

# UNIVERSITY OF OREGON

## UO Annex

### REROOF 2012

University of Oregon, EUGENE, OREGON

## PROJECT MANUAL



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**UNIVERSITY OF OREGON**

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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 the Capital Construction Reception Desk until **3:00 PM**, Pacific Time on Friday, May 18th, 2012 for the UO Annex Roof Replacement project located on the campus of the University of Oregon, in Eugene, Oregon. The project includes Removal and replacement of existing existing shingle roofing and flashing at the UO Annex on the University of Oregon Campus.

A **mandatory pre-bid conference** will be conducted at the Capital Construction Conference Room on Thursday May 10th, 2012 at **9:00 AM**. Bidders shall meet with OUS' Representative at the UO Capital Construction Offices 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 electronically on the OUS Procurement Gateway website (<https://secure.ous.edu/bid/opportunities>).

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. OUS encourages bids from Minority, Women, and Emerging Small Businesses.

OREGON STATE BOARD OF HIGHER EDUCATION

By: Jamie Moffitt, VP for Finance and Administration/CFO

**OREGON UNIVERSITY SYSTEM**  
**STANDARD PUBLIC IMPROVEMENT CONTRACT**  
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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, Bid Bond, 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. Security to Be Furnished by Each Bidder**

Each bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a bid bond described hereinafter, executed in favor of the State of Oregon and the Oregon State Board of Higher Education, for an amount equal to 10 percent of the total amount bid as a guarantee that if awarded the contract the bidder will execute the contract and give a performance bond and payment bond as required. The successful bidder's check or bid bond will be retained until the bidder has entered into a satisfactory contract and furnished a 100 percent performance bond and 100 percent payment bond. The Owner reserves the right to hold the bid security as described in Article 10 hereof. Should the successful bidder fail to execute and deliver the contract as provided for in Article 12, including a satisfactory performance bond and payment bond within 20 calendar days after the bid has been accepted by the Owner, then the contract award made to such bidder may be considered canceled and the bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Award.

#### **Article 5. Execution of Bid Bond**

Should the bidder elect to utilize a bid bond as described in Article 4 in order to satisfy the bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on Oregon University System forms, which will be provided to all prospective bidders by the Owner.
- B. The bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the

corporation followed by such person's official capacity, such as president, etc. This signature shall be attested by the secretary or assistant secretary of the corporation. The corporation seal should then be affixed to the bond.

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

#### **Article 6. Execution of the Bid Form**

Each bid shall be made in accordance with the sample Bid Form accompanying these instructions; the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; 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 7. 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 8. Submission of Bid**



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 9. 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.

To allow sufficient time for bidders to comply with any permitted Affirmative Action requirements of the Oregon State Board of Higher Education, when specified for that purpose the bid opening shall be 24 hours after the time of bid closing.

~~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.~~

Bids will not be opened and read publicly at the time of submission. Bids will be reviewed internally by the Owner and results will be issued to the bidding Contractors

### **Article 10. 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. Following award of the contract the bid security of the three lowest bidders may be held 20 calendar days pending execution of the contract. All other bids will be rejected and bid security will be

returned.

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 and request the return of the bid security.

### **Article 11. 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 10 for award and execution, except as provided for in that Article.

### **Article 12. 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 13. Recyclable Products**

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

**OREGON UNIVERSITY SYSTEM**  
**STANDARD PUBLIC IMPROVEMENT CONTRACT**  
**BID FORM**

OUS CAMPUS:       The University of Oregon

PROJECT:            UO Annex Roof Replacement

BID CLOSING:        May 18th, 2012 at 3 PM

BID OPENING:        \_\_\_\_\_

FROM: \_\_\_\_\_  
*Name of Contractor*

TO:   Oregon State Board of Higher Education  
*(campus or office name and address)*  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_ d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

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

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

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

- |  |                            |
|--|----------------------------|
| • Advertisement for Bids               | • Instructions to Bidders  |
| • Supplemental Instructions to Bidders | • OUS General Conditions   |
| • Supplemental General Conditions      | • Prevailing Wage Rates    |
| • Payroll and Certified Statement Form | • Plans and Specifications |

- Drawings and Details
- ADDENDA numbered \_\_\_\_ through\_\_\_\_, inclusive (*fill in blanks*)

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

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Contractor's Project Manager for this project is: \_\_\_\_\_,  
Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_.

10. 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)

\_\_\_\_\_  
Attested: Secretary of Corporation

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

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

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

**To The**

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

**Project Name: UO Annex Roof Replacement**

**The following modify the Oregon University System “General Conditions for Public Improvement Contracts”, February 1, 2011, (OUS General Conditions) for this Contract. Where a portion of the OUS General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.**

**RESERVED**

# 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.

**CHANGE ORDER**, 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.

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

**CONTRACT DOCUMENTS**, means the Solicitation Document and addenda thereto, Instructions to 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 .

**CONTRACT PERIOD**, 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.

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

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

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

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

**DIRECT COSTS**, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; 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.

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

**PUNCHLIST**, 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.

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

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

**SUBSTITUTIONS**, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner'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;
- (l) 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 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE**

- 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 CONTRACTOR'S MEANS AND METHODS;  
MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

**B.3 MATERIALS AND WORKMANSHIP**

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner'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

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 COMPLIANCE WITH GOVERNMENT  
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 of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
  - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by 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 SEVERABILITY**

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

#### **B.9 ACCESS TO RECORDS**

- B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, 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 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner'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 sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.

- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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

- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order or Construction Change Directive has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner'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 files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

### **C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor 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)

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 twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

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

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

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

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

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner'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 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 recordings, 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 two-thirds 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 RETAINAGE**

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 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

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

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) Days after the 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 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner'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 of 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 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects), the Contractor shall furnish and

maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. 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, 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 Administrator 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 Administrator 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.3.4.3 "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 will be acceptable in lieu of "tail" 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 non-admitted 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 self-insurance 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 thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

## **I.2 WARRANTY WORK**

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

I.2.2 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

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 O & 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.

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.

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**

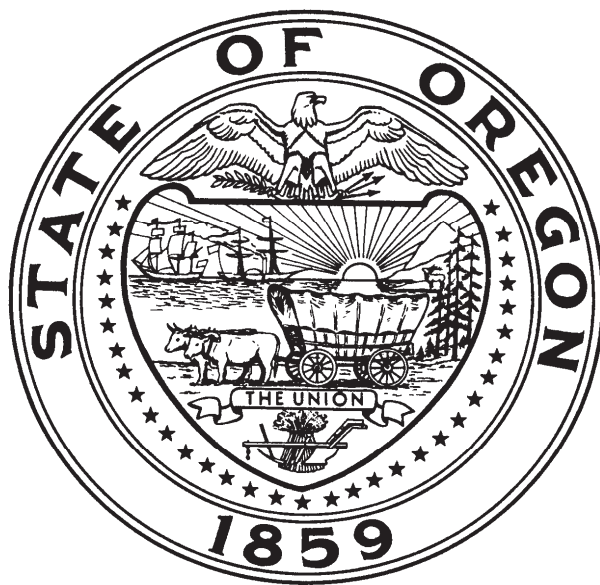
The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from 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**

# 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](http://egov.oregon.gov/BOLI/WHD/PWR/PWR_Jan2012_Index.shtml)

**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 Owner-contracted 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](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: \_\_\_\_\_

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

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

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

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

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

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



## SECTION 01 1000

### SUMMARY

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

##### 1.02 WORK COVERED BY THE PROJECT MANUAL AND DRAWINGS

- A. Work covered by the Project Manual and Drawings consists of: Re-Roofing all areas of Bowerman Hall on the University of Oregon Campus.

##### 1.03 WORK RESTRICTIONS

- A. The contract price shall include all costs, fees and time directly and indirectly associated with access and limitations to traffic routes, delivery, storage and loading areas, and include costs for traffic planning and control, after hours and premium time and off-site storage necessary or resulting from Contract requirements and restrictions.

##### 1.04 SCHEDULING OF WORK

- A. Work shall be performed between 7-2-2012 and 9-1-2012.
- B. Submit to the Owner for approval, a schedule for the Work to be performed; schedule shall include, when the Work is to begin, and estimated duration of the Work. Schedule to be provided to Owner at the pre-construction meeting.
- C. Weekly schedule updates are required at each weekly progress meeting.

##### 1.05 CONTRACTOR USE OF PREMISES

- A. Contractor shall limit use of the premises for Work and storage to allow for:
  - 1. Owner occupancy, day and night.
  - 2. Public use, day and night.
  - 3. Security.
  - 4. Safe entry and exit for vehicles and pedestrians.
  - 5. If scaffolding is employed, all entries shall remain clear and accessible at all times.
  - 6. All entries shall be provided with overhead protection.
- B. Coordinate all operations with the Owner's Representative during the construction period.
- C. Access through the interior of the building shall be coordinated with the Owner's Representative during the construction period.
- D. The Contractor will be issued two (2) hang-tag, non-designated parking permits valid for the scheduled duration of the project. The Contractor is responsible for all other parking. Additional parking permits may be obtained through the Department of Public Safety subject to the regulations outlined in the University of Oregon Parking Rules and Regulations, 4th Edition.
- E. Any costs, directly or indirectly incurred by the Contractor and related to the availability of parking permits are the responsibility of the Contractor. Any disputes or claims related to parking are subject to the appeals process of the Department of Public Safety.

##### 1.06 PROTECTIONS

- A. Protect sidewalks, asphalt paving, concrete, trees, shrubs, and lawn areas at all times from spillage of materials used in carrying out the Work. When moving vehicles or equipment, Contractors are to place one wheel of vehicle on the centerline of the sidewalk, and one wheel on minimum 1" thick plywood planking laid along side the walkway. Contractor to provide plywood protection over all lawn or planting areas used for vehicle access or Contractor equipment. Photographs will be taken before and after specified Work, to insure proper maintenance of University grounds by the Contractor. Prevent materials from clogging catch basins and yard drains; maintain drains clean and in proper working conditions.

- B. If, during the course of demolition Work, the Contractor observes or suspects the existence of asbestos in areas of the structure or components of the building, not noted in drawings or Hazardous Materials Survey, the Contractor shall immediately stop Work in the immediate area and notify the Owner, who will, under separate contract, remove or encapsulate the asbestos. The contractor will be required to schedule ten (10) days of slack or "down" time for the removal of asbestos, without penalty to the Owner, for the delay of Contract.
- C. Care shall be used to prevent asphalt, adhesives and other materials from getting on eaves, terra-cotta, and stone work, any painted or stained surfaces, brick walls, sidewalks, lawns, shrubs, etc., and the Contractor shall be responsible for the cleaning of any such accidents.
- D. Clean, repair, resurface, or restore existing surfaces to their original, or better, condition, or completely replace such surfaces to match existing, where damaged by construction operations.
- E. The Contractor shall be responsible for and held liable for any and all damages caused by the Contractor's negligence in protecting existing buildings, adjacent roof areas, sidewalks, paving, concrete, shrubs, lawn areas, trees, equipment, interiors, and contents.
- F. The Owner will not be responsible for protection of materials or equipment from vandalism or theft. Security is the responsibility of the Contractor.
- G. The Contractor will verify that all rain drains and gutters in the construction areas are in working order and notify the Owner's Representative, in writing, of any rain drains that are plugged prior to the start of Work. Start of Work will be considered as acknowledgement that all drains are clear and in good working order.
- H. Debris shall not be allowed to remain around the buildings during performance of Work, but shall be disposed of as rapidly as it accumulates. Debris shall be removed from the rooftop on a daily basis. On completion of Work, the buildings and grounds shall be left in a condition that is equal or better than the original condition. In case of failure to do so, the Owner may remove rubbish and charge the cost to the Contractor.
- I. The Contractor shall manage a safe job environment for both the safety of all the people around the Work site as well as the safety of the Owner's and general public's property.
- J. Do not store materials where they will interfere with operations of the Owner. Storage areas must be approved by the Owner's Representative prior to the start of the project.
- K. Do not walk over existing roof surfaces adjacent to the Work without first protecting same from damage. Protection shall be accomplished by means of firtex panels or approved protection boards as required to keep traffic and other construction activities off these roof areas. Adjacent roof areas are fragile.
- L. Contractor is responsible for releases of hazardous materials from equipment, power tools, and vehicles brought on site. Contractor agrees to have resources and capability to monitor, contain, and clean up such releases, including, but not limited to, gasoline, diesel, hydraulic fluid, and oil. Contractor agrees to notify Owner if these or other materials are released at the site.

#### **1.07 OWNER OCCUPANCY**

- A. The Owner will occupy the premises during the entire period of construction for the conduct of normal operations. Cooperate with Owner's Project Manager to minimize schedule conflicts and to facilitate the Owner's usage especially in the following areas:
  - 1. Restricted access and parking.
  - 2. Use of elevators and stairs.
  - 3. Temporary storage space availability.
- B. Conduct operations in such a way to ensure the least inconvenience to the general public, including:
  - 1. Limitations and easements.
  - 2. Emergency Vehicle access.
  - 3. Building access to the public, day and night.
  - 4. No smoking is allowed in or on University buildings.

#### **1.08 LOCATION AND COSTS FOR TEMPORARY UTILITIES**

- A. Electrical service for the project limited to 20 amp 120 v circuits will be paid for by the Owner. Connection to the service shall be the responsibility of the Contractor, with the Owner's approval. Coordinate with the Owner's Representative.
- B. Water service for the project will be paid for by the Owner. Connection to the service shall be the responsibility of the Contractor, with the Owner's approval. Coordinate with the Owner's Representative.
- C. The workers may use the Owner's restroom facilities (Verify with UO).
- D. Do not interrupt any existing service. Five working days prior request and approval from the Owner's Representative will enable the Owner to shut down any utility required by the Work. Contractor employees shall not shut down utilities.

#### **1.09 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid conflict with the Work and conditions at the Site.
- B. Deliver products in undamaged condition in Manufacturer's original containers or packaging with identifying labels intact and legible. Provide copy of identification labels & delivery receipts to Owner
- C. Inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### **1.10 STORAGE**

- A. Materials shall be stored off site to insure the preservation of their quality and delivered to the job as needed.
- B. Temporary construction storage areas shall be limited to the areas designated by the Owner's Representative and are intended to allow for daily access of materials and equipment only. Security shall be the responsibility of the Contractor.
- C. Public safety at temporary storage and access areas shall be the responsibility of the Contractor. Provide temporary means to limit access and ensure safety as required.
- D. Interior Storage:
  - 1. Store with seals and labels intact and legible in weather tight enclosure when subject to damage by the elements.
  - 2. Maintain required temperature and humidity ranges.
- E. Exterior Storage: Store fabricated products above the ground on blocking or skids to prevent soiling or staining. Cover products with impervious breathable sheet coverings when they are subject to deterioration by the elements; provide adequate ventilation to avoid condensation.
- F. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

#### **1.11 SALVAGE**

- A. All materials to be removed shall become the property of the Contractor. Items specifically defined as "Salvage to Owner" shall be delivered to a campus location as directed by the Owner's Project Manager.

#### **1.12 PRECONSTRUCTION CONFERENCE**

- A. A pre-construction conference shall predate the start of Work and shall include in the agenda: contract mangement, work schedule, daily reports, recycling, emergency phone numbers, traffic control, parking, hazardous material, storage areas, and other subjects of interest desired by the Contractor, the Owner's Representative, the Manufacturer's Representative, and other participants.

### **1.13 PERMITS**

- A. The Owner shall pay for plan check and permit fees. The contractor shall pick up all necessary permits, schedule inspections, and finalize acceptance. The Contractor shall procure and pay for all other required permits, licenses, and inspections for the construction of the Work, including temporary obstructions, enclosures, opening of streets for pipes, walls, etc., as mentioned in the Specifications. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the Work or caused by obstructing streets, or sidewalks or otherwise and shall give all requisite notices to public authorities. Permit drawings and specifications are to be returned to the Owner's Representative at the completion of the Project.

### **1.14 RESIDENT PROJECT OBSERVER**

- A. The Owner's project manager will provide on site observation during construction.

### **1.15 DAILY REPORTS**

- A. The Contractor shall maintain a written daily record of the project. Each daily report shall contain at minimum the name of the Project, date of the report, the number of the Contractor's employees and their major activities, and a list of Subcontractors on site and their major activities. Copies of the reports for a specific period shall be submitted with the pay request for the same period.

### **1.16 GUARANTEE**

- A. Materials and workmanship shall be guaranteed for a minimum of a one-year period or as specified in individual specification sections, whichever is longer, after Final Acceptance by the Owner. Contractor shall repair any failures due to inferior workmanship and/or material, without additional expense to the Owner. Contractor shall promptly repair any damage to existing materials, surfaces or equipment caused during execution of Work.
- B. Materials, products or systems provided with guarantees longer than one year shall remain valid, and not be diminished by the requirements of this section.

## **PART 2 PRODUCTS**

### **2.01 REUSE OF EXISTING MATERIALS**

- A. Except as specifically indicated or specified, materials and equipment removed from existing construction shall not be used in the completed Work.
- B. For material and equipment specifically indicated or specified to be reused in the Work:
  - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
  - 2. Arrange for transportation, storage, and handling of products which require off site storage, restoration or renovation. Pay all costs for such Work.

### **2.02 MATERIALS AND EQUIPMENT**

- A. Unless otherwise specified, all materials and equipment shall be new, free from defects impairing strength, durability and appearance, and of current Manufacturer. Items specified shall be considered minimum as to quality, function, capacity, and suitability for application intended.
- B. Items incorporated into the Work shall conform to applicable specifications and standards designated, and shall be of size, make, type, and quality specified, unless otherwise approved.

### **2.03 MANUFACTURED AND FABRICATED PRODUCTS**

- A. Design, fabricate, and assemble in accordance with current best engineering, industry, and shop practices. Manufacture like parts of duplicate units to standard sizes and gauges to make them interchangeable.
- B. Two or more items of the same kind shall be identical and made by the same Manufacturer.

### **2.04 FIRE SUPPRESSION EQUIPMENT**

- A. Open flames are not permitted on site.

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

## **2.05 RECYCLING**

- A. The Contractor is required to consider the recycling of materials and to employ recycling and waste reduction when practically possible.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Inspect existing conditions, project requirements and the Contract Documents. Verify that materials and equipment being furnished meet requirements specified.

### **3.02 MATERIAL HANDLING**

- A. If, in the opinion of the Contractor, cranes, hoists, towers, or other lifting devices are necessary for the proper and efficient movement of materials, comply with these requirements:
  - 1. Use only experienced personnel.
  - 2. Remove equipment as soon as possible after task is ended.
  - 3. Coordinate the placement of such equipment with the Owner's Representative to insure that utility tunnels, utilities, and surfaces are not damaged.
  - 4. Obtain required permits and meet the requirements of governing authorities regarding street and sidewalk closures, safety, noise, and other applicable regulations.
- B. Contractor shall not allow any material or debris to free-fall from the roof.
- C. Debris shall be removed from the roof in containers or closed chutes or hoses to containers on the ground.
- D. Chutes or conveyors may be approved upon inspection by the Owner, however their use may be denied if they are unstable or if excessive dust and debris blows out from them.

### **3.03 ROOF DRAINAGE**

- A. Cover all leader boxes, roof drains, etc. to prevent materials and debris from clogging interior drains and downspouts. Open only as weather conditions dictate and at completion of job. Do not flush materials down drains.
- B. All drains shall be maintained in a clean and proper working condition.

### **3.04 NOTIFICATION**

- A. If roofing substrate is found to be defective, the Contractor shall notify the Architect in writing of areas not approved for reroofing.

### **3.05 WORKMANSHIP**

- A. Unless otherwise specified, perform the Work using workers skilled in the particular type of Work involved.
- B. Should the Owner or Architect, in writing, deem anyone on the Work incompetent or unfit for the assigned duties, dismiss the worker immediately or reassign him or her to a different task to which their competence is more suited.
- C. Workmanship shall be first class in every respect and all Work performed shall be according to the best trade practices.
- D. The Contractor shall maintain effective supervision on the project at all times Work is being performed. The Superintendent shall be the same person throughout the course of the project and shall attend the preconstruction conference.

### **3.06 MAINTENANCE**

- A. Keep facilities well maintained.

### **3.07 TEMPORARY FACILITIES**

- A. Relocate temporary facilities as required as the Work progresses and remove at completion of Work. Restore disturbed areas to a condition equal or better than original condition.

### **3.08 TESTING**

- A. The Owner reserves the right to perform any testing as may be required to determine compliance with the Project Manual and Drawings. The Contractor will coordinate such testing as required in the Project Manual and Drawings with an Independent Testing Laboratory. Costs for such testing will be the Owner's responsibility unless testing indicates noncompliance. Costs for such testing indicating noncompliance shall be borne by the Contractor. Non-complying Work shall be corrected and testing will be repeated until the Work complies with the Project Manual and Drawings. Contractor will pay costs for retesting non-complying work.
- B. The Contractor shall cooperate in every respect with the activities of the testing agency.

**END OF SECTION**

**SECTION 01 2600**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DEFINITIONS**

- A. Request for Information (RFI): A written request from Contractor for an interpretation of Contract Documents. May be issued on Contractor's choice of forms. Architect will respond in writing as required.
- B. Proposal Request (PR): A request from Architect to Contractor for changes to Contract Price and/or Contract Period for proposed changes to the Work.
- C. Supplementary Instructions (SI): A written order, instruction, or interpretation to Contractor, executed on AIA Form G710, or other similar form designated by Architect, and signed by Architect, which authorizes minor changes in Work not altering Contract Price and/or Contract Period.
- D. Construction Change Directive (CCD): A written order to Contractor, executed on AIA Form G714 and signed by Owner and Architect, which amends Contract Documents as described, and authorizes and requires Contractor to proceed with change affecting Contract Price and/or Contract Period, and for inclusion in subsequent Change Order.
- E. Change Order: See General Conditions.

**1.03 OWNER OR ARCHITECT INITIATED CHANGES**

- A. Proposal requests will include:
  - 1. Detailed description of change, including change location and products.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. When appropriate, projected time span for making change, and specific statement as to whether or not overtime Work is authorized.
  - 4. When appropriate, specific time period during which requested price will be considered valid.
- B. Such request is for information only, and is not an instruction or authorization to execute the change or an order to stop Work in Progress.
- C. The Architect may issue an Architect's Supplemental Instruction for issues not requiring an adjustment in Contract Price or time.

**1.04 CONTRACTOR INITIATED CHANGES**

- A. Change Proposals shall include:
  - 1. Description of proposed change.
  - 2. Statement of reason for making change.
  - 3. Statement of effect upon Contract Price and Contract Period.
  - 4. Statement of effect upon Work of other Contractors.
  - 5. Statement of effect upon Work by Owner.
  - 6. Documentation supporting any change to Contract Price and/or Contract Period.

**1.05 CONSTRUCTION CHANGE DIRECTIVE**

- A. Contractor to proceed with change in Work for subsequent inclusion in future Change Order.
- B. Directive will describe Work changes with attachments of revised Contract Documents and the Contractor's proposal defining details of change, and designating any changes in Contract Price and/or Contract Period.
- C. Owner and Architect will sign and date Construction Change Directive as authorization for Contractor to proceed with changes.

- D. Contractor shall, if Contractor concurs, sign and date Construction Change Directive to indicate agreement with specified terms.

#### **1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS**

- A. Provide supporting documentation for the dollar value of each Proposal with sufficient substantiating data to allow Architect to evaluate proposal.
- B. When requested by Architect, submit the following Cost and Time data:
  - 1. Labor required.
  - 2. Equipment required.
  - 3. Products required: Quantity required, Purchase source, Unit cost.
  - 4. Taxes, Insurance and Bonds.
  - 5. Credit for deleted Work similarly documented.
  - 6. Overhead and Profit.
  - 7. Amount of and justification for any change in Contract Period.
- C. Support each claim for additional cost, and for Work done on time-and-material/force account basis with documentation as required for lump-sum proposal, plus the following information:
  - 1. Name of Owner's authorized agent who ordered Work, and date of order.
  - 2. Dates and times of Work performed, and by whom.
  - 3. Time records, including summary of hours worked, and hourly rates paid.
  - 4. Receipts and invoices for the following: Equipment used, including dates and time of use; Products used, including quantities; Subcontracts.
- D. Notify Architect before proceeding with any Time & Material/Force Account Work. Obtain Architect's signature certifying the Time Sheets and Materials are accurate.

#### **1.07 PREPARATION OF CHANGE ORDERS**

- A. Change Order will adjust Contract Price and/or Contract Period and may include more than one contract adjustment per Change Order.

#### **1.08 LUMP-SUM/FIXED PRICE CHANGE ORDERS**

- A. Change Order contents will be based on, either:
  - 1. Architect's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
  - 2. Contractor's Change Proposal as recommended by Architect, and as mutually agreed between Owner and Contractor.
- B. Owner and Contractor will sign and date Change Order as authorization for Contractor to proceed with Changes.

#### **1.09 TIME AND MATERIAL AND FORCE ACCOUNT (COST REIMBURSEMENT) CHANGE ORDERS**

- A. Architect and Owner will issue Construction Change Directive directing Contractor to proceed with changes.
- B. At Change completion, Contractor shall submit itemized accounting of change with supporting data as specified above in "Documentation of Proposals and Claims."
- C. Architect will determine allowable cost of such Work, as provided in Contract General Conditions.
- D. Owner and Contractor will sign and date Change Order to indicate their agreement with specified terms.

#### **1.10 CORRELATION OF CHANGE ORDERS WITH CONTRACTOR'S OTHER SUBMITTALS**

- A. Revise Schedule of Values and subsequent Request for Payment Forms to record each Change Order as separate item of Work, and to record adjusted Contract Price.
- B. Revise Construction Schedule to reflect each change in Contract Period. Revise Subschedules to show changes for other items of Work affected by Changes.
- C. Upon completion of Change Order Work, record pertinent changes in Record Documents.



**PART 2 NOT USED**  
**PART 3 NOT USED**

**END OF SECTION**

**SECTION 01 3400**  
**SHOP DRAWINGS, PRODUCT DATA, SAMPLES**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. Submit to the Architect shop drawings, samples, and product data (such as Manufacturer's standard schematic drawings and other literature) when required by individual Specification sections.
- B. Related work specified elsewhere:
  - 1. Instructions to Bidders
  - 2. General Conditions of the Contract.

**1.03 QUALITY ASSURANCE**

- A. Process submittals in ample time for review, as applicable, so as to not delay the work. All submittals shall be received by the Architect within fourteen (14) days of the Award of Contract.

**1.04 DEFINITIONS**

- A. The Architect will mark reviewed materials as follows:
  - 1. "No Exception Taken" - which means fabrication, manufacture, and/or installation may proceed.
  - 2. "Make Revisions Noted" - which means fabrication, manufacture, and/or installation may proceed with revisions as noted.
  - 3. "Revise and Resubmit" - which means fabrication, manufacture, and/or installation may not proceed.
  - 4. "Rejected" - which means do not proceed. Make arrangements to re-review the proposed work with the Architect as soon as possible.

**PART 2 PRODUCTS**

**NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. Review submittals, make necessary corrections, and become familiar with the content of the submittals prior to turning the material over to the Architect. Mark each item with a stamp or by some other means to indicate that such is the case.
- B. Accompany submittals with a transmittal letter bearing the project name, Contractor's name, number of items, and other pertinent data.
- C. Mark or tag each submittal to show the date and the names of the project, Architect, Contractor, Origination Subcontractor, Manufacturer or Supplier, and Separate Detailer if pertinent. Also, identify the specification section where the particular item is specified in the project manual.
- D. Keep one copy of each reviewed item on the job site at all times.

**3.02 SPECIFIC REQUIREMENTS, SHOP DRAWINGS**

- A. Identify shop drawing details by reference to sheet and detail numbers shown on the Drawings.
- B. Unless otherwise specified in an individual section, submit three prints of each shop drawing.
  - 1. PDF submittal will be accepted in lieu of prints at Contractor's option unless otherwise noted.
- C. Be responsible for obtaining and distributing prints of shop drawings to the various suppliers, the Owner, and the Architect once approval is obtained. Make prints of revised shop drawings only from prints which carry the Architects appropriate stamp and endorsement.

### **3.03 SPECIFIC REQUIREMENTS, SAMPLES**

- A. Insure that samples are of sufficient size to indicate the general visual effect or color. Where samples must show a range of color, texture, finish, graining or other property, submit sets of pairs illustrating the full scope of this range.
- B. One (1) sample or one (1) set of approved samples will be retained by the Architect. Final work will be measured against approved samples.

### **3.04 SPECIFIC REQUIREMENTS, PRODUCT DATA**

- A. Modify standard product data to delete information which is not applicable to this project. Supply additional data, if required, to show clearly what is intended.
- B. Modify Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data to show the specific product application intended for the project.
- C. Unless otherwise specified in an individual Specification Section, submit four (4) copies of each submittal item.

**END OF SECTION**

**SECTION 01 4219**  
**REFERENCE STANDARDS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 QUALITY ASSURANCE**

- A. For products or 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. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

**END OF SECTION**

**SECTION 01 7000**  
**EXECUTION REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 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.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

**1.03 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. 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.
- D. Coordinate completion and clean-up of work of separate sections.
- E. 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 2600.

**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.
- 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.
- 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. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

- H. Do not begin new construction in alterations areas before demolition is complete.
- I. 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. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- 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. 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. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.08 FINAL CLEANING**

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

- B. Clean debris from roofs, gutters, downspouts, and drainage systems.
- C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

**END OF SECTION**



**SECTION 01 7700  
CONTRACT CLOSEOUT**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. The requirements specified in this section relate to all Contractors individually performing under these Contract Documents:
  - 1. Project Record Documents.
  - 2. Final Review and Payment.
- B. Related work specified elsewhere:
  - 1. General Conditions.
  - 2. Section 01 3400, Shop Drawings, Product Data, Samples.

**1.03 PROJECT RECORD DOCUMENTS**

- A. Three complete sets of Project Record Documents must be submitted within two weeks after substantial completion. Final Payment, Final Acceptance, and Authorization for Final Payment will not be approved until Record Documents have been approved and delivered to the Owner. All related administrative cost accrued beyond this 2 week limit will be transferred to the Contractor.
- B. The Project Record Documents shall be organized to include the following information:
  - 1. Table of Contents
  - 2. Project Team List
  - 3. Specifications
  - 4. Drawings (marked up prints showing as-built conditions)
  - 5. Inspection Reports, as applicable
  - 6. Daily Reports
  - 7. Recycling Report
  - 8. Warranty(ies) applicable
  - 9. Building Department's Certificate of Final Inspection
  - 10. Maintenance Instructions
  - 11. Building Permit Drawings indicating all inspections are complete. (1 copy only)
- C. The project record documents shall be bound in a black, hard cover, three ring binder with each Section clearly indexed with tabbed divider pages.
- D. The project team list shall include the company name, address, and phone number of the Owner, Architect, Contractor, Inspector, Subcontractors, and the Materials Manufacturers.
- E. Legibly mark each Specification section to indicate actual as-built conditions. The as built Specifications shall clearly indicate changes in the work made by Addenda or Change Order, actual materials used and actual Manufacturer(s) used.
- F. Legibly mark the drawings to indicate actual as built conditions. The drawings shall clearly indicate changes in the work made by Addenda or Change Order. Redraw or provide new drawings as required for a complete set of as built drawings.
- G. Include inspection reports, if applicable, and Architect's field reports, if applicable.
- H. Include a copy of the Warranty clearly marked to identify the Owner's responsibilities under the terms of the Warranty.
- I. Include maintenance instructions complete with technical information and name, address, and phone number of the Contractor(s) and Manufacturer(s) of each material and product.

#### **1.04 MANUFACTURER'S TECHNICAL SERVICES INSPECTION REPORT**

- A. After all work has been completed by the Contractor, if required by individual specification sections, technical service representatives of certain Manufacturers of materials shall inspect the installation of those materials and give final approval in writing.

#### **1.05 FINAL REVIEW AND PAYMENT**

- A. Prior to completion, the Contractor shall inspect the work and make a "punch list" noting all items that are incomplete and/or incorrect.
- B. The Contractor shall notify all subcontractors in writing of incomplete and/or incorrect items. Notify far enough in advance of the Completion Date that the work can be completed on schedule. Said work shall be immediately corrected.
- C. Should conditions prevail which prohibit some elements of the work from being accomplished, but the work in place will perform the primary function, the Contractor shall record the reason with this "punch list" item requesting temporary delay in completion from the Architect in writing.
- D. Notify the Architect in writing that all items are completed and ready for final review or else that the work product is fully useable, but some listed deficiencies remain to be completed. Submit all Record Documents at this time.
- E. The Architect will review all documents. When the documents include a Contractor's request for delay in completion, the Architect will review all work which is certified as complete to the best knowledge of the Contractor. The Architect will also review the listed incomplete work and assign a value to such uncompleted work.
- F. The Architect will review the work for conformance. If the work is found to be in nonconformance, the Architect will notify the Owner of the nonconforming items. Nonconforming items not affecting the weather protection capabilities of the roof and having no effect on the Roofing Manufacturer's Warranty will enable the Architect to recommend Owner "Occupancy", which indicates completed work elements will be accepted but requiring retainage of monies and a Contract Change Order to ensure the Contractor will complete all work by a specific date as stated on the Change Order.
- G. The Contractor shall make the required corrections to the work expeditiously. Upon Owner Occupancy, sufficient retainage monies will be held to pay for uncompleted work, should the contractor fail to perform. A letter will be addressed to the Contractor informing the Contractor of the project status and the monies available for a semi-final payment upon receipt of billing. The Contractor may be back-charged for reviews of the work that are requested, but discovered to be in nonconformance.
- H. The contractor has two (2) weeks from issue of the Punch List to make all required corrections. All related administrative cost accrued beyond the two (2) week limit will be transferred to the contractor.
- I. When Contract closeout procedures are completed and all punch list items have been corrected, final acceptance by the Owner will be documented. The Contractor will receive written notice of acceptance of the Work and notification that final payment may be billed and released.
- J. Upon Contractor's receipt of final acceptance by the Owner, the Contractor shall have two (2) weeks within which to present a final billing to the Owner. All related administrative cost accrued beyond the two (2) week limit will be transferred to the contractor.
- K. All guarantees shall commence and become effective beginning on the date of Final Acceptance by the Owner.

#### **PART 2 PRODUCTS**

#### **PART 3 EXECUTION**

**END OF SECTION**

**SECTION 02 4100  
DEMOLITION**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 SECTION INCLUDES**

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

**1.03 JOB CONDITIONS**

- A. Existing Utilities:
  - 1. Maintain existing utilities; keep in service and protect against damage during demolition operations.
  - 2. Do not interrupt existing utilities servicing facilities outside the work area unless otherwise authorized in writing by the Owner. Provide temporary services during interruptions to existing utilities as acceptable to the Owner.

**PART 2 PRODUCTS -- NOT USED**

**PART 3 EXECUTION**

**3.01 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.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

**3.02 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- D. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

### **3.03 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.

**END OF SECTION**

**SECTION 06 1000**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 SECTION INCLUDES**

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.
- D. Concealed wood blocking, nailers, and supports.

**1.03 REFERENCE STANDARDS**

- A. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- B. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- C. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

**2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Stainless steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

**2.04 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
  2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft (4.0 kg/cu m) retention.
    - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
    - b. Treat lumber in contact with roofing, flashing, or waterproofing.
    - c. Treat lumber in contact with masonry or concrete.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

#### **3.02 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

#### **3.03 ROOF-RELATED CARPENTRY**

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at all roof openings except where specifically indicated otherwise. Form corners by alternating lapping side members.

**END OF SECTION**

**SECTION 07 3113**  
**ASPHALT SHINGLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Asphalt shingle roofing.
- B. Flexible sheet membranes for eave protection, underlayment, and valley protection.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 6000 Flashing and Sheet Metal.

**1.03 REFERENCE STANDARDS**

- A. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2009.
- B. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2009.
- C. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007.
- D. NRCA MS104 - The NRCA Steep Roofing Manual; National Roofing Contractors Association; 2001, Fifth Edition, with interim updates.
- E. UL (RMSD) - Roofing Materials and Systems Directory; Underwriters Laboratories Inc.; current edition.

**1.04 SUBMITTALS**

- A. Product Data: Provide data indicating material characteristics.
- B. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern ; for color selection.
- C. Manufacturer's Instructions: Indicate installation criteria and procedures.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Shingles: 500 sq ft (46.5 sq m) of each type and color.

**1.05 QUALITY ASSURANCE**

- A. Perform Work in accordance with the recommendations of NRCA Steep Roofing Manual.
- B. Products Required to Comply with Fire Resistance Criteria: UL listed and labeled.

**1.06 FIELD CONDITIONS**

- A. Do not install shingles or eave protection membrane when surface temperatures are below 45 degrees F (7 degrees C).

**PART 2 PRODUCTS**

**2.01 SHINGLES**

- A. Manufacturers:
  - 1. Atlas Roofing Corporation; StormMaster Shake: [www.atlasroofing.com](http://www.atlasroofing.com).
    - a. Color:Pewter
  - 2. GAF Materials Corporation; Timberline Ultra HD: [www.gaf.com](http://www.gaf.com).
    - a. Color: Slate
  - 3. Owens Corning Corp; Product TruDefinition Duration STORM: [www.owenscorning.com](http://www.owenscorning.com).
    - a. Color: Estate Gray
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

**2.02 SHEET MATERIALS**

- A. Eave Protection Membrane: Self-adhering polymer-modified asphalt sheet complying with ASTM D1970; 40 mil (1 mm) total thickness; with strippable treated release paper and polyethylene sheet top surface.

- B. Underlayment: Asphalt-saturated organic roofing felt, unperforated, complying with ASTM D226 , Type II ("No.30").
- C. Flexible Flashing: Self-adhering polymer-modified asphalt sheet complying with ASTM D1970; 40 mil (1 mm) total thickness; with strippable treated release paper and polyethylene sheet top surface.

### **2.03 ACCESSORIES**

- A. Nails: Standard round wire shingle type, of hot-dipped zinc coated steel, 12 gage, 0.105 inch (2.67 mm) shank diameter, 3/8 inch (9.5 mm) head diameter, of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into roof sheathing or decking.
- B. Plastic Cement: ASTM D4586, asphalt roof cement.
- C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents .

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions prior to beginning work.
- B. Verify that deck is of sufficient thickness to accept fasteners.
- C. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- D. Verify roof openings are correctly framed.
- E. Verify deck surfaces are dry, free of ridges, warps, or voids.

### **3.02 PREPARATION**

- A. Seal roof deck joints wider than 1/16 inch (1.5 mm) with deck tape.
- B. At areas where eave protection membrane is to be adhered to substrate, fill knot holes and surface cracks with latex filler.
- C. Broom clean deck surfaces before installing underlayment or eave protection.
- D. Install eave edge flashings tight with fascia boards. Weather lap joints 2 inches (50 mm) and seal with plastic cement. Secure flange with nails spaced \_\_\_\_ inches (\_\_\_\_ mm) on center.

### **3.03 INSTALLATION - EAVE PROTECTION MEMBRANE**

- A. Install eave protection membrane from eave edge to minimum 4 ft (1 200 mm) up-slope beyond interior face of exterior wall.
- B. Install eave protection membrane in accordance with manufacturer's instructions.

### **3.04 INSTALLATION - UNDERLAYMENT**

- A. At Roof Slopes Up to 4:12 : (At Roof Slopes Up to 1:3 :) Install two layers of underlayment over area not protected by eave protection, with ends and edges weather lapped minimum 4 inches (100 mm). Stagger end laps of each consecutive layer. Nail in place.
- B. At Roof Slopes Greater Than 4:12 (1:3) : Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 4 inches (100 mm). Stagger end laps of each consecutive layer. Nail in place. Weather lap minimum 4 inches (100 mm) over eave protection.
- C. Items projecting through or mounted on roof: Weather lap and seal watertight with plastic cement.

### **3.05 INSTALLATION - VALLEY PROTECTION**

### **3.06 INSTALLATION - METAL FLASHING AND ACCESSORIES**

- A. Install flashings in accordance with NRCA requirements.
- B. Weather lap joints minimum 2 inches (50 mm) and seal weather tight with plastic cement.



- C. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.

### **3.07 INSTALLATION - SHINGLES**

- A. Install shingles in accordance with manufacturer's instructions.
  - 1. Fasten individual shingles using 2 nails per shingle, or as required by code, whichever is greater.
  - 2. Fasten strip shingles using 4 nails per strip, or as required by code, whichever is greater.
- B. Place shingles in straight coursing pattern with 5 inch (125 mm) weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
- C. Project first course of shingles 3/4 inch (19 mm) beyond fascia boards.
- D. Extend shingles 1/2 inch (13 mm) beyond face of gable edge fascia boards.
- E. Extend shingles on one slope across valley and fasten. Trim shingles from other slope 2 inches (50 mm) from valley center line to achieve closed cut valley, concealing the valley protection.
- F. Cap hips with individual shingles, maintaining 5 inch (125 mm) weather exposure. Place to avoid exposed nails.
- G. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counterflashings.
- H. Complete installation to provide weather tight service.

### **3.08 PROTECTION**

- A. Do not permit traffic over finished roof surface.

**END OF SECTION**

## SECTION 07 5300

### SINGLE PLY MEMBRANE ROOFING - FULLY ADHERED

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

##### 1.02 DESCRIPTION

- A. Provide new fully adhered single ply roofing system as shown on the drawings and specified herein.

##### 1.03 RELATED SECTIONS

- A. Section 06 1000 - Carpentry
- B. Section 07 6000 - Sheet Metal Flashings

##### 1.04 QUALITY ASSURANCE

- A. Qualifications:
  - 1. All products shall be provided by or approved by the manufacturer for the entire roof assembly.
  - 2. The applicator shall be approved by and certified in writing by the roofing manufacturer prior to the date of these contract documents.
  - 3. The applicator shall have been in continuous business under the same name for the past three (3) years.
- B. Standards:
  - 1. A Class A tested and listed rating by Underwriters Laboratories (or another testing laboratory approved by local and state agencies), when installed on the indicated substrate for the roof slopes and application shown. Provide documentation.
  - 2. Perform work in accordance with NRCA Roofing and Waterproofing Manual.
  - 3. Factory Mutual I90 for wind uplift and fastening.
- C. Field Quality Control:
  - 1. A technical representative of the materials Manufacturer shall periodically observe the work in progress. The representative, as a minimum, shall be present to observe the deck preparation, general installation procedures and the final completion.
  - 2. The installer shall provide all personnel trained in the application of the materials and systems and shall maintain supervision as specified elsewhere.
  - 3. Notify the Owner at least twenty-four (24) hours prior to any roofing work.
- D. Warranty:
  - 1. The Contractor shall provide a written warranty guaranteeing all roofing and flashing against defects of workmanship and materials for a period of two (2) years from the date of Final Acceptance and shall maintain the re-roofed areas in watertight condition during this period. The warranty shall be delivered to the Owner prior to final acceptance of the Work.
  - 2. The roofing material Manufacturer shall provide a written twenty (20) year warranty signed by a corporate officer for an unlimited sum guaranty covering both installation and materials approved by the membrane Manufacturer. The warranty shall include approved substrates and related materials damaged due to failure of the membrane.
- E. Submittals:
  - 1. Comply with requirements in Division 1 of specifications.
  - 2. Shop Drawings including roof plan, location and type of penetrations, perimeter and penetration details, special details, layout of fasteners, and layout of seams.
  - 3. Manufacturer's published specifications for the proposed materials and systems.
  - 4. Evidence of UL approvals.
  - 5. Copy of proposed warranty.

### **1.05 JOB CONDITIONS**

- A. Do not work unless the temperature is 40° F (4.44° C) and rising unless otherwise approved by the Architect. Do no work during rainy weather or immediately thereafter until surfaces are sufficiently dry to receive new work.
- B. Do not allow smoking or use of any open flame device around or near cements and bonding adhesive containing petroleum distillates. Provide ample ventilation in confined areas during splicing operations.
- C. Refrain from roofing operations when the wind velocity is sufficiently high to lift the roofing membrane sheets and create a danger to workers.

### **1.06 PROTECTION**

- A. Provide tarps or plastic sheeting as required to adequately protect opened roofs and flashings and to prevent entrance of moisture or rain water into the existing structure until new materials have been applied and roof is in a watertight condition.
- B. Do not open up any more surface at one time than can be adequately covered and protected in the event of sudden, unexpected rainfall.
- C. Have necessary waterproof canvas or plastic sheeting on hand in case of emergency, Contractor will be held liable for any damage to building interior due to negligence.

### **1.07 REFERENCE STANDARDS**

- A. FM DS 1-28 - Wind Design; Factory Mutual Research Corporation; 2007.
- B. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.
- C. UL (RMSD) - Roofing Materials and Systems Directory; Underwriters Laboratories Inc.; current edition.

## **PART 2 PRODUCTS**

### **2.01 APPROVED MANUFACTURERS AND SYSTEMS**

- A. Approved manufacturers of adhered single ply membrane systems:
  - 1. Sarnafil, EnergySmart G410 Roof Membrane.
  - 2. IB Roof Systems, CPA Single-Ply Membrane.
  - 3. Johns Manville, SP8RA.
  - 4. Carlisle, Sure-Flex PVC Membrane.
  - 5. Substitutions per General Conditions.

### **2.02 SINGLE-PLY ROOF MEMBRANE**

- A. PVC (Polyvinylchloride) single-ply roof membrane, .080" thick (80 mils), with the elastic sheet in the largest sizes possible as determined by job conditions.

### **2.03 RELATED MATERIALS**

- A. PVC Flashing Materials:
  - 1. Flashing Membrane, .080" thick (80 mils) PVC membrane sheets.
  - 2. PVC-Clad 24 gauge galvanized steel laminated to 40 mils PVC membrane. Color to match roof membrane.
- B. Adhesives:
  - 1. Membrane Adhesive: as recommended by roofing manufacturer.
- C. Walk Treads: reinforced weldable membrane, 80 mils minimum thickness with textured non-skid surface, provided in 36" wide rolls.
- D. Fasteners shall be of type approved by the roofing Manufacturer for this installation, copper or stainless steel where in contact with copper flashings.
- E. Provide all required accessories including flashings, mastics, splicing cement and cleaners, water cut-offs, nailers, adhesives, sealants, preformed pipe flashings, and other materials

required for a complete and proper installation and in accordance with Manufacturer's published specifications and instructions.

- F. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of Division 6 section 06 1000.
- G. Cover Board: 1/4" thick, Dens-Deck Prime, glass-mat faced gypsum core panels, 4'x8', by Dens-Deck or approved equal.
- H. Insulation: Polyisocyanurate board. Thicknesses and taper indicated in drawings.
  - 1. Maximum board thickness: 2"

### **PART 3 EXECUTION**

#### **3.01 EXAMINATIONS**

- A. Bidders will be expected to make their own investigations as to the conditions that will be encountered in performing the work.

#### **3.02 PREPARATION**

- A. Where new roofing membrane and or flashing material can come into contact with existing asphalt material, remove such asphalt and prepare surfaces in accordance with Manufacturer's recommendations. Prepare surfaces to result in a smooth, even substrate.
- B. Substrate shall be clean and dry, smooth, free of fins, raised edges, sharp edges, protruding or loose nails and bolts and free of foreign materials.
- C. Prepare all surfaces and details in accordance with Manufacturer's printed instructions and the Contract Documents.
- D. Existing Flashing:
  - 1. Flashing to be demolished:
    - a. Remove and dispose of existing metal flashing where shown.
  - 2. Flashing to be removed and reused:
    - a. Carefully remove and store.
    - b. Flashing to be reinstalled in good condition. Seal joints and ensure flashing is watertight upon reinstallation.
    - c. Repair any damaged areas as necessary.
  - 3. Flashing to remain - Do not damage.
  - 4. Prepare substrate as required for installation of new materials. A smooth, clean surface shall be provided for new flashing materials.

#### **3.03 NOTIFICATION**

- A. Notify the Owner five (5) days prior to installation of roofing system. Substrate shall be observed by both the Owner's Representative and the Manufacturer. Materials applied without such prior observation shall be subject to removal at the Contractor's expense if so requested by the Owner's Representative.

#### **3.04 WORKMANSHIP**

- A. Work shall be performed by experienced roofers in type of roofing work specified. Contractor shall be fully aware of work involved and requirements under this Contract, and shall direct workers in the proper application of materials specified. Supervision shall be maintained by the same person throughout the entire course of installation of elastic sheet roofing and flashing materials.
- B. Work shall be performed in accordance with Manufacturer's directions and requirements specified herein.
- C. Finished work shall be free from wrinkles, creases, bubbles, fishmouths, and similar defects. Laps shall be fully sealed. Entire surface shall be watertight.

### **3.05 INSTALLATION**

- A. Attach insulation and cover board to deck staggering joints at each successive layer. Use adhesive attachment system per manufacturer's recommendation and as required for FM I-90, or as indicated on drawings and in compliance with FM I-90.
- B. Apply fully adhered membrane, perform splicing, perimeter nailing, flashing, attachment and other installation procedures according to Contract Documents, reviewed Shop Drawings, and Manufacturer's published instructions.
- C. See Section 07600, Sheet Metal Flashings, for installation of new metal flashings.
- D. See Section 06100, Carpentry, for installation of wood materials.

### **3.06 PROTECTION**

- A. Protect the roofing membrane and flashing systems from damage during application until final acceptance by the Owner. Repair damaged areas prior to final acceptance of work.
- B. Distribute equipment and materials over girders or beams adjacent to columns or bearing walls so as not to overload the structure.

### **3.07 CLEANUP**

- A. Remove masking, protection, equipment, tools, materials and debris from the Work and storage areas. Leave the Work undamaged, clean, and acceptable at Final Completion.

**END OF SECTION**

**SECTION 07 6000**  
**SHEET METAL FLASHING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. Provide all flashing and sheet metal as shown on drawings and as necessary for a complete and proper installation of the new roof. Remove and re-install, or repair existing flashing, sheet metal, and related accessories as shown on drawings.

**1.03 RELATED SECTIONS**

- A. Section 06 1000 - Rough Carpentry.
- B. Section 07 5300 - Single Ply Membrane Roofing - Fully Adhered.
- C. Section 07 9005 - Joint Sealers.

**1.04 REFERENCES**

- A. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- B. ASTM A792 - Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- C. ASTM B32 - Solder Metal.
- D. ASTM D4586 - Asphalt Roof Cement, Asbestos-Free.
- E. FS O-F-506 - Flux, Soldering, Paste and Liquid.
- F. SMACNA - Architectural Sheet Metal Manual.

**1.05 SUBMITTALS**

- A. Submit under provisions of Division 1 of these specifications.
- B. Shop Drawings: Indicate material, profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

**1.06 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA standard details and requirements.

**1.07 QUALIFICATIONS**

- A. Fabricator and Installer: Company specializing in sheet metal flashing work with three (3) years documented experience.

**1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Stack preformed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal to ensure drainage.
- B. Prevent contact with materials which may cause discoloration or staining.

**1.09 WARRANTY**

- A. Provide a three (3) year written warranty for materials and labor.

**PART 2 PRODUCTS**

**2.01 SHEET MATERIALS**

- A. Pre-coated galvanized steel: ASTM A525, G90 or Galvalume, 24-gauge, core steel, shop pre-coated with Kynar 500 fluorocarbon resin coating of selected color.
  - 1. Color: To match existing Dark Brown/Bronze flashing.
- B. Stainless Steel: ASTM A167, Type 304, dead soft temper, 26 gauge; No. 2D finish.

## **2.02 COPPER MATERIALS**

- A. Copper Sheet Metal: ASTM B370, cold rolled 16 oz/sq ft (0.5 mm) thick; natural finish.
- B. Nails: Large flat heads, (annular ring optional) minimum No. 12 gauge, minimum 7/8" long cold formed from any of the following:
  - 1. Alloy 110 copper, Alloy 230 brass, Alloy 510 Phosphor Bronze-A, Alloy 521 Phosphor Bronze-C, Alloy 524 Phosphor Bronze-D, Alloy 651 Everdur.
- C. Screws, bolts, other fasteners, and accessories all in copper metal or alloys listed for nails in sizes as required for a complete and proper installation.
- D. Cleats: Minimum 2 inches wide x sufficient length to provide 1/2" interlock with seam or fold over nail heads at other end; cold-rolled copper same gauge as metal being fastened. Cleats shall be continuous at flashing.

## **2.03 ACCESSORIES**

- A. Sealant: Specified in section 07 9005.

## **2.04 FASTENERS**

- A. Stainless steel, as required to anchor to substrates. All exposed fasteners shall be as shown on drawings.

## **PART 3 EXECUTION**

### **3.01 FABRICATION**

- A. Fabricate each metal section in longest practical or 10 (ten) foot long sections. Provide expansion joints per ASM Manual. Fabricate work in accordance with current best industry standards and practices.

### **3.02 PREPARATION**

- A. Verify that surfaces which are to be covered with sheet metal are smooth, plumb and flat, and free from defects. Surfaces must be prepared to the satisfaction of the Owner. Clean surfaces of all organic matter, moss, dirt, rubbish, and other foreign materials before starting sheet metal work. Coat dissimilar metals to isolate them from metal to metal contact with each other.
- B. Preparation for Joint Sealants:
  - 1. Remove all existing material to substrate and thoroughly clean joint to be sealed.
  - 2. Prime bond surfaces.
  - 3. Provide bond breaker at non-bond surfaces.
  - 4. Install sealants in depth to width proportions as recommended in the sealant Manufacturers published instructions.
  - 5. Tool sealants to compress sealant against sides of joint. Joints shall drain.
  - 6. Clean off excess sealant from adjacent surfaces.

### **3.03 INSTALLATION**

- A. Install work in accordance with Contract Documents, approved Shop Drawings, Manufacturer's printed instructions, SMACNA "Architectural Sheet Metal Manual", and current best industry standards and practices.
- B. If cross seams are required, they must be staggered in a uniform pattern.
- C. Cross seams must be fabricated per details in the SMACNA Architectural Manual.
- D. Install flashings plumb, straight, true, and watertight. Connect units with specified joints and sealants. Fasten to surfaces with concealed fasteners. Insulate dissimilar metal and incompatible surfaces with brushable type, non-hardening butyl rubber base sealant of type approved by roofing Manufacturer.

**END OF SECTION**

**SECTION 07 9005  
JOINT SEALERS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. Preparing sealant substrate surfaces.
- B. Sealant and backing.

**1.03 RELATED SECTIONS**

- A. Section 07 6000 - Sheet Metal Flashings

**1.04 SUBMITTALS**

- A. Submit two samples illustrating colors selected.
- B. Submit product data under provisions of section 01340
- C. Submit Material Safety Data Sheets for products and cleaners.

**1.05 ENVIRONMENTAL CONDITIONS**

- A. Do not install materials when temperature is below 40° F (4.44° C), unless the manufacturer specifically recommends application of the materials at lower temperatures.
- B. Do not proceed with installation of bulk compounds during inclement weather unless all requirements and Manufacturer's instructions can be complied with.
- C. Provide Owner seventy-two (72) hour notification of the use of any hazardous products or cleaners

**PART 2 PRODUCTS**

**2.01 SEALANTS**

- A. Butyl Sealant: Single component, non-skinning, non-hardening, non-staining, non-bleeding, capable of continuous water immersion; gray color; manufactured by Chem Caulk, Sonolastic, Tremco, G.E., Pecora, or approved Manufacturer.
- B. Polyurethane Sealant: Single component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion; color as selected; manufactured by Chem Caulk, Sonolastic, Tremco, G.E., Pecora, or approved Manufacturer.

**2.02 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant Manufacturer to suit application.
- B. Bond Breaker: Pressure sensitive tape recommended by sealant Manufacturer to suit application.
- C. Backing Rod: Closed cell expanded polyethylene, urethane, or approved, in sizes required to compress into joint. Etha-Foam, Sonofoam backer rod per ASTM C 1330, or equal.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Clean joint surfaces free of oil, grease, wax, dust, corrosion, tar, asphalt, frost, dampness, and release agents or coatings that would impair adhesion.

**3.02 APPLICATION**

- A. Apply sealant at locations indicated on drawings and specified herein.
- B. Back joints with rod foam or bond breaker in accordance with Manufacturer's recommendations. Use rod, tape, or preformed shape and size for each location as required to compress and hold sealant materials to a watertight joint configuration.



- C. Apply sealant in strict conformance with Manufacturer's printed instructions, tooling joint slightly concave so as to compress sealant into contact with the side joint surfaces to be sealed. Sealant depth to joint width proportion shall be as recommended by manufacturer.
- D. Clean up immediately over spill or splatter on adjacent surfaces with Toluol, Toluene, or Xylene

**END OF SECTION**

**SECTION 23 0010**  
**GENERAL MECHANICAL PROVISIONS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. Work Included:
  - 1. Includes all labor, materials, equipment, and services to temporarily relocate, replace, and reinstall mechanical units and ductwork in order to accomplish the re-roofing work. Mechanical service to building shall not be interrupted without 5 working days notice and the Owner's approval, and shall be resumed as soon as possible.
  - 2. Provide miscellaneous materials as required in the reinstallation of existing mechanical units to ensure a complete and properly operating mechanical system.

**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 State of Oregon 2010 Mechanical Specialty Code, National Electrical Safety Code, National Fire Protection Association, and regulations of the local serving utility.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Ductwork: Galvanized steel sheet, ASTM A525 or ASTM A527, having G60 zinc coating per ASTM A90.
- B. Fasteners: Rivets, bolts, or sheet metal screws.
- C. Sealant: Non-Hardening, water resistant, fire resistive, compatible with mating materials; liquid used alone or with tape, or heavy mastic.
- D. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible. Provide duct material, gages, reinforcing, and sealing as necessary.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. A qualified mechanical contractor shall be employed to accomplish any required modifications to the mechanical system.
- B. Perform work in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- C. Coordinate Work with requirements of the new roofing system. Provide connections as needed.

**END OF SECTION**

**SECTION 26 0010**  
**GENERAL ELECTRICAL PROVISIONS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. Work Included:
  - 1. Contractor to provide labor and materials to modify any electrical as necessary for installation of new roofing.

**1.03 QUALITY ASSURANCE**

- A. A qualified electrician shall be employed by the Contractor to accomplish any required modifications to the electrical system.
- B. Code requirements shall be considered a minimum guide for the Work and meet the requirements of State of Oregon 2011 Electrical Specialty Code, National Electrical Safety Code, National Fire Protection Association, and regulations of the local serving utility.
- C. All materials to carry a UL label.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Supports: Provide supports for all electrical equipment designed for loads four (4) times that of the item supported. Conduit supports to be one hole malleable straps by Steel City or Appleton.
- B. Conduit: All wiring to be in approved rigid galvanized metal conduit.
- C. Wiring: All wiring to be a 750 C rated insulation, copper conductors and color coated.
- D. Provide all necessary miscellaneous items for a complete system.

**PART 3 EXECUTION**

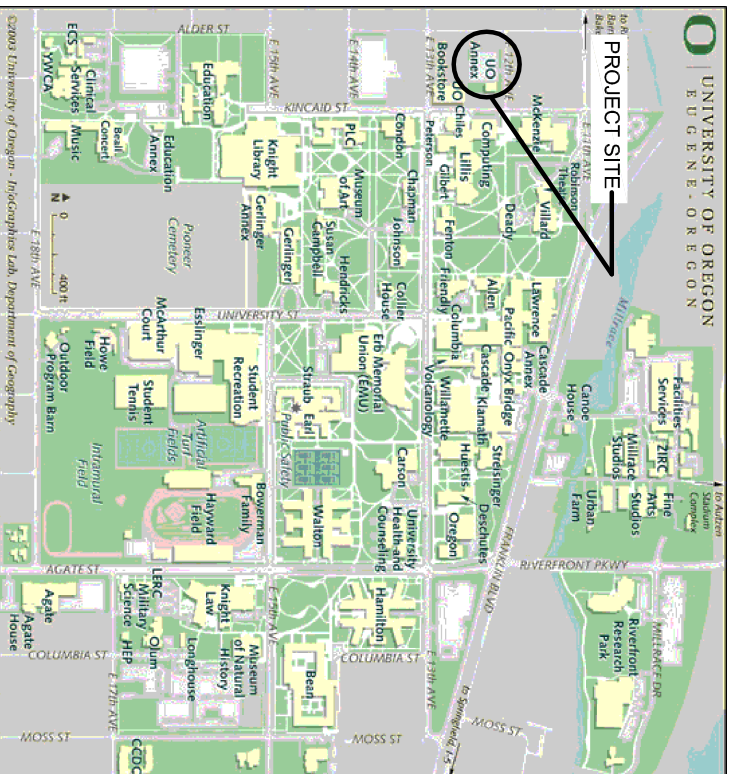
**3.01 INSTALLATION**

- A. A qualified electrician shall be employed to accomplish any required modifications to the electrical system.
- B. Connect new wiring, as necessary, to existing circuits. Provide necessary junction boxes and blank covers to provide a complete system.
- C. Coordinate Work with requirements of the new roofing system. Provide connections as needed

**END OF SECTION**

## GENERAL NOTES

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 FOLLOWING:
  1. STATE OF OREGON 2010 ED. STRUCTURAL SPECIALTY CODE
  2. OREGON ADMINISTRATIVE CODE
  3. NATIONAL FIRE PROTECTION ASSOCIATION
  4. STATE OF OREGON 2011 ED. ELECTRICAL SPECIALTY CODE
  5. STATE OF OREGON 2011 ED. PLUMBING SPECIALTY CODE
  6. STATE OF OREGON 2010 ED. MECHANICAL SPECIALTY CODE
  7. OREGON FIRE CODE 2010 ED.
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. DIMENSIONS RELATED TO EXISTING CONDITIONS ARE APPROXIMATE. VERIFY ALL DIMENSIONS PRIOR TO BIDDING AND INSTALLATION OF ANY ROOFING OR FLASHING.
4. THE VENT AND PIPE SIZES NOTED IN THE DRAWINGS ARE APPROXIMATE AND MUST BE VERIFIED PRIOR TO RE-ROOFING.
5. FALL PROTECTION TO BE PROVIDED BY CONTRACTOR.
6. ALL BUILDING MATERIALS ARE TO BE STORED APPROPRIATELY AND PROTECTED FROM DAMAGE.
7. DO NOT SCALE DRAWINGS.



## 2 PROJECT LOCATION MAP

A1 Scale: NTS

## ROOF AREA NOTES

1. AREA A (BASE BID):  
REMOVE AND DISPOSE OF EXISTING SHINGLE ROOFING (2 LAYERS ASPHALT SHINGLE ROOFING OVER 1 LAYER CEDAR SHINGLE ROOFING) DOWN TO EXISTING SKIP SHEATHING. INSTALL NEW PLYWOOD SHEATHING (1/2" 24/16 PLYWOOD - 8d NAILS AT 6" O.C. EDGES, 12" O.C. FIELD, STAGGER JOINTS, 1/8" GAPS AT PANEL EDGES, INSTALL WITH LONG DIMENSION HORIZONTAL), NEW ROOFING FELT AND NEW ASPHALT SHINGLES AND PAINTED METAL FLASHING. REMOVE EXISTING FASCIA TRIM AND GUTTER AND INSTALL NEW PAINTED CEDAR FASCIA BOARD AND NEW GUTTER TO MATCH EXISTING.

1. AREA B:  
REMOVE (E) ROOFING AND FLASHING AND REPLACE WITH NEW ROOFING PER DETAILS.

## GENERAL NOTE

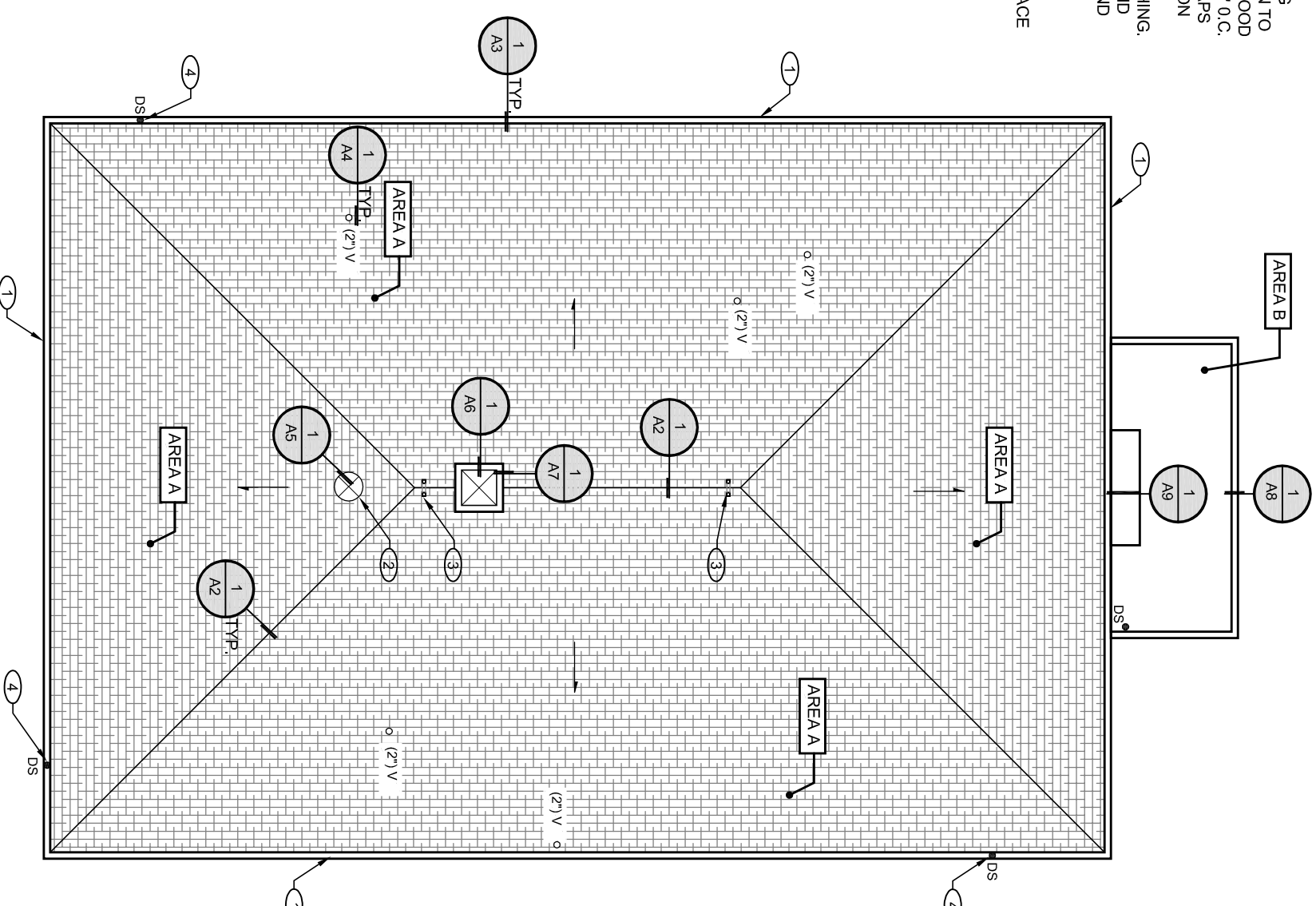
-G.C. RESPONSIBLE FOR PROTECTION OF SURROUNDING SIDEWALKS AND VEGETATION FROM CONSTRUCTION TRAFFIC. PLYWOOD COVERING OF SIDEWALK REQUIRED. TREE ROOT ZONES TO BE PROTECTED WITH CYCLONE FENCING AND GROUND STAKES.

## KEYNOTES

1. REMOVE (E) WOOD FASCIA AND METAL GUTTER. INSTALL NEW PAINTED CEDAR FASCIA AND PAINTED METAL GUTTER. DIMENSIONS AND PROFILES TO MATCH (E).
2. REMOVE (E) GRAVITY VENT AND INSTALL (N) STAINLESS VENT. DIAMETER TO MATCH EXISTING.
3. (N) PERMANENT FALL PROTECTION MOUNTED UNDER SHINGLES. ATTACH THROUGH SHEATHING TO STRUCTURAL FRAMING GUARDIAN RIDGE-IT 2 D RING OR SIMILAR.
4. INSTALL (N) DOWNSPOUT TO MATCH EXISTING.

## LEGEND

- CRICKET
- DIRECTION OF ROOF SLOPE
- PLUMBING VENT (SIZE APPROX.)
- DUCT PENETRATION
- DOWN SPOUT
- MASONRY CHIMNEY



## 1 ROOF PLAN

A1 Scale: 1/8" = 1'-0"



PROJECT #: 1205  
DRAWN BY: CA  
CHECKED BY: XX  
FILE NAME: 1205-Current  
DATE: 04/30/2012 BID/PERMIT

PROJECT:

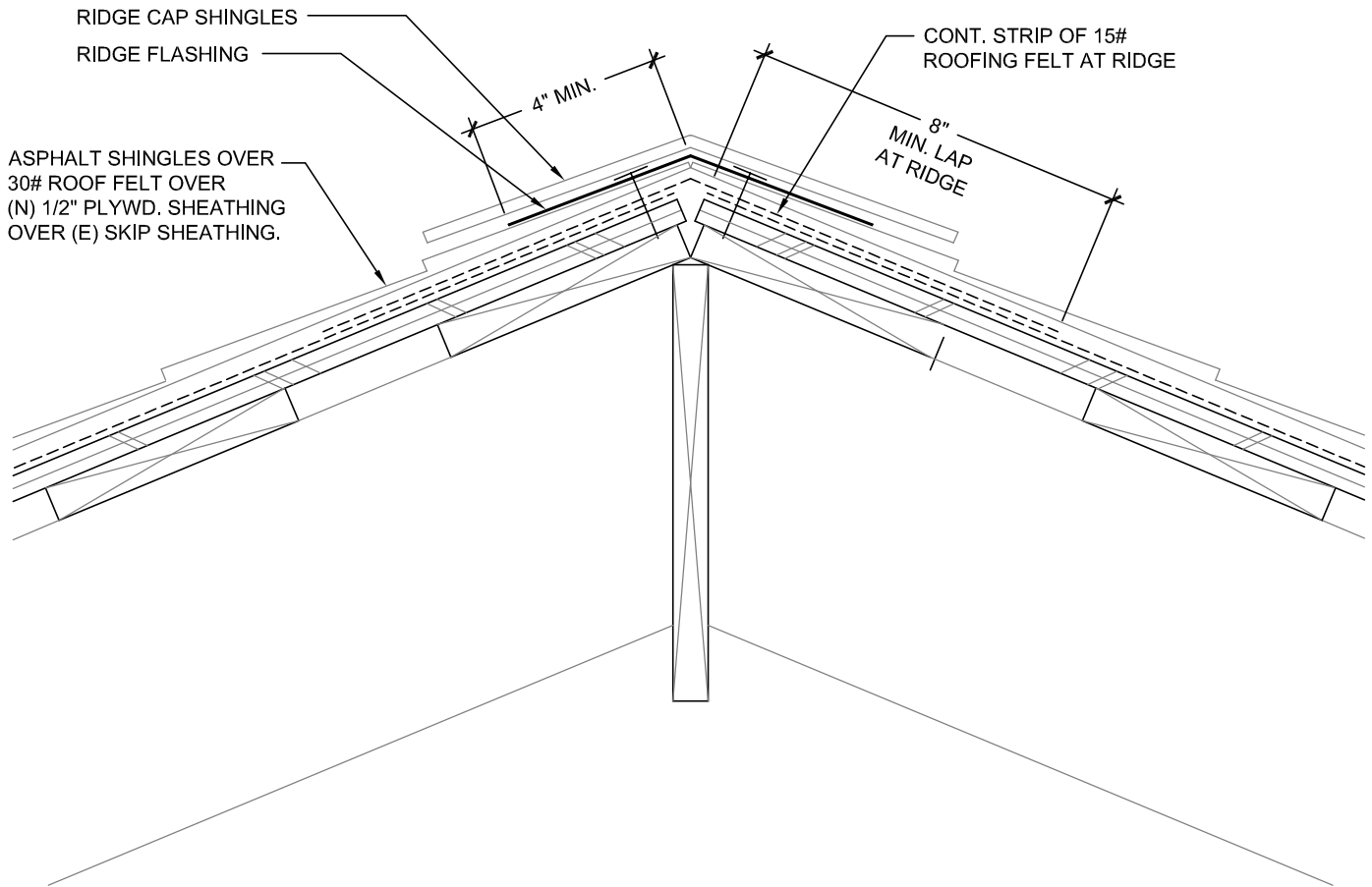
**UO ANNEX**  
**ROOF REPLACEMENT**

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**A1**

1 OF 9



1  
 A2  
**RIDGE DETAIL**  
 Scale: 3"=1-0"

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 Architects



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**UO ANNEX ROOF REPLACEMENT**

SCALE: AS NOTED

PROJECT: UO ANNEX ROOF REPLACEMENT  
 PROJECT #: 1205  
 DRAWN BY: CA  
 CHECKED BY: XX  
 FILE NAME: 1205-CURRENT  
 DATE: 04/30/2012 BID/PERMIT



**A2**

ASPHALT SHINGLES OVER  
30# ROOF FELT OVER  
(N) 1/2" PLYWD. SHEATHING  
OVER (E) SKIP SHEATHING.

LAP ROOFING FELT OVER EAVE  
PROTECTION MEMBRANE

LAP EAVE PROTECTION  
MEMBRANE OVER FLASHING

(N) STAINLESS FLASHING

(N) PAINTED METAL GUTTER,  
PROFILE TO MATCH EXISTING

(N) PAINTED CEDAR TRIM,  
PROFILE TO MATCH EXISTING

1  
A3

## EAVE DETAIL

Scale: 3"=1'-0"

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## UO ANNEX ROOF REPLACEMENT

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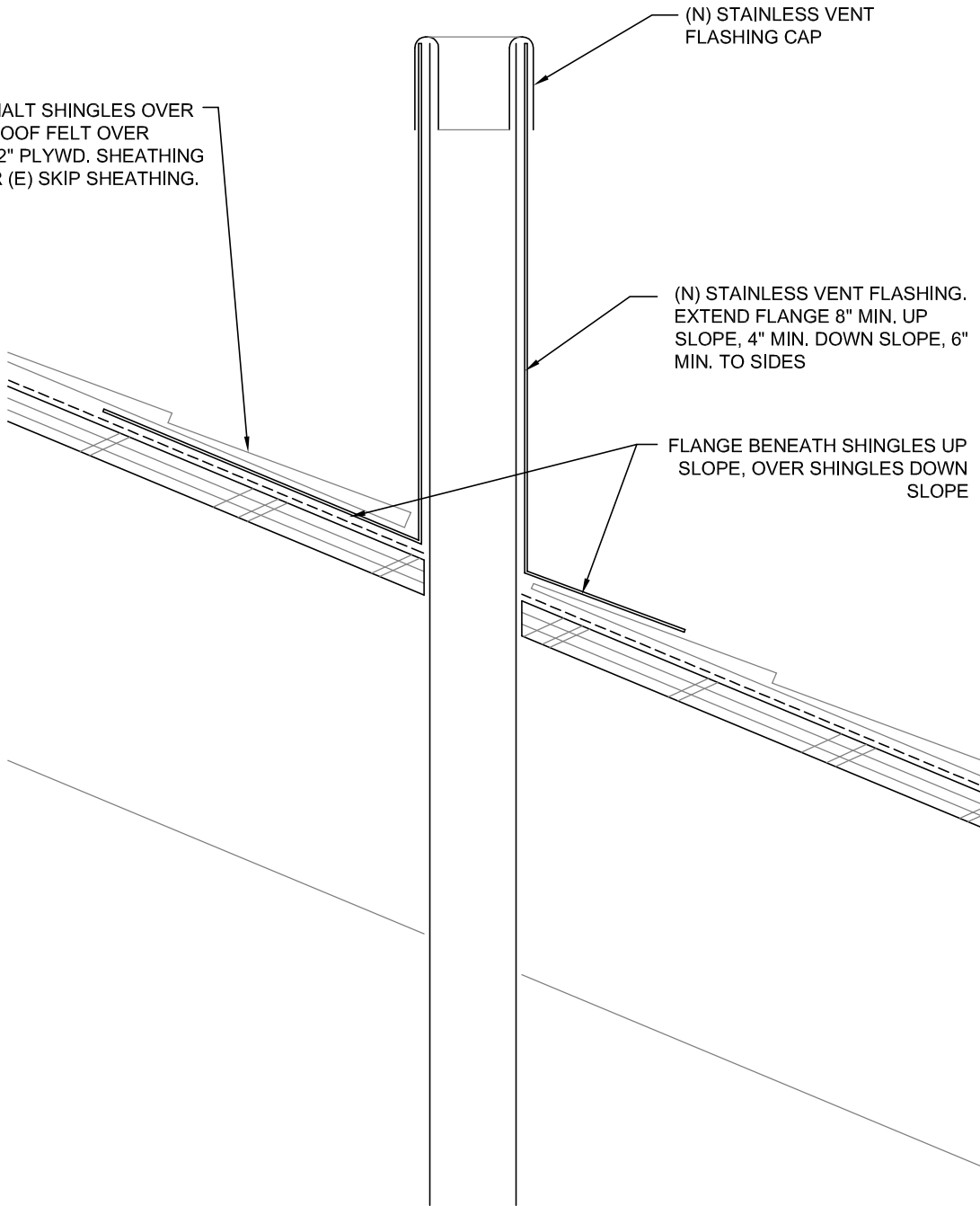
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DATE: 04/30/2012 BID/PERMIT



# A3

ASPHALT SHINGLES OVER  
30# ROOF FELT OVER  
(N) 1/2" PLYWD. SHEATHING  
OVER (E) SKIP SHEATHING.



1  
A4

PLUMBING VENT DETAIL

Scale: 3"=1'-0"

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SCALE: AS NOTED

PROJECT: UO ANNEX ROOF REPLACEMENT

PROJECT #: 1205

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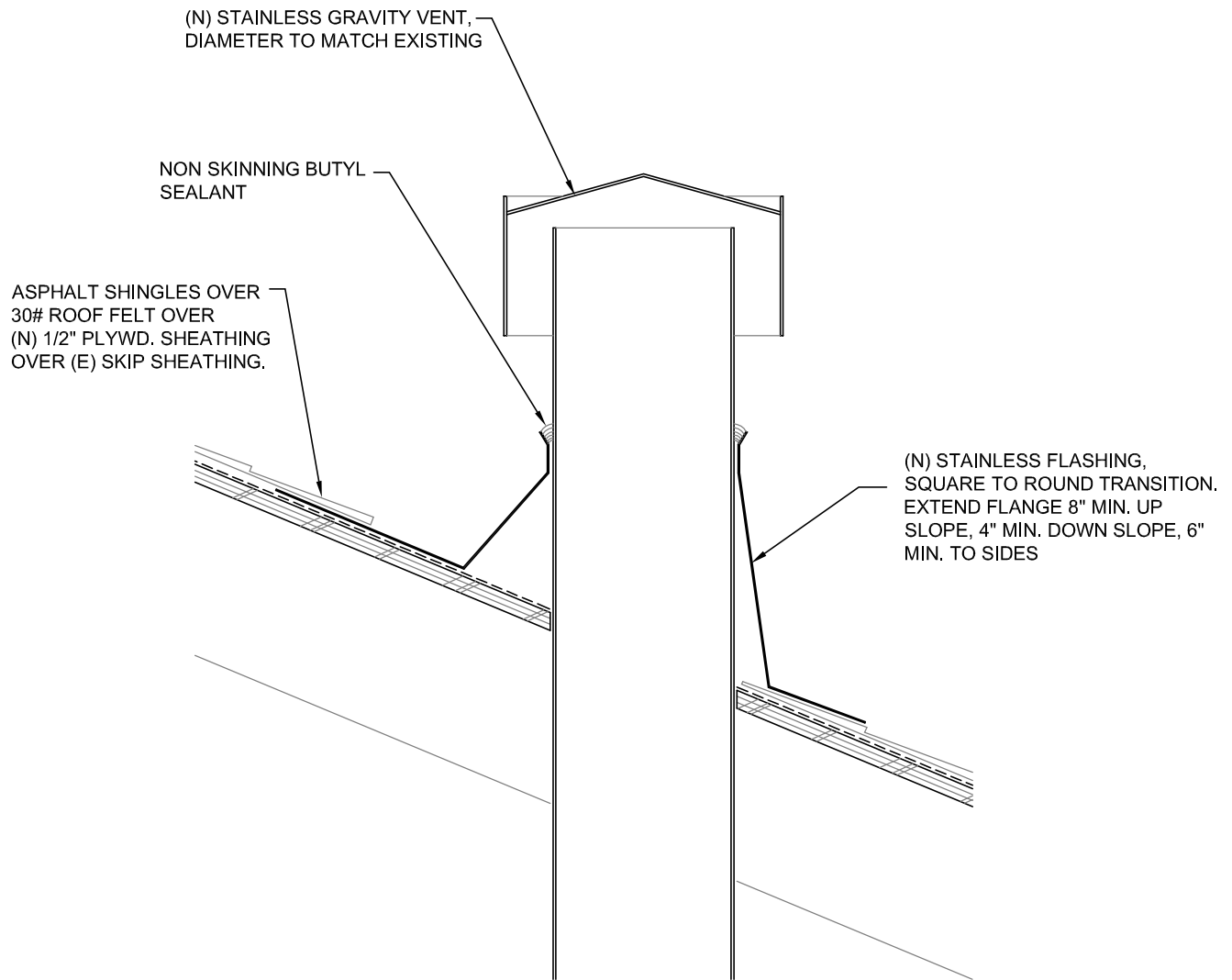
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DATE: 04/30/2012 BID/PERMIT



A4



1  
A5

**MECHANICAL PENETRATION DETAIL**

Scale: 1-1/2"=1'-0"

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SCALE: AS NOTED

PROJECT: UO ANNEX ROOF REPLACEMENT

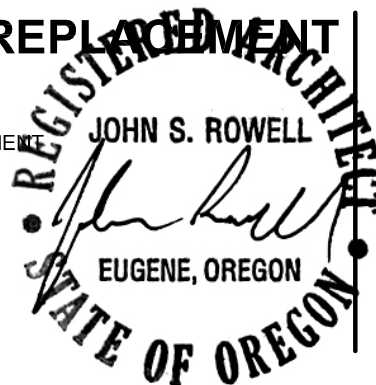
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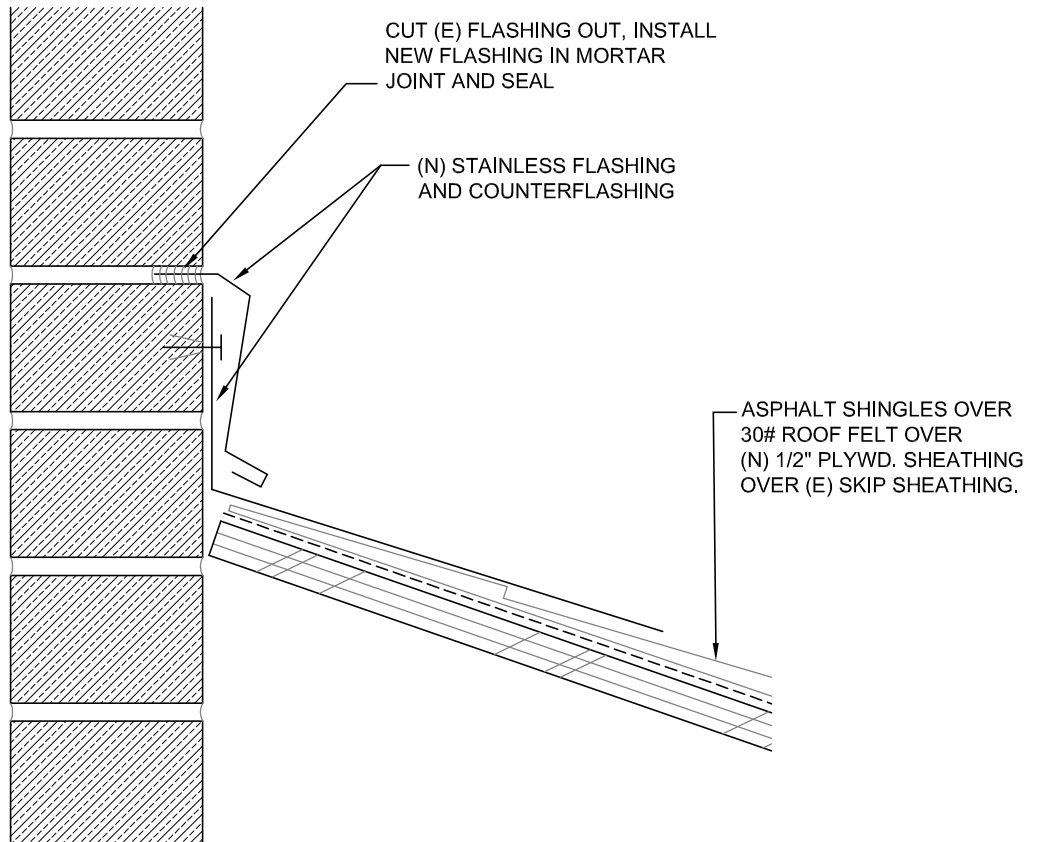
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**A5**





1  
A6

CHIMNEY FLASHING DETAIL

Scale: 3"=1'-0"

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PROJECT: UO ANNEX ROOF REPLACEMENT

PROJECT #: 1205

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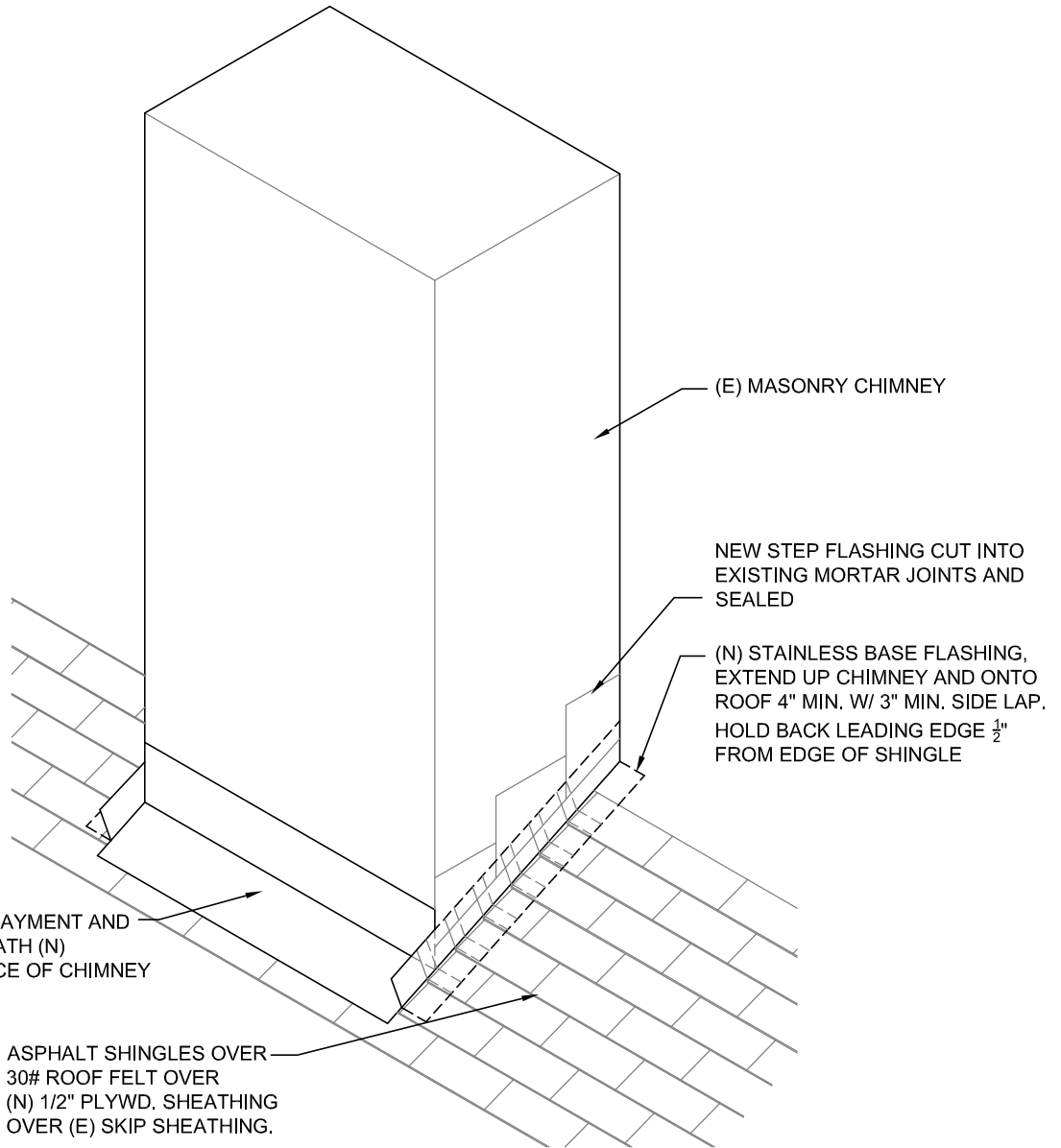
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A6



1  
A7

## CHIMNEY FLASHING DETAIL

Scale: NOT TO SCALE

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## UO ANNEX ROOF REPLACEMENT

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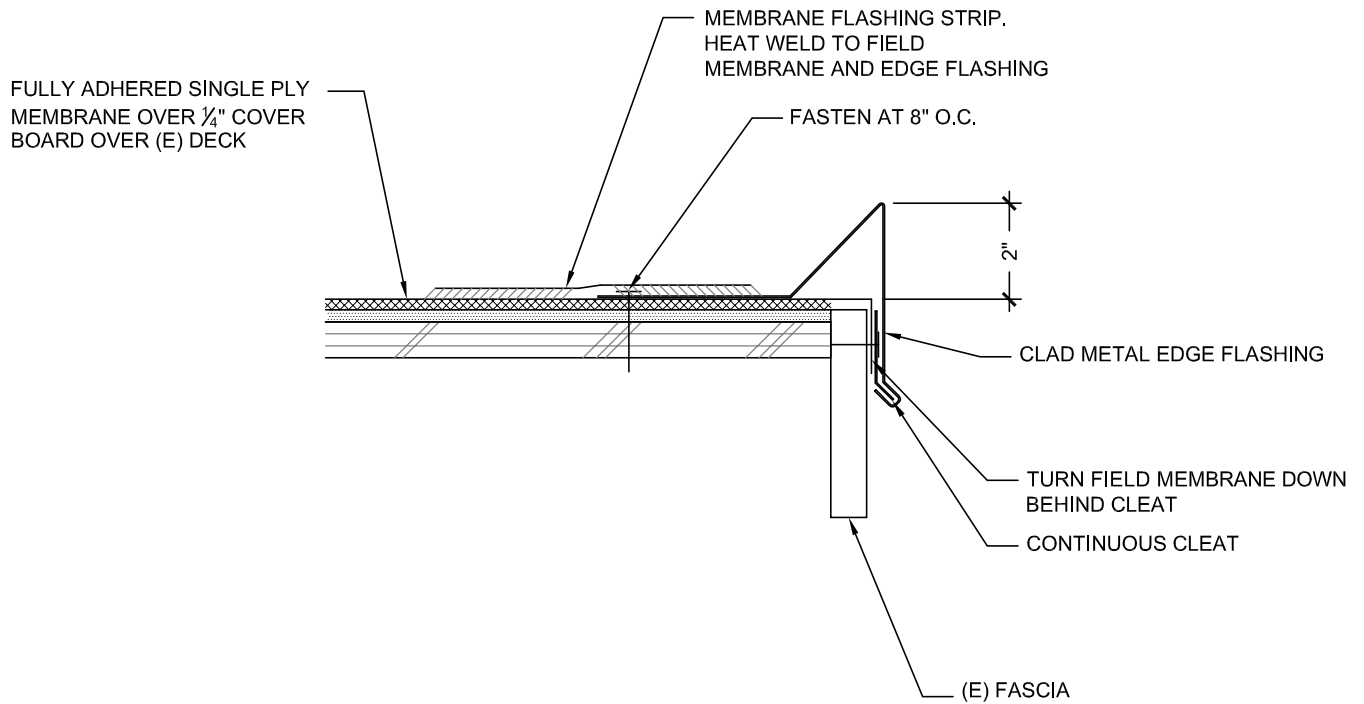
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**A7**



1  
A8  
EDGE FLASHING DETAIL  
Scale: 3"=1'-0"

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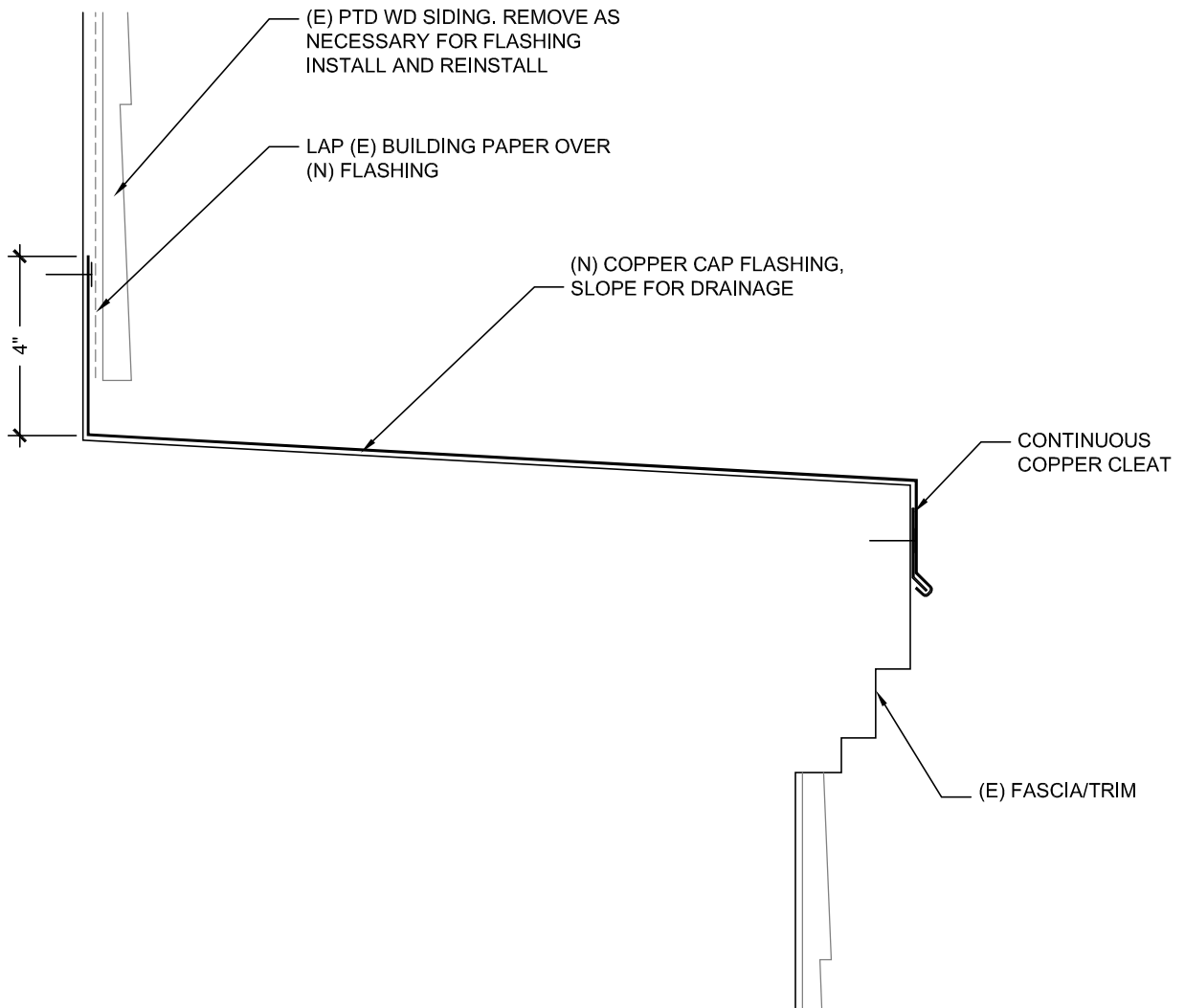
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**A8**



1  
A8

**AWNING FLASHING DETAIL**

Scale: 3"=1'-0"

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**A9**