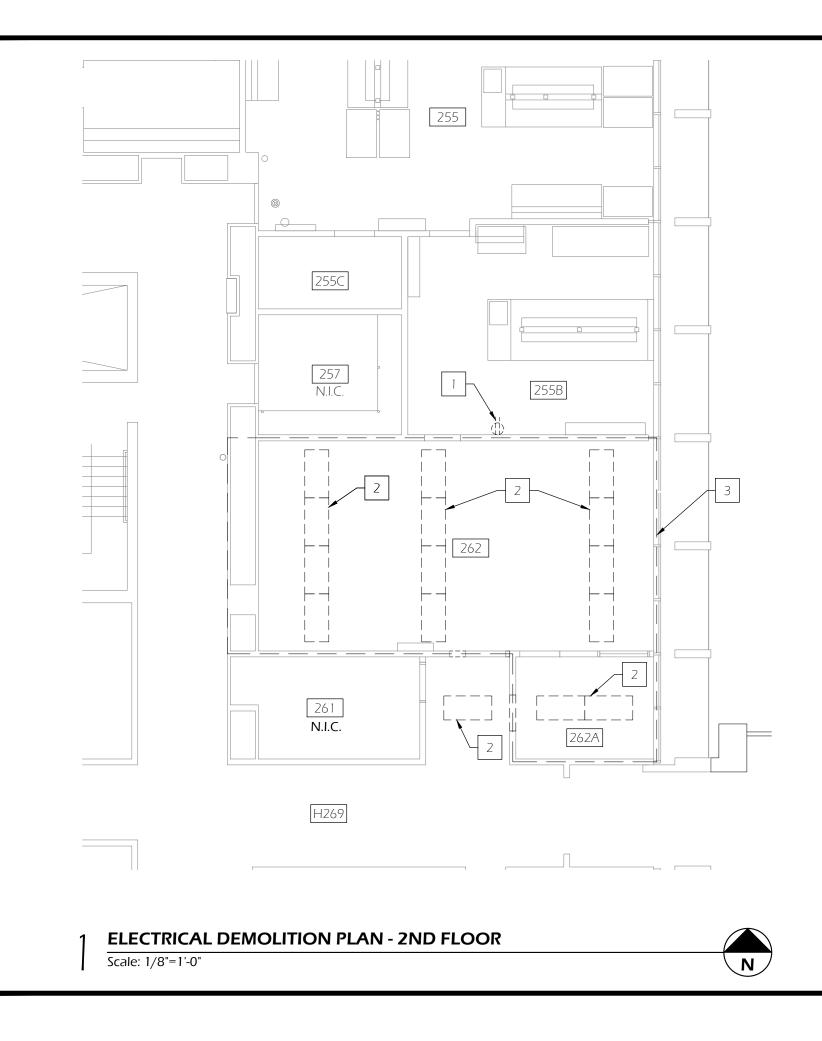
## C. DOOR CLEARANCE (PLAN VIEW)











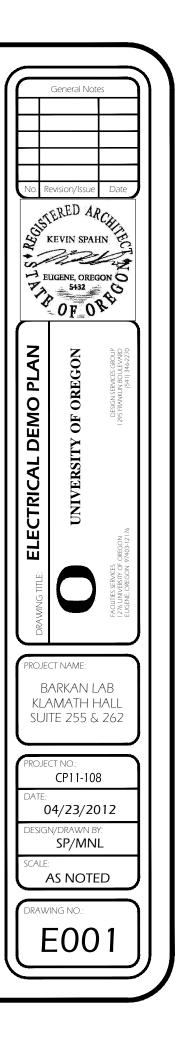
## **GENERAL NOTES**

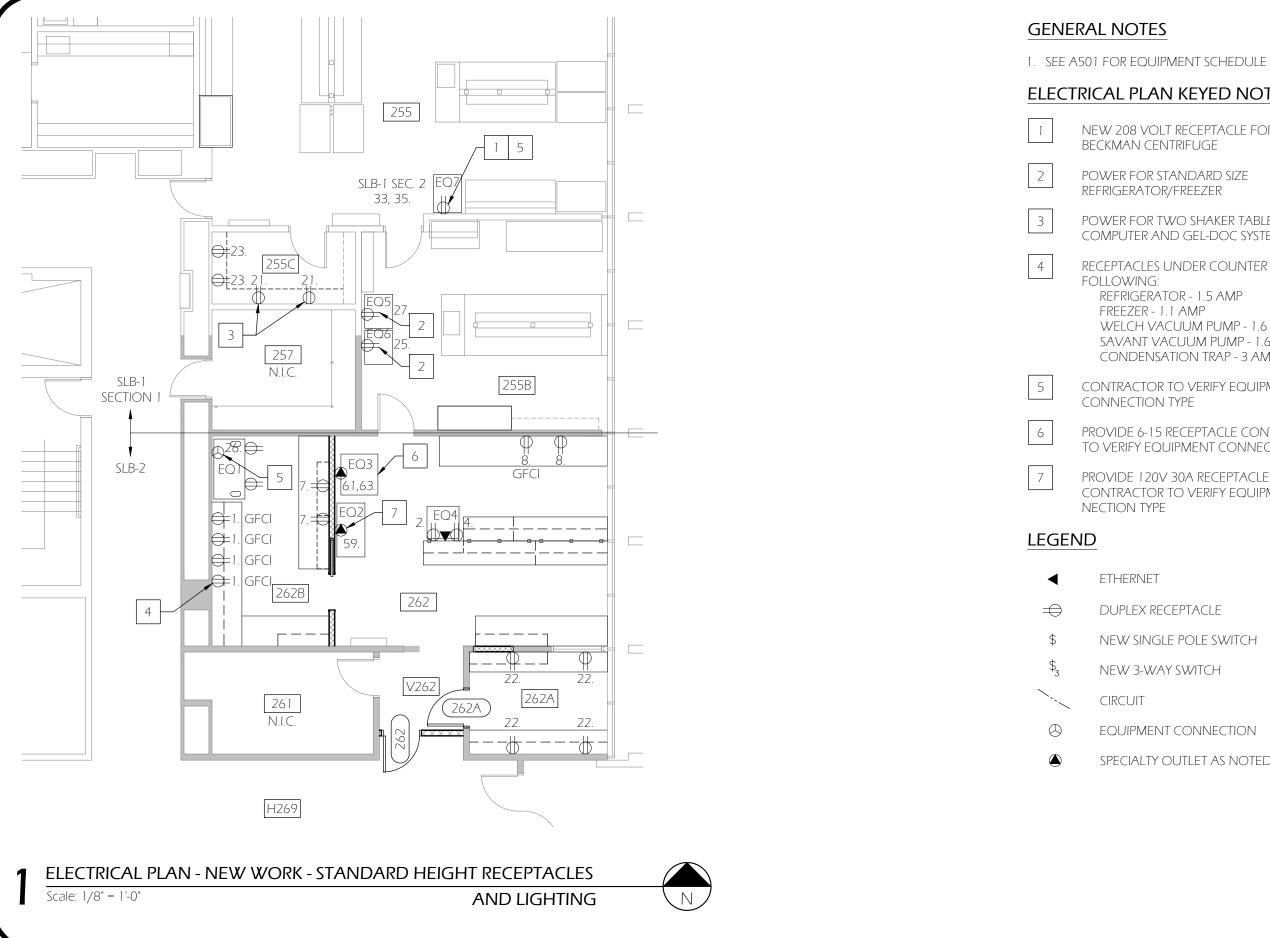
- 1. NEW FIRE ALARM NOTIFICATION EQUIPMENT TO COMPLY WITH NFPA-72.
- 2. NUMBERS ADJACENT TO RECEPTACLES INDICATE CIRCUIT NUMBER.

# **KEYED NOTES**

1 EXISTING SURFACE MOUNT RECEPTACLE, SLB1-2-16/18, TO BE REMOVED REMOVE EXISTING LIGHT FIXTURES 2 3 DEMO ALL EXISTING RECEPTACLES AND ELECTRICAL EQUIPMENT CONNECTION IN DASHED AREA

OUTLETS INDICATED ON THIS PLAN ARE EXISTING.





# ELECTRICAL PLAN KEYED NOTES

NEW 208 VOLT RECEPTACLE FOR

POWER FOR STANDARD SIZE

POWER FOR TWO SHAKER TABLES, COMPUTER AND GEL-DOC SYSTEM

RECEPTACLES UNDER COUNTER FOR THE REFRIGERATOR - 1.5 AMP WELCH VACUUM PUMP - 1.6 AMP SAVANT VACUUM PUMP - 1.6 AMP CONDENSATION TRAP - 3 AMP

CONTRACTOR TO VERIFY EQUIPMENT

PROVIDE 6-15 RECEPTACLE CONTRACTOR TO VERIFY EQUIPMENT CONNECTION TYPE

PROVIDE 120V 30A RECEPTACLE. CONTRACTOR TO VERIFY EQUIPMENT CON

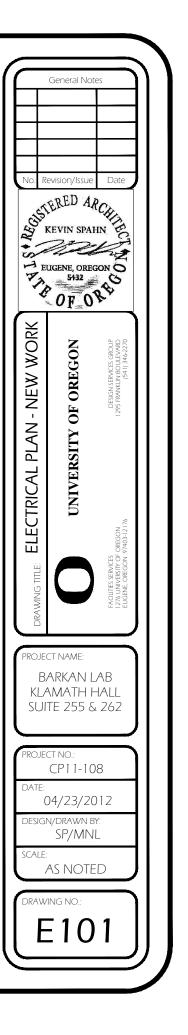
DUPLEX RECEPTACLE

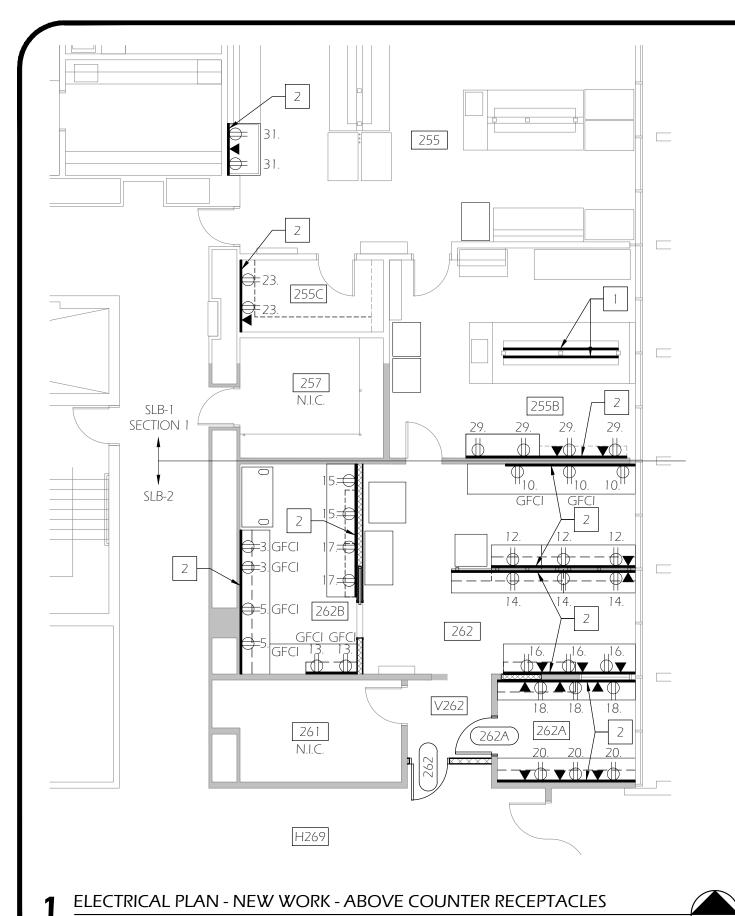
NEW SINGLE POLE SWITCH

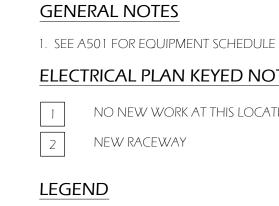
NEW 3-WAY SWITCH

EQUIPMENT CONNECTION

SPECIALTY OUTLET AS NOTED







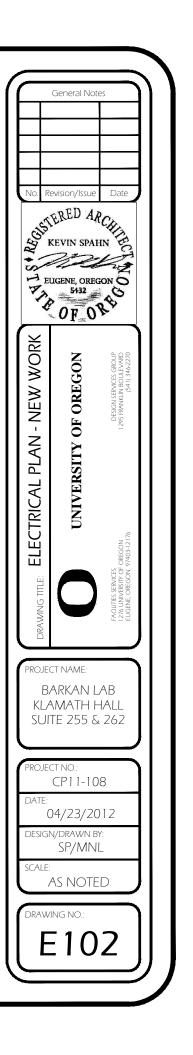
ETHERNET

DUPLEX RECEPTACLE

Scale: 1/8" = 1'-0"

# ELECTRICAL PLAN KEYED NOTES

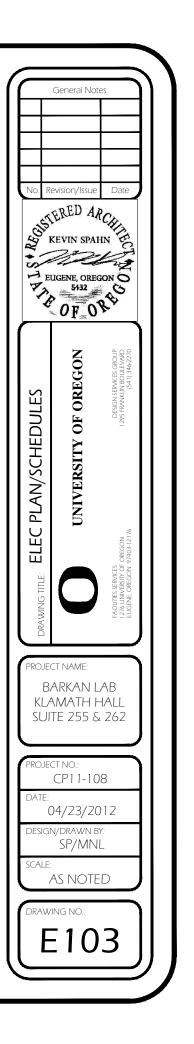
NO NEW WORK AT THIS LOCATION



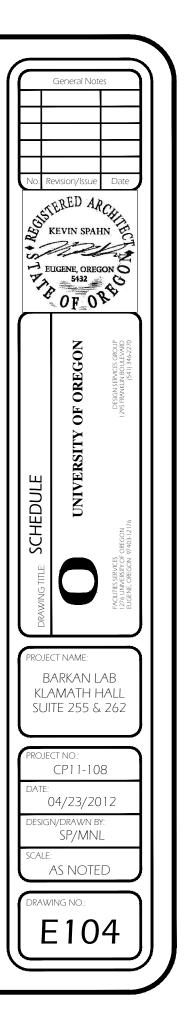
TYPE	DESCRIPTION	MANUFACTURER	LAMP(S)	BALLAST(S)/VOLTS	WATTS	MOUNTING	FINISH	COMMENTS
L1	LINEAR DIRECT (100% DN LIGHT) W/ PARABOLIC DOWN LOUVER	ELECTRONIC 120V (PROVIDE 1400-LUMEN EMERG BALLAST TO 1 LAMP AT LOCATION SHOWN BY SYMBOL)	32	SUSPENDED AC CABLE	WHITE	PROVIDE ALL FIXTRURE, MOUNTING, AND FASTENING FITTINGS AND HARDWARE FROM THE MANUFACTURER FOR A CODE-COMPLIANT STRUCTURAL AND SEISMIC INSTALLATION		
X	SINGLE-FACED EXIT SIGN WITH BATTERY BACK UP	HUBBELL LIGHTING	LED	N/A / 120V	1	UNIVERSAL	WHITE W/ GREEN BACKGROUND	CAMPUS STANDARD - NO SUBSTITUTIONS
E1	ELM2 LED	LITHONIA	LED	N/A / 120V	1.5	WALL	-	EMERGENCY EGRESS LIGHTING
							C "WAT S OCC NOTE: CONTR LEVELS	LIGHT TTSTOPPER" 120V POWER PACK CAT #B-120E-P & SENSOR, "WATTSTOPPER" DT 200 OR CX-100 RACTOR TO FIELD VERIFY EGRESS LIGHTING SMEET CODE REQUIREMENTS

TCH



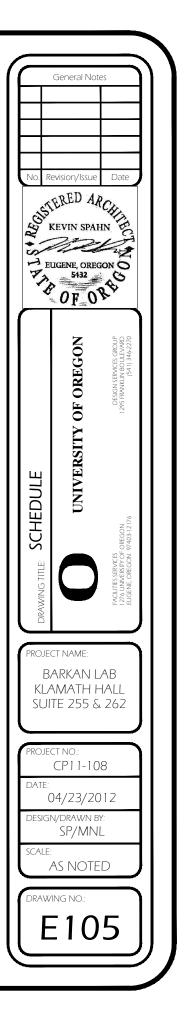


		NUMBER: LOCATTION: FED FROM: XFMR SIZE:	SLB1 Section 1 RM 255													VOLTS: SIZE: MAIN LUG: MAIN BREAKER: AIC SYM:	208Y-120V 3 PHASE 4	WRE 225 200
		CIRCUIT		LOAD		LOAD	LOAD	CKT		СКТ		LOAD	LOAD	LOAD	LOAD	CIRCUIT		
es	#	ID/TYPE	DESCRIPTION	куа	L1 A	L2 A	L3 A	BKR	#	#	BKR	L1 A	L2 A	L3 A	κνα	ID/TYPE	DESCRIPTION	
	1	Rm 255 West Rcpt	6	0.0	0.0			20/1	1	2	20/1	0.0			0.0	Rm 255 Center Rcpts		
		Rm 255 West Rcpt		0.0		0.0		20/1	3	4	20/1		0.0		0.0	Rm 255 Center Rcpts		
		Rm 255 West Rcpt	; ;	0.0			0.0	20/1	5	6	20/1			0.0	0.0	Rm 255 Center Rcpts		
		Rm 255 NE Rcpts		0.0	0.0			20/1	7	8	20/1	0.0			0.0	Rm 255 North Rcpts		
		Rm 255 NE R cpts		0.0		0.0		30/2	9	10	20/1		0.0			Rm 255 North Rcpts		
		Rm 255 East Ropts		0.0	0.0		0.0	30/2	11	12	20/1			0.0	0.0	Rm 255 North Rcpts		
		Rm 255 East Rcpts Rm 255 East Rcpts		0.0 0.0	0.0	0.0		20/1 20/1	13 15	14 16	20/1 20/1	0.0	0.0		0.0 0.0	Rm 255A R cpts Rm 255A R cpts		
		Rm 255 East Rcpts		0.0		0.0	0.0	20/1	17	18	20/1		0.0	0.0		Rm 255B R cpts		
		Rm 255 East Rcpts		0.0	0.0		0.0	20/1	19	20	20/1	0.0		0.0	0.0	Rm 255B Rcpts		
		Rm 255C South Re		0.4	0.0	3.0		20/1	21	22	20/1	0.0	0.0		0.0	Rm 255B Rcpts		
		Rm 255C West Rc	•	0.4			3.0	20/1	23	24	20/1			0.0	0.0	Rm 255B R cpts		
		Rm 255B Refridg.		1.0	8.0			20/1	25	26	20/1	0.0			0.0	Rm 255B R cpts		
		Rm 255B Freezer		1.0		8.0		20/1	27	28	20/1		0.0		0.0	Rm 255B R cpts		
	29	Rm 255B South W	Mi Ropts	0.7			6.0	20/1	29	30	20/1			0.0	0.0	Spare		
	31	Rm 255 West Rcpt	5	0.4	3.0			20/1	31	32	20/1	0.0			0.0	Spare		
	33	Spare		0.0		0.0		20/1	33	34	20/1		0.0		0.0	Spare		
	35	Spare		0.0			0.0	20/1	35	36	20/1			0.0	0.0	Spare		
		Spare		0.0	0.0			20/1	37	38	20/1	0.0			0.0	Spare		
		Spare		0.0		0.0		20/2	39	40	20/1		0.0		0.0	Spare		
	41	Spare		0.0			0.0	20/2	41	42	20/1			0.0	0.0	Spare		
				3.7	11.0	11.0	9.0					0.0	0.0	0.0	0.0			
			TOTAL KVA	<u>3.7</u>	<u>KVA</u>										0.0	Heat Tracing		
			TOTAL AMPS PHASE L1		11.0	А									0.0	Lighting		
			TOTAL AMPS PHASE L2			11.0	А								0.0	Equipment		
			TOTAL AMPS PHASE L3				9.0	А							1.8	Rcpt	_	
			MAX AMPS	11.0	AMPS									-	<u>1.8</u>	kVA	-	



		NUMBER: LOCATTION: FED FROM: XFMR SIZE:	SLB1 Section 2 RM 255													VOLTS: SIZE: MAIN LUG: MAIN BREAKER:		225 200
╞							10.00	01/T					10.00	1040		AIC SYM:		1
		CIRCUIT		LOAD	LOAD L1	LOAD	LOAD L3	СКТ		СКТ		LOAD L1	LOAD L2	LOAD L3	LOAD	CIRCUIT		
s	#	ID/TYPE	DESCRIPTION	KVA	A	A	A	BKR	#	#	BKR	A	А	А	KVA	ID/TYPE	DESC RIPTION	
ľ	1	Rm 255 Door Ope	erator	0.0	0.0			20/1	1	2	20/1	0.0			0.0	Fume Hood		
Ĩ	3	Rm 255C Rcpts		0.0		0.0		20/1	3	4	20/1		0.0		0.0	Rm 255B Rcpts		
Ĩ	5	Rm 255C Rcpts		0.0			0.0	20/1	5	6	20/1			0.0	0.0	Rm 255B Rcpts		
	7	Rm 257 Rcpts		0.0	0.0			20/1	7	8	20/1	0.0			0.0	Rm 255B Refrig		
	9	Rm 257 Rcpts		0.0		0.0		30/2	9	10	20/1		0.0		0.0	Rm 255B Rcpts		
		Rm 257 Rcpts		0.0			0.0	30/2	11	12	20/1			0.0		Rm 255B Rcpts		
		Rm 257 Rcpts		0.0	0.0			20/1	13	14	20/1	0.0			0.0	Rm 255B Rcpts		
		Rm 257 Rcpts		0.0		0.0		20/1	15	16	20/2		0.0			Rm 255B 208V Rcpt		
		Rm 257 208V Rcp		0.0			0.0	30/2	17	18	20/2			0.0		Rm 255B 208V Rcpt		
		Rm 257 208V Rcp		0.0	0.0			30/2	19	20	20/1	0.0				Rm 255 Ltg		
		Rm 257 208V Rcp		0.0		0.0		30/2	21	22	20/1		0.0			Rm 255A Ltg		
		Rm 257 208V Rcp	)t	0.0			0.0	30/2	23	24	20/1			0.0		Rm 225B,255C,257 Ltg		
		Spare		0.0	0.0			20/1	25	26	20/1	0.0				Spare		
		Spare		0.0		0.0		20/1	27	28	20/1		0.0			Spare		
		Spare		0.0			0.0	20/1	29	30	20/1			0.0		Spare		
		Spare		0.0	0.0			20/1	31	32	20/1	0.0				Spare		
		Beckman		1.2		10.0		30/2	33	34	20/1		0.0			Space		
		Centrofuge		1.2			10.0	30/2	35	36	20/1			0.0		Space		
		Space		0.0	0.0			20/1	37	38	20/1	0.0				Space		
		Space		0.0		0.0		20/2	39	40	20/1		0.0	~ ~ ~		Space		
ł	41	Space	CONNECTED LOAD	0.0 2.4	0.0	10.0	0.0	20/2	41	42	20/1	0.0	0.0	0.0 0.0	0.0 0.0	Space		
			TOTAL KVA	2.4	<u>KVA</u>	10.0	10.0					0.0	0.0	0.0				
												_				Heat Tracing		
			TOTAL AMPS PHASE L1		0.0	A		*⊢	HACR F	RATED	SKEAKE	κ				Lighting		
			TOTAL AMPS PHASE L2 TOTAL AMPS PHASE L3			10.0	A 10.0	А								Equipment Rcpt		
- 1				<u>10.0</u>	AMPS									:	0.0	<u>kVA</u>		

4. Label Existing Breaker as Spare.



	NUMBER: LOCATTION: FED FROM:	<b>SLB-2 (2 Section)</b> RM 262													VOLTS: SIZE:: MAIN LUG:	208Y-120V 3 PHASE 4 WIRE 2	25
	XFMR SIZE:														MAIN BREAKER:		
			1010	1000	1000	LOAD			OV7		Low	1040			AIC SYM:		
	CIRCUIT		LOAD	LOAD L1	LOAD L2	LOAD L3	CKT		CKT		LOAD	LOAD L2	LOAD L3	LOAD	CIRCUIT		
#	ID/TYPE	DESCRIPTION	куа		LZ A	A	BKR	#	#	BKR	A	LZ A	A	N/A	ID/TYPE	DESCRIPTION	
1		262B West Ropts	0.7	6.0		7	20/1	1	2	20/1	7.5	7	- 7	0.9	DITTL	EQ4	-
3		262B West WM Ropts	0.4	0.0	3.0		20/1	3	4	20/1	1.0	7.5		0.9		EQ 4	
5		262B West WM Ropts	0.4		0.0	3.0	20/1	5	6	20/1		1.9	8.0	1.0		262/262A/262B Lighting	
7		262B East Ropts	0.4	3.0		0.0	20/1	7	8	20/1	3.0		0.0	0.4		RM 262 North Repts	
9	Spare		0.0	0.0	0.0		30/2	9	10	20/1	<u>.</u>	4.5		0.5		RM 262 North WM Repts	
11	Spare		0.0		0.0	0.0	30/2	11	12	20/1			4.5	0.5		RM 262 Island N. WM Ropts	
13		262B South WM Repts	0.4	3.0			20/1	13	14	20/1	4.5			0.5		RM 262 Island S. WM Ropts	
15		262B East WM Ropts	0.4	0.0	3.0		20/1	15	16	20/1		4.5		0.5		RM 262 South WM Repts	
17		262B East WM Ropts	0.4			3.0	20/1	17	18	20/1			4.5	0.5		RM 262A North WM Ropts	
19	Spare		0.0	0.0			20/1	19	20	20/1	4.5			0.5		RM 262A South WM Ropts	
21		RM 261 Rcpt	0.2	0.0	1.5		20/1	21	22	20/1		6.0		0.7		RM 262A Wall Ropts	
23		14112b114bpt	0.0		1.0	0.0	20/1	23	24	20/1			1.5	0.2		RM 261 Wiremold Ropt	
25		RM 269 Copier Ropt	1.0	8.0		0.0	20/1	25	26	20/1	0.0		1	0.0		RM 262 Fume Hood	
27	Spare		0.0	<u> </u>	0.0		20/1	27	28	20/1	0.0	0.0		0.0	Spare	T the EVE T which house	
29		RM 269 Repts	0.5		0.0	4.5	20/1	29	30	20/1		0.0	0.0	0.0	Spare		
31		273 Desk Ropts	0.7	6.0			20/1	31	32	20/1	4.5			0.5		RM 269A/273 General Rcpts	
33		273 Desk Ropts	0.5	0.0	4.5		20/1	33	34	20/1		0.0		0.0	Spare		
35		273A Ropts	0.7			6.0	20/1	35	36	20/1			0.0	0.0	Spare		
37		273B Ropts	0.7	6.0			20/1	37	38	20/1	0.0			0.0			
39	Spare		0.0		0.0		20/2	39	40	20/1		6.0		0.7		RM 269A Desk Ropts	
41	Spare		0.0			0.0	20/2	41	42	20/1			0.0	0.0	Spare		
43	Spare		0.0	0.0			20/1	43	44	20/1	0.0			0.0	Spare		
45	Spare		0.0		0.0		20/1	45	46	20/1		8.0		1.0		RM 269/273 LTG	
47	Spare		0.0		- 101	0.0	20/1	47	48	20/1			1.5	0.2		H269 Rcpt	
49		RM 261 Wiremold Ropt	0.2	1.5			20/1	49	50	20/1	1.5			0.2		H269 Rcpt	
51		RM 261 Wiremold Ropt	0.2		1.5		20/1	51	52	20/1		0.0		0.0	Spare		
53		RM 261 Wiremold Ropt	0.2			1.5	20/1	53	54	20/2			0.0	0.0	Spare 208V		
	Spare 208V		0.0	0.0			20/2	55	56	20/2	0.0				Spare 208V		
57	Spare 208V		0.0		0.0		20/2	57	58	20/2		0.0		0.0	Spare 208V		
59		Growth Chamber	2.6			21.5	30/1	59	60	20/2			0.0	0.0	Spare 208V		
61		-80	0.1	0.5			15/2	61	62		0.0			0.0	Space		
63		-80	0.1		0.5		15/2	63	64			0.0		0.0	Space		
		CONNECTED LOAD	10.5	34.0	14.0	39.5					25.5	36.5	20.0	9.8			
		TOTAL KVA	<u>20.3</u>	KVA		1	J						1				
															Heat Tracing		
		TOTAL AMPS PHASE L1		59.5											Lighting		
		TOTAL AMPS PHASE L2			50.5										Equipment		
1		TOTAL AMPS PHASE L3				59.5	Δ							1/6	Ropt		

Notes:

1. Circuit Affected by Alice Barkan Lab Remodel.

2. Provide New Circuit Breaker in Space.

Utilize Existing Circuit Breaker.
 Label Existing Breaker as Spare.

Notes

