

UNIVERSITY OF OREGON

LEWIS INTEGRATIVE SCIENCE BUILDING PUBLIC FURNITURE University of Oregon, Eugene, Oregon

PROJECT SPECIFICATIONS

Owner:

University of Oregon
1295 Franklin Blvd.
Eugene, Oregon 97403

Contact: Denise Stewart
Phone: (541) 346-2280
Email: dstewart@uoregon.edu

May 25, 2012

UNIVERSITY OF OREGON

Lewis Integrative Science Building
Lewis Integrative Science Building Public Furniture

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OREGON UNIVERSITY SYSTEM

NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

The Oregon University System (OUS) is accepting sealed bids for a public improvement project at Capital Construction, 1295 Franklin Boulevard, Eugene, OR 97403 until 4:00 PM, Pacific Time, June 15, 2012 for the LISB Public Furniture project located on the campus of the University of Oregon, in Eugene, Oregon. The project includes furniture for public spaces within the Lewis Integrated Science Building.

Bids will be opened and publicly read aloud on June 18 at 10:00 AM, at the University of Oregon Capital Construction offices by the OUS representative or designee.

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

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

OREGON STATE BOARD OF HIGHER EDUCATION

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

The work contemplated under this contract with the Oregon State Board of Higher Education, hereinafter referred to as the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Advertisement for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, 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. 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 5. Prohibition of Alterations to Bid

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

Article 6. Submission of Bid

Each bid shall be sealed in an envelope, properly addressed to the appropriate project Owner within the Oregon University System, showing on the outside of the envelope the name of the bidder and the name of the project. Bids will be received at the time and place stated in the Advertisement for Bids.

Article 7. Bid Closing and Opening of Bids

All bids must be received by the Owner at the place and

time set for the bid closing. Any bids received after the scheduled closing time for receipt of bids will be rejected and returned to the bidder unopened.

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.

Article 8. Acceptance or Rejection of Bids by Owner

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

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

The Owner reserves the right to hold the bid and bid security of the three lowest bidders for a period of 30 calendar days from and after the time of bid opening pending award of the contract. 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 9. Withdrawal of Bid

At any time prior to the time and place set for the bid closing, a bidder may withdraw the bid. This will not preclude the submission of another bid by such bidder prior to the time set for the bid closing.

After the time set for the bid closing, no bidder will be permitted to withdraw its bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

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

The Owner will provide the successful bidder with contract forms within 10 calendar days after the award of the Contract. The bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within 20 calendar days after the award of the contract. The contract forms shall be delivered to the Owner in the number called for and to the location as noted in the Notice of Award.

Article 11. Recyclable Products

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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
BID FORM

OUS CAMPUS: University of Oregon
PROJECT: Lewis Integrative Science Building Public Furniture
BID CLOSING: Friday; June 15, 2012; 4pm
BID OPENING: Friday; May 25, 2012

FROM: _____
Name of Contractor

TO: Oregon State Board of Higher Education

University of Oregon
Capital Construction
1295 Franklin Boulevard
1276 University of Oregon
Eugene, OR 97403-1276
Attn: Denise Stewart

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
- Supplemental Instructions to Bidders
- Public Improvement Agreement Form
- OUS General Conditions
- Prevailing Wage Rates
- Plans and Specifications
- Instructions to Bidders
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Drawings and Details

• ADDENDA numbered ____ through____, inclusive (*fill in blanks*)

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

ALTERNATE #1: Provide furniture indicated as Phase 2 Priority in 12 50 00 Furnishings and Layout Plans.

ADD: \$ _____

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

UNIT PRICE #1 Café Chair (CH-1) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #2 Conference Chair (CH-2) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #3 Lounge Chair (CH-3) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #4 Lounge Sofa (S-1) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #5 Modular Lounge Sofa (S-2) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #6 Café Table (T-1) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #7 Occasional Table (T-2) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #8 Conference Table (T-4) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #9 Conference Table (T-5) ADD / DEDUCT EACH: \$ _____

UNIT PRICE #9 Conference Table (T-5) ADD / DEDUCT EACH: \$ _____

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

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

forms, an Agreement Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

(name of surety company - not insurance agency)

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

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Contractor's Project Manager for this project is: _____,
Office Phone: _____
Cell Phone: _____.

13. 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

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 records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Owner may at any time and at its discretion issue a Construction Change Directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any adjustment to compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive is pending. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work.

Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest for over due claims at the rate of 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

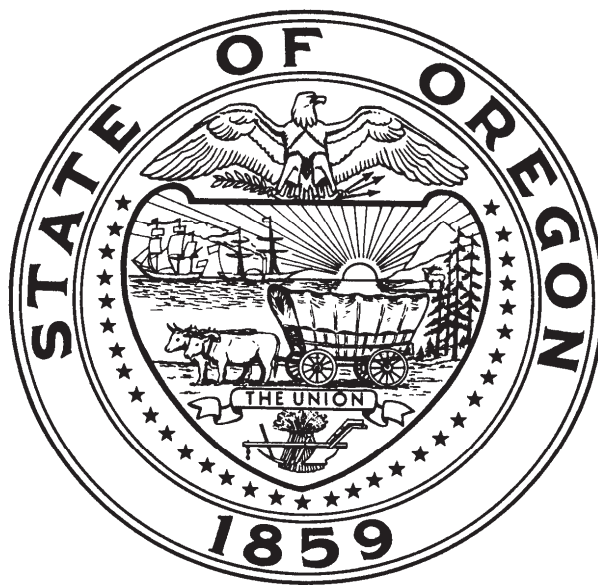
The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from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

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

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

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

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

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

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

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

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____

Solicitation _____

Project Name _____

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

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

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

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

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

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

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

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM PUBLIC IMPROVEMENT AGREEMENT FORM

This Agreement for the (Insert Project Name) (the "Contract"), made by and between the State of Oregon, acting by and through the Oregon State Board of Higher Education on behalf of (Insert Institution), hereinafter called OWNER, and (Insert Contractor's Name) hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on (Insert contract award date), or the date this Contract has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained, whichever is later.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

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

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

[] (RESERVED)

2. Representatives.

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

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

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

3. 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:

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

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

Job Superintendent: _____ shall be the CONTRACTOR'S on-site job superintendent throughout the project term.

Project Engineer: _____ shall be the CONTRACTOR'S project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Within **(Insert # of Days)** Days of the Notice to Proceed.

SUBSTANTIAL COMPLETION DATE: **(Insert # of Days)** from "Notice to Proceed" **(or a date certain)**.

FINAL COMPLETION DATE: **(Insert # of Days)** from "Notice to Proceed" **(or a date certain)**.

5. Liquidated Damages. [OPTIONAL]

Failure to complete the Work by the time specified in this Contract will result in actual damages to the OWNER. Since actual damages will be difficult or impossible to determine, it is agreed that the CONTRACTOR shall pay OWNER, not as a penalty but as liquidated damages **(Insert Dollar Value)** per Day for each Day elapsed in excess of the Substantial Completion Date.

6. Tax Compliance.

The individual signing on behalf of CONTRACTOR hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of CONTRACTOR s/he has authority and knowledge regarding CONTRACTOR'S payment of taxes, and to the best of her/his knowledge, CONTRACTOR is not in violation of any Oregon tax laws. For purposes of this certification, "tax" means those programs listed 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.

7. Integration

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

In witness whereof, the STATE OF OREGON, acting by and through the Oregon State Board of Higher Education on behalf of **(Insert Institution)** executes this Contract and the CONTRACTOR does execute the same as of the day and year first above written.

CONTRACTOR DATA:
(Insert Contractor Name & Address)

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

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

CONTRACTOR SIGNATURE

By _____
Signature Date

Print Name Title

STATE OF OREGON acting by and through the
OREGON STATE BOARD OF HIGHER EDUCATION
on behalf of **(Insert Institution)**

By _____
Name/Title Date

By _____
Name/Title Date

Construction Documents

VOLUME 1

DIVISION 0 – PROCUREMENT

00 01 10 Table of Contents

DIVISION 01 – GENERAL REQUIREMENTS

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01 22 00	Unit Prices
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01 32 00	Construction Progress Documentation
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DIVISION 12 - FURNISHINGS

12 50 00 Furnishings and Layout Plans

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Type of the Contract.
2. Owner-furnished products.
3. Work by Owner
4. Use of premises.
5. Owner's occupancy requirements.
6. Work restrictions.
7. Specification formats and conventions.

B. Related Sections include the following:

1. Section 01 50 00 - Temporary Facilities and Controls for limitations and procedures governing temporary use of Owner's facilities.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

1. Project Location: 1440 Franklin Boulevard., Eugene, Oregon 97403

B. Owner:

1. Owner's Representative: Denise Stewart, Facilities Services, 1276 University of Oregon, Eugene, OR 97403-1276

C. Architect: HDR Architecture, 1001 SW 5th Ave., Suite 1900, Portland, OR 97204.

D. Contractor: Lease Crutcher Lewis, 600 SW 10th Ave., Ste 310, Portland, OR 97205 has been engaged as Contractor for this Project.

E. The Work consists of the following:

1. This phase of Work includes furnishing and installing the full furniture package for the Lewis Integrative Science Building at the University of Oregon.

1.3 TYPE OF CONTRACT

A. Project will be delivered under a single prime contract.

- B. Furniture Supplier

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- C. Unless otherwise approved, do not obstruct private or public streets, drives or pedestrian walkways.
- D. Contractor is responsible for coordinating work with the University of Oregon Project Manager and building project General Contractor.

1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.6 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise approved by Owner.
 - 1. Weekend Hours: Requires prior Owner approval, 7am to 5pm.
 - 2. Early Morning Hours: Requires prior Owner approval prior to 7am.
 - 3. Hours for Utility Shutdowns: Owner coordination and approval required.
 - 4. Hours for Core Drilling and other noisy activities: Early AM hours, requires Owner coordination and approval.
- B. Disruptive work: For all disruptive, noise, odor, etc. work within occupied buildings (or close neighboring buildings) the Contractor must notify Facilities PM for distribution of such notice to campus a minimum of 48hrs prior to start of such work.
- C. Nonsmoking Building: Smoking is not permitted within the building or within **25 feet (8 m)** of entrances, operable windows, or outdoor air intakes.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.8 MISCELLANEOUS PROVISIONS

- A. Dealer is responsible for indicating which furniture is being bid from the selection of acceptable options indicated for each furniture type.
- B. Dealer is responsible for verifying quantities shown on installation plans and notifying Facilities Project Manager if there are any discrepancies from specifications.
- C. Dealer is responsible for unpacking furnishing items and inspecting for damage. If damage is detected, dealer is responsible for freight damage claims and/or replacements or repairs in a timely manner. Dealer is responsible for removing all packaging and debris associated with furnishings from the University of Oregon campus and recycle off-site.
- D. Dealer must coordinate timing of furniture delivery with UO Facilities Project Manager.
- E. Dealer is required to store furniture at no charge to owner for up to 30 days. Dealer to provide price to store furniture for up to 60 days. Warehouse for furniture storage must be secure, waterproof, and temperature controlled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SUMMARY

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Section 01 26 00 - Contract Modification Procedures

1.2 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
- E. Contractor is required to hold unit pricing for one year to allow the owner the option to purchase additional items beyond the base contract amount.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price No. 1 - Café Chair (CH-1)
 - 1. Description: Cafe Chair, acceptable options per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

- B. Unit Price No. 2 - Conference Chair (CH-2)
 - 1. Description: Conference Chair, acceptable options per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

- C. Unit Price No. 3 - Lounge Chair (CH-3)
 - 1. Description: Lounge Chair, acceptable options per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

- D. Unit Price No. 4: Lounge Sofa (S-1)
 - 1. Description: Lounge Sofa, acceptable options per 12 50 00 Furnishings
 - 2. Unit of Measurement: Cost per item

- E. Unit Price No. 5: Modular Lounge Sofa (S-2)
 - 1. Description: Modular Lounge Sofa, acceptable options per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

- F. Unit Price No. 6: Cafe Table (T-1)
 - 1. Description: Café Table, acceptable options per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

- G. Unit Price No. 7: Occasional Table (T-2)
 - 1. Description: Occasional Table, acceptable options per 12 50 00 Furnishings
 - 2. Unit of Measurement: Cost per item

- H. Unit Price No. 8: Conference Table (T-4)
 - 1. Description: Conference Table, custom design per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

- H. Unit Price No. 9: Conference Table (T-5)
 - 1. Description: Conference Table, custom design per 12 50 00 Furnishings.
 - 2. Unit of Measurement: Cost per item

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES:

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ALTERNATES

- A. Add Alternate No. 1: Provide furniture indicated as Phase 2 Priority in 12 50 00 Furnishings and Layout Plans.

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Section 01 60 00 - Product Requirements

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time on "State of Oregon's Standard forms, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use Proposal Requests as provided in State of Oregon's Standard forms.

1.4 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

PART 2 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Section 01 32 00 - Construction Progress Documentation

1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Schedule of Values to be broken down into areas of work not to exceed 1 million. Submit Schedule of Values for approval prior to first Payment Application Submittal.
 - 2. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 3. Submit the Schedule of Values to Architect and Owner at earliest possible date but no later than nine days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.

- e. Date of submittal.
2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents.
3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
5. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
 - a. Do not lump sum Change Orders.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders issued before last day of construction period covered by application.
 3. Include BOLI wage certificates for the pay period with the pay applications

- E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Partial Waivers of Mechanic's Lien: With each Application for Payment, contractor shall submit waiver of mechanic's lien related to the Work covered by the payment.
 - 1. When an application shows completion of an item, submit final or full waivers.
 - 2. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Schedule of unit prices.
 - 5. Submittals Schedule (preliminary if not final).
 - 6. List of Contractor's staff assignments.
 - 7. List of Contractor's principal consultants.
 - 8. Provide information on location of building permits.
 - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 10. Initial progress report.
 - 11. Report of preconstruction conference.
 - 12. Certificates of insurance and insurance policies.
 - 13. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Utility costs are to be paid by the Owner throughout the project.

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PAYMENT PROCEDURES

9. Prior to any final payment(s) all keys checked out to Contractor(s) and/or Consultant(s) must be returned to DPS and a receipt of return provided to Facilities PM by DPS.
10. A complete digital set of all construction photographs as described in Section 01 32 33 – Photographic Documentation..

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures
 - 2. Coordination Drawings.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Section 01 32 00 - Construction Progress Documentation
 - 2. Section 01 70 00 - Execution
 - 3. Section 01 77 00 - Closeout Procedures

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components.
- B. If necessary prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate relationships of components shown on separate shop drawings.
 - b. Indicate required installation sequences.
- B. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 1. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 2. Number of Copies: Submit one digital copy of each submittal in PDF form. Architect will return one digital copy in PDF form.
 - a. Owner is to receive a digital PDF copy for all informational and formal submittals.
 - b. Contractor will mark up and retain one returned copy as a Project Record Drawing.
 3. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

- C. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, e-mail addresses.
 - 1. Post copies of list in temporary field office. Keep list current at all times.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Project Meetings are to be led and conducted by Contractor.
 - 2. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 4. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Submittals.
 - b. Review of mockups.
 - c. Possible conflicts.
 - d. Time schedules.
 - e. Weather limitations.
 - f. Manufacturer's written recommendations.
 - g. Compatibility of materials.
 - h. Acceptability of substrates.
 - i. Regulations of authorities having jurisdiction
 - j. Testing and inspecting requirements.
 - k. Required performance results.
 - l. Protection of adjacent work.
 - 3. Minutes: Contractor will record and distribute the meeting minutes unless noted otherwise.
 - 4. Record significant conference discussions, agreements, and disagreements.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's signature.
 10. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Copy Owner on all RFI's and RFI's responses.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow ten working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's seven day time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.

- G. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Material location reports.
 - 5. Field condition reports.
- B. Related Sections include the following:
 - 1. Section 01 29 00 - Payment Procedures
 - 2. Section 01 31 00 - Project Management and Coordination
 - 3. Section 01 33 00 - Submittal Procedures
 - 4. Section 01 40 00 - Quality Requirements

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to the Project. Owner will approve where float time will be used in the project schedule.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.3 SUBMITTALS

- A. Submittals general: Submit copies as listed below to both, Owner and Architect
- B. Submittals Schedule: Submit four copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Network Diagram: Submit three opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, , original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Daily Construction Reports: Submit two copies at Bi weekly intervals.
- G. Material Location Reports: Submit two copies at monthly intervals.
- H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.

2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. Furniture
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner as noted but not limited to:
 - a. All OFCI and OFOI items listed with delivery dates and completion dates.
 - b. All significant owner events which might impact the schedule.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use of premises restrictions.
 - e. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Installation.
 - e. Tests and inspections.
 5. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion., and the following interim milestones:
1. All commissioning activities and milestones are to be listed.

- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for commencement of the Work.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Installation.
 - d. Testing.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- C. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.

2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Inclusion of weather days following an analysis of weather conditions at site.
9. Total float or slack time.

- D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Changes in early and late start dates.
2. Changes in early and late finish dates.
3. Changes in activity durations in workdays.
4. Changes in the critical path.
5. Changes in total float or slack time.
6. Changes in the Contract Time.
7. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

2.5 REPORTS

- A. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At a minimum of bi-weekly intervals, update schedule to reflect actual construction progress and activities.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Section 01 23 00 - Alternates
 - 2. Section 01 31 00 - Project Management and Coordination
 - 3. Section 01 40 00 - Quality Requirements
 - 4. Section 01 60 00 - Product Requirements
 - 5. Section 01 77 00 - Closeout Procedures
 - 6. Section 01 78 23 - Operation and Maintenance Data

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Section 01 32 00 - Construction Progress Documentation for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Allow 10 days for processing each re-submittal.
 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Architect to transmit copy to concurrent reviewer.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Submittal purpose and description.
 - f. Remarks.
 - g. Signature of transmitter.

- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit a digital copy of each submittal in PDF form, unless otherwise indicated. Architect will return a digital copy in PDF format.
 - 2. Owner shall receive a minimum of 1 stamped and Contractor reviewed copy. This copy will be send by the Architect to the Facilities Project Manager at the time of Consultants approval.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Manufacturer's catalog cuts.
 - e. Printed performance curves.
 - f. Operational range diagrams.
 - g. Mill reports.
 - h. Compliance with recognized testing agency standards.
 - i. Application of testing agency labels and seals.
 - j. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Templates and patterns.

- g. Schedules.
 - h. Design calculations.
 - i. Compliance with specified standards.
 - j. Notation of coordination requirements.
 - k. Notation of dimensions established by field measurement.
 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 4. Number of Copies: Submit a minimum of three (3) copies of each submittal plus the number of copies needed for distribution by the Contractor, unless otherwise indicated. Architect will return all copies in excess of three (3).
- D. Coordination Drawings: Comply with requirements in Section 01 31 00 - Project Management and Coordination.
- E. Samples: Prepare physical units of materials or products, including the following:
 1. Comply with requirements in Section 01 40 00 - Quality Requirements for mockups.
 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
 - a. Size limitations.
 - b. Compliance with recognized standards.
 - c. Availability.
 - d. Delivery time.
 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 6. Number of Samples for Initial Selection: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- F. Photographic Evidence: Submit 6 copies of Photographic evidence of Mock-up showing item/assembly from all necessary angles to allow review of this item.
- G. Application for Payment: Comply with requirements in Section 01 29 00 - Payment Procedures.
- H. LEED INFORMATION
 1. LEED Information submittals are required as called for by specification section Submittal paragraph.
 2. Unless otherwise agreed to by Architect, submit to Architect's for records one (1) original, or high quality high contrast copy of submittal suitable for reproduction, unless quantity is indicated elsewhere, submittal. Submit quantity indicated in specifications sections to Owner.
 - a. Architect is not required to return submittal.
 - b. Include pertinent data.
 - c. Information shall be 215 x 280 mm or 215 x 355 mm 8-1/2 x 11 IN or 8-1/2 x 14 IN maximum.
 - d. Do not fold. Submit in envelope large enough for submitted items.
 3. LEED Information submittals are required as called for by specification section submittal paragraph.
 - a. Identify LEED submittals with:
 - 1) Manufacturer's name, item, use, type.
 - 2) Specification Section or drawing detail reference.
 - 3) Data required for LEED Prerequisite or Credit.
 - 4) Other pertinent data.
 4. Unless otherwise agreed to by Architect, submit one (1) original or high quality, high contrast copy, suitable for reproduction of submittal, unless quantity is indicated elsewhere.
 - a. Include pertinent data.
 - b. Information shall be 215 x 280 mm or 215 x 355 mm 8-1/2 x 11 IN or 8-1/2 x 14 IN maximum.
 - c. Do not fold. Submit in envelope large enough for submitted items.
 5. LEED Action Plans:
 - a. As indicated in Section 01 35 36 - LEED Requirements, submit LEED Action Plan no more than 30 days after execution of the contract.
 - b. At close of Project, provide statement indicating total cost for building materials used for Project. Include statement indicating total cost of mechanical and electrical components

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will indicate on the cover of the returned submittal which of the following possible actions are being taken:
 - 1. NO EXCEPTIONS TAKEN
 - 2. MAKE CORRECTIONS NOTED
 - 3. REVISE AND RESUBMIT
 - 4. REJECTED

END OF SECTION

SECTION 01 35 15

LEED REQUIREMENTS

PART 1 GENERAL

1.1 PROJECT GOALS

- A. This project has been designed to achieve the LEED Certified (minimum 40 points) rating as defined in the LEED(r) Green Building Rating System(tm) for New Construction and Major Renovations, 2009 Edition.
- B. Contractor is not responsible for the application for LEED certification, nor for determination of methods of achieving LEED credits unless specifically so indicated.
- C. Many of the LEED credits can be achieved only through intelligent design of the project and are beyond the control of the Contractor. However, certain credits relate to the products and procedures used for construction. Therefore, the full cooperation of the Contractor and subcontractors is essential to achieving final certification.
- D. Contractor shall familiarize himself with the relevant requirements and provide the necessary information and instruction to all subcontractors and installers.
- E. Since Contractor and subcontractors may not be familiar with LEED requirements, this section includes a summary of the products and procedures intended to achieve LEED credits.
 1. Some credits are marked PREREQUISITE; these must be achieved regardless of the level of certification; many are dependent on proper performance by Contractor and subcontractors.
 2. Other credits involve quantifying percentages by weight and cost; these require careful recordkeeping and reporting by the Contractor.
 3. See www.usgbc.org for more information.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 16

LEED SUBMITTAL FORMS

1.1 PURPOSE

- A. These forms are for the Contractor's use in submitting documentation to be used to determine whether particular credits have been achieved. The cooperation of subcontractors, suppliers, and manufacturers is required.
- B. These forms apply to the following LEED Credits:
 - 1. MR Credits 3.1 and 3.2 - Materials Reuse.
 - 2. MR Credits 4.1 and 4.2 - Recycled Content.
 - 3. MR Credits 5.1 and 5.2 - Regional Materials.
 - 4. MR Credit 6 - Rapidly Renewable Materials.
 - 5. MR Credit 7 - Certified Wood.
 - 6. IEQ Credit 4.1 - Low-Emitting Materials: Adhesives and Sealants.
 - 7. IEQ Credit 4.2 - Low-Emitting Materials: Composite Wood.

1.2 FORMS

- A. 01 35 16.01 - LEED Material Cost Summary Form: Certification by Contractor.
- B. 01 35 16.02 - LEED Wood-Containing Product List: Certification by Contractor.
- C. 01 35 16.03 - LEED Metal-Containing Product List: Certification by Contractor.
- D. 01 35 16.04 - LEED New Product Content Form: Including separate reporting of wood, steel, rapidly renewable, and recycled content; data certification by manufacturer of product; cost and quantity certification by Contractor.
- E. 01 35 16.05 - LEED New Product Source Form: Data certification by manufacturer of product; cost and quantity certification by Contractor.
- F. 01 35 16.06 - LEED Reused Product Form: Data certification by manufacturer of product; cost and quantity certification by Contractor.
- G. 01 35 16.07 - LEED Prohibited Content Installer Certification: Certification by each installer working on project regardless of product type.

1.3 PROCEDURES

- A. All LEED submittal forms are to be submitted by Contractor; certifications are to be made by indicated party.
- B. Where a LEED Submittal is called for, fill out and submit the appropriate form.
 - 1. Fill out one form for each different brand name product and each different manufacturer of a lot of commodity products.
 - 2. Where required attachments are specified, attach the documentation to the back of the form.
- C. Each form must be signed by the entity capable of certifying the information.
 - 1. Certification signatures must be made by an officer of the company.
 - 2. For products, certification must be made by the manufacturer not the supplier.
 - 3. For custom fabricated products, certification by the fabricator is acceptable.
- D. Submit the completed forms in accordance with the requirements of Section 01 30 00 - Administrative Requirements, as information submittals.
 - 1. Give each form a unique submittal number.

2. Do not combine LEED forms with product data or shop drawing submittals.
- E. Submit forms applicable to work for which application for payment is being made, either prior to or concurrent with application for payment; payment will not be made until relevant forms have been submitted.
- F. For work covered by multiple applications for payment, the initial submittal of a LEED form is sufficient for subsequent applications unless the nature of the product has changed.

END OF SECTION

SECTION 01 35 16.01

LEED MATERIAL COST SUMMARY FORM

1.1 LEED SUBMITTAL FORM

A. Identification:

1. Project Name: _____
2. Project No.: _____
3. Architect: _____

B. This form applies to the following LEED Credits:

1. MR Credits 3.1 and 3.2 - Materials Reuse.
2. MR Credits 4.1 and 4.2 - Recycled Content.
3. MR Credits 5.1 and 5.2 - Regional Materials.
4. MR Credit 6 - Rapidly Renewable Materials.
5. MR Credit 7 - Certified Wood.

C. Procedure:

1. Because the above listed credits require computations based on the material costs for the project, the Contractor is required to submit the following cost breakdown, in addition to any cost breakdown specified elsewhere.
2. Costs are to be material costs excluding labor, overhead, and profit, but including delivery, storage, and handling charges. Revise cost summary whenever materials actually installed change due to contract modifications or Contractor preference.

1.2 CERTIFICATION

1.3 \$ _____ Total Cost of All Materials

1.4 \$ _____ Total Cost of Plumbing, HVAC, Electrical, and Communications

1.5 \$ _____ Total Cost of Architectural Equipment in Divisions 11 Through 14

1.6 \$ _____ Total Cost of Wood and Wood-Based Materials, including temporary construction items that will neither be incorporated into the work nor returned to their supplier for re-use.

1.7 CERTIFIED BY: (Contractor)

A. Print Name: _____

B. Signature: _____

C. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.02

LEED WOOD-CONTAINING PRODUCT LIST

1.1 LEED SUBMITTAL FORM

A. Identification:

1. Project Name: _____
2. Project No.: _____
3. Architect: _____

B. This form applies to LEED MR Credit 7 (certified wood).

1.2 WOOD-CONTAINING PRODUCTS

- A. Wood-containing products are those made of solid wood, wood chip, or wood fiber, or containing components made of solid wood, wood chip, or wood fiber.
- B. Rationale: Because the computation for this credit is based on the total material costs for all wood and wood-based products on the project, the Contractor is required to submit the following itemization of wood and wood-based products, including materials used during construction but not incorporated into the finished work.
- C. Procedure: For each wood-containing product provided for this project, submit "LEED Material Content Form". At minimum, submit for the following products. Initial those for which the material content form is attached.
- D. Permanent Wood-Containing Product List:
1. ___ Excavation supports
 2. ___ Wood framing, furring, and supports
 3. ___ Sheathing
 4. ___ Blocking, curbing, and nailers
 5. ___ Molding and trim
 6. ___ Paneling
 7. ___ Architectural woodwork
 8. ___ Cabinets and casework
 9. ___ Wood wall covering
- E. Temporary Wood-Containing Product List:
1. ___ Excavation supports
 2. ___ Concrete formwork and formwork supports
 3. ___ Bracing and shoring
 4. ___ Barricades and enclosures
 5. ___ Field office

1.3 CERTIFICATION

- A. ___ All other wood-containing products used on this project are shown on the attached list.
- B. ___ I certify that there are no other wood-containing products used on this project that exceed 1 percent of total material cost.
- C. ___ I certify that there are no other temporary facilities or construction using wood-containing products that exceed 1 percent of the total material cost.
- D. CERTIFIED BY: (Contractor)
1. Print Name: _____
 2. Signature: _____

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Lewis Integrative Science Building
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THA Proj. #00810
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LEED WOOD-CONTAINING PRODUCT LIST

3. Title: _____ (officer of company), Date: _____

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LEED WOOD-CONTAINING PRODUCT LIST

END OF SECTION

SECTION 01 35 16.03

LEED METAL-CONTAINING PRODUCT LIST

1.1 LEED SUBMITTAL FORM

A. Identification:

1. Project Name: _____
2. Project No.: _____
3. Architect: _____

B. This form applies to LEED Credits MR 4.1 and 4.2 (recycled content).

1.2 STEEL-CONTAINING PRODUCTS

A. Rationale: Although all steel contains reused steel, steel products often cannot be traced to a certain mill lot and, even when they can, the mill's certificate usually does not indicate the proportion of new to reused steel.

B. Procedure: Determine recycled steel content by estimating the proportion of reused steel based on trade association surveys of mill practices multiplied by the quantity of steel by weight in the product.

1. Referenced Mill Practices Survey: See the current edition of Steel Recycling Institute "Steel Takes LEED with Recycled Content," at http://www.recycle-steel.org/PDFs/leed/Steel%20Takes%20LEED_June06.pdf.
2. If the mill source cannot be identified, the product will be considered to have the lowest reused steel content reported in referenced mill practices survey.
3. For each steel-containing product provided for this project, submit "LEED New Product Content Form". At minimum, submit for the following products. Initial those for which the material content form is attached.

C. Steel-Containing Product List:

1. ___ Steel piling and permanent shoring.
2. ___ Concrete reinforcement (bars, mats, wire, mesh), anchor plates.
3. ___ Structural steel framing members, plates.
4. ___ Steel structural components of pre-engineered products.
5. ___ Miscellaneous steel fabrications made from rolled shapes, including equipment supports.
6. ___ Steel decking.
7. ___ Light gauge steel framing and trusses.
8. ___ Steel stairs and ladders.
9. ___ Steel handrails and railings.
10. ___ Miscellaneous formed steel fabrications.
11. ___ Steel wall and roof panels.
12. ___ Steel sheet metal flashing and trim.
13. ___ Steel doors and frames.
14. ___ Steel storefronts and curtain walls.
15. ___ Non-load-bearing steel framing (studs, ceiling framing, shaftwall)
16. ___ Gypsum board finishing trim.
17. ___ Suspended ceiling grid.
18. ___ Steel wall louvers and vents.
19. ___ Steel rooftop equipment screens.
20. ___ Steel lockers.
21. ___ All equipment with steel housings, casings, or boxes, except mechanical and electrical; report housing percentage by weight/mass only.

1.3 CAST IRON-CONTAINING PRODUCTS

- A. Rationale: Cast iron is considered 100 percent recycled.
- B. For each homogeneous cast iron product, report total cost on "LEED New Product Content Form".
- C. Cast Iron Product List:
 - 1. ___ Cast iron pipe.
 - 2. ___ Cast iron castings.

1.4 CERTIFICATION

- A. ___ All other steel- and cast iron-containing products used on this project are shown on the attached list.
- B. ___ I certify that there are no other steel-containing products used on this project that exceed 1 percent of total material cost less material cost attributed to mechanical and electrical.
- C. ___ I certify that there are no other cast iron-containing products used on this project that exceed 1 percent of total material cost less material cost attributed to mechanical and electrical.
- D. CERTIFIED BY: (Contractor)
 - 1. Print Name: _____
 - 2. Signature: _____
 - 3. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.04

LEED MATERIAL CONTENT FORM

1.1 LEED SUBMITTAL FORM

A. Identification:

1. Project Name: _____
2. Project No.: _____
3. Architect: _____
4. Product Name: _____ (brand name, model number, etc.)
5. Manufacturer: _____ www. _____
 - a. Contact: _____ tel: _____
6. Supplier/Sub: _____ www. _____
 - a. Contact: _____ tel: _____
7. Applicable Specification Section Number(s) _____

- B. This form applies to LEED Credits MR 4.1 and 4.2 (recycled content), MR 6 (rapidly renewable content), and MR 7 (certified wood).

1.2 PRODUCT CERTIFICATION

- A. FSC-Certified Solid Wood, Wood Chip, and Wood Fiber Content: _____ percent by weight.
1. _____ Product is FSC-trademarked.
 2. _____ FSC Chain-of-Custody certificate number is _____
 3. FSC: Forest Stewardship Council Chain-of-Custody number or physical trademark; computation of less than 100 percent certified content in accordance with FSC policy.
- B. Rapidly Renewable Content: _____ percent by weight.
1. Description of Rapidly Renewable Content: _____
 2. Definition: Made from plants that are harvested not more than 10 years after planting.
- C. Steel Content: _____ percent by weight.
1. _____ Steel Mill Source is: _____
 2. _____ Mill letter describing mill process and typical re-used steel content is attached.
- D. Other Content: (Percentages by weight may not add up to more than 100 percent.)
1. Pre-Consumer/Post-Industrial Recycled Content: _____ percent by weight.
 2. Post-Consumer Recycled Content: _____ percent by weight.
 3. Description of Recycled Content: _____
 4. Definition: Recycled content is defined in accordance with FTC regulations, found in 16 CFR 260.7(e); see www.ftc.gov/bcp/grnrule/guides980427.htm.
- E. Total Weight: _____ per _____ (unit).
- F. CERTIFIED BY: (Manufacturer)
1. Print Name: _____
 2. Signature: _____
 3. Title: _____ (officer of company), Date: _____

1.3 COST CERTIFICATION

- A. Unit Cost: \$ _____ per _____ (same unit as above); No. of Units Installed: _____
- B. OR (enter cost either above or below, not both)
- C. Total Installed Material Cost of This Product: \$ _____

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LEED MATERIAL CONTENT FORM

D. CERTIFIED BY: (Contractor)

1. Print Name: _____
2. Signature: _____
3. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.05

LEED NEW PRODUCT SOURCE FORM

1.1 LEED SUBMITTAL FORM

A. Identification:

1. Project Name: _____
2. Project No.: _____
3. Architect: _____
4. Product Name: _____ (brand name, model number, etc.)
5. Manufacturer: _____ www. _____
 a. Contact: _____ tel: _____
6. Supplier/Sub: _____ www. _____
 a. Contact: _____ tel: _____
7. Applicable Specification Section Number(s) _____

B. This form applies to LEED MR Credits 5.1 and 5.2 for new products only; see separate form for reused products.

1.2 PRODUCT CERTIFICATION

A. The following percentages of this product were processed in the locations indicated. (Indicate N/A in first column if process is not applicable.)

Percent	Harvest, Extraction, Recovery, or Manufacturing Process	City/County, State, Country	Distance From Project
_____ %	Raw Material _____:	_____	_____
_____ %	Raw Material _____:	_____	_____
_____ %	Raw Material _____:	_____	_____
_____ %	Manufactured at: (primary)	_____	_____
_____ %	Manufactured at: (primary)	_____	_____
_____ %	Manufactured at: (secondary)	_____	_____
_____ %	Manufactured at: (secondary)	_____	_____
_____ %	Manufactured at: (final)	_____	_____
_____ %	Manufactured at: (final)	_____	_____

B. CERTIFIED BY: (Manufacturer)

1. Print Name: _____
2. Signature: _____
3. Title: _____ (officer of company), Date: _____

1.3 COST CERTIFICATION

A. Unit Cost: \$ _____ per _____ (unit); No. of Units Installed: _____

B. OR (enter cost either above or below, not both)

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LEED NEW PRODUCT SOURCE FORM

C. Total Installed Material Cost: \$ _____

D. CERTIFIED BY: (Contractor)

1. Print Name: _____
2. Signature: _____
3. Title: _____ (officer of company), Date: _____

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LEED NEW PRODUCT SOURCE FORM

END OF SECTION

SECTION 01 35 16.06

LEED REUSED PRODUCT FORM

1.1 LEED SUBMITTAL FORM

A. Identification:

1. Project Name: _____
2. Project No.: _____
3. Architect: _____
4. Product Name: _____ (brand name, model number, etc.)
5. Source Firm: _____ www. _____
 - a. Contact: _____ tel: _____
6. Supplier/Sub: _____ www. _____
 - a. Contact: _____ tel: _____
7. Applicable Specification Section Number(s) _____

B. This form applies to LEED MR Credits 3.1 and 3.2.

1.2 PRODUCT CERTIFICATION

- A. Product Description: _____
- B. Explain source: _____
- C. City/County, State: _____
- D. Country: _____
- E. Distance From Project: _____
- F. CERTIFIED BY: (Source Firm)
 1. Print Name: _____
 2. Signature: _____
 3. Title: _____ (officer of company), Date: _____

1.3 COST CERTIFICATION

- A. Unit Cost: \$ _____ per _____ (unit); No. of Units Installed: _____
- B. OR (enter cost either above or below, not both)
- C. Total Installed Material Cost: \$ _____
- D. CERTIFIED BY: (Contractor)
 1. Print Name: _____
 2. Signature: _____
 3. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.07

LEED PROHIBITED CONTENT INSTALLER CERTIFICATION

1.1 LEED SUBMITTAL FORM

- A. Identification:
1. Project Name: _____
 2. Project No.: _____
 3. Architect: _____
- B. This form applies to LEED IEQ Credits 4.1, 4.2, 4.3, and 4.4.
- C. Procedure:
1. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, each installer of work on this project is required to certify that his/their use of these particular materials complies with the contract documents and to provide documentation showing that the products used do not contain the prohibited content.
 2. Volatile organic compounds (VOCs) are defined by the U.S. EPA and state and local regulations applicable to this project. See Contract Documents for minimum criteria.

1.2 PRODUCT CERTIFICATION

- A. ___ Adhesives: I certify that the installation work of my firm on this project has not required the use of any adhesives.
- B. OR (certify either the above or the below, not both)
- C. ___ Joint Sealants: I certify that the installation work of my firm on this project has not required the use of any gunnable or pourable joint sealants.
- D. OR (certify either the above or the below, not both)
- E. ___ Joint Sealants: I certify that my firm has NOT installed any joint sealant with VOC content exceeding that specified in Section 07 90 05 on this project; product data and MSDS sheets for all joint sealants used, whether specified or not, are attached.
- F. Architectural Paints, Coatings and Primers applied to interior walls and ceilings: DO not exceed the VOC content limits established in Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
- G. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: Do not exceed the VOC content limit of 250 g/L established in Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition, January 7, 1997.
- H. Clear wood finishes, floor coatings, stains, and shellacs applied to interior elements: Do not exceed the VOC content limits established in South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, rules in effect on January 1, 2004.
- I. OR (certify either the above or the below, not both)
- J. Interior Carpet: Meets the testing and product requirements of the Carpet and Rug Institute's Green Label Plus program.
- K. Interior Carpet Cushion: Meets the requirements of the Carpet and Rug Institute Green Label program.
- L. Interior Carpet Adhesive: Meets the requirements of EQ Credit 4.1: VOC limit of 50 g/L.
- M. ___ Composite Wood and Agrifiber Products: I certify that the work of my firm on this project has not required the use of any composite wood or agrifiber products, as defined above.

- N. OR (certify either the above or the below, not both)
- O. ____ Composite Wood and Agrifiber Products: I certify that the composite wood and agrifiber products, as defined above, furnished or installed by my firm DO NOT contain any ADDED urea-formaldehyde binder; product data and MSDS sheets for products used, whether specified or not, are attached.
- P. CERTIFIED BY: (Installer/Manufacturer/Supplier Firm)
1. Firm Name: _____
 2. Print Name: _____
 3. Signature: _____
 4. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Section 01 32 00 - Construction Progress Documentation
 - 3. Divisions 12 Section for specific test and inspection requirements.

1.2 DEFINITIONS

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. **Mockups:** Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. **Preconstruction Testing:** Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Description of the Work and test and inspection method.
 - 6. Identification of product and Specification Section.
 - 7. Test and inspection results and an interpretation of test results.
 - 8. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 9. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 10. Name and signature of laboratory inspector.
 - 11. Recommendations on retesting and re-inspecting.

- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design and a minimum of five years of experience, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and that specializes in types of tests to be performed.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect fourteen days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Submit information per Section 01 33 00 - Submittal Procedures”.

5. Obtain Owner's and Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated Owner will engage a qualified testing agency to perform quality control services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor's responsibilities: Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Section 01 73 29 - Cutting and Patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.
- D. Provide proof of repair and retested compliance.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Additional Commissioning": supplements fundamental commissioning and focuses on review of the building design and construction documents to identify areas for improvement as well as recommissioning of building systems after occupancy.
- C. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- D. "Construction IAQ Management Plan": is a document specific to a building project that outlines measures to minimize contamination in a building during construction and to flush the building of contaminants prior to occupancy.
- E. "Chain-of-Custody": is a tracking procedure to document the status of a product from the point of harvest or extraction to the ultimate consumer end use.
- F. "Chain-of-Custody": is a document that tracks the status of a wood product from the forest to the ultimate consumer and is used to verify compliance with FSC guidelines.
- G. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- J. "Heat Island Effects": occur when warmer temperatures are experienced in urban landscapes as a result of solar energy retention on constructed surfaces. Principal surfaces that contribute to the heat island effect include streets, sidewalks, parking lots and buildings.
- K. "HVAC Systems": include heating, ventilating, and air conditioning systems used to provide thermal comfort and ventilation for building interiors.

- L. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- M. "Infrared Emittance": is a parameter between 0 and 1 that indicates the ability of a material to shed infrared radiation. The wavelength range for this radiant energy is roughly 4-50 micrometers. Most building materials (including glass) are opaque in this part of the spectrum, and have an emittance of roughly 0.9. Materials such as clean, bare metals are the most important exceptions to the 0.9 rule. Thus clean, untarnished galvanized steel has low emittance, and aluminum roof coatings have intermediate emittance levels.
- N. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- O. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- P. "Life-Cycle Assessment": (LCA) is an informed decision-making process that can be applied to building components, design strategies, and other measures associated with building alternatives. The LCA process is beneficial because it considers initial capital costs in addition to ownership and maintenance costs over a specified lifetime.
- Q. "Post-Consumer": recycled content is the percentage of waste material by weight available from consumer use incorporated into a building material.
- R. "Pre-Consumer": recycled content is the percentage of waste material by weight available from industrial use incorporated into a building material. Pre-Consumer recyclable materials are different from industrial scrap, a by-product of industrial processes that can easily be reused as feedstock.
- S. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- T. "Provide": Furnish and install, complete and ready for the intended use.
- U. "Post-Industrial": recycled content is the percentage of waste material by weight available from industrial use incorporated into a building material. Post-Industrial recyclable materials are different from industrial scrap, a by-product of industrial processes that can easily be reused as feedstock.
- V. "Recycling": is the collection, reprocessing, marketing and use of materials that were diverted from the solid waste stream.
- W. "Reduction": is a strategy to minimize material use or to use materials more efficiently.
- X. "Refurbished": Cleaned and processed as necessary to be made suitable for direct use in new construction. This does not refer to the recycling of materials into manufactured products.
- Y. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

- Z. “Reuse”: is a strategy to return materials to active use in the same or related capacity.
- AA. “Salvaged Materials”: are construction materials recovered from existing buildings and reprocessed for reuse in other buildings. Common salvaged materials include structural beams and posts, flooring, doors, cabinetry, brick, and decorative items.
- BB. “Solar Reflectance”: is the ratio of the reflected electromagnetic energy to the incoming electromagnetic energy. A reflectance of 100% means that all of the energy striking a reflecting surface is reflected back into the atmosphere and none of the energy is absorbed by the surface. The best standard technique for its determination uses spectro-photometric measurements with an integrating sphere to determine the reflectance at each different wavelength. An averaging process using a standard solar spectrum then determines the average reflectance (see ASTM Standard E903).
- CC. “Sustainable Forestry”: is the practice of managing forests resources to meet the long-term forest product needs of humans while maintaining the biodiversity of forested landscapes. The primary goal is to restore, enhance, and sustain a full range of forest values, both economic and ecological.
- DD. “Tipping Fees”: are fees charged by a landfill for disposal of waste volumes. The fee is typically quoted for one ton of material.
- EE. “Underground Parking”: is a “tuck-under” or stacked parking structure that reduces the exposed parking surface area.
- FF. “Volatile Organic Compounds”: (VOCs) are carbon compounds that participate in atmospheric photochemical reactions (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates, and ammonium carbonate).

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, contractor shall obtain copies directly from publication source and make them available on request at the jobsite.
- E. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov	(202) 501-1021
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
NES	(Formerly: National Evaluation Service) (See ICC-ES)	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org www.aeic.org	(202) 367-1155
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction	(303) 792-9559

ALSC	www.aitc-glulam.org American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CFPC	Certified Forest Products Council www.certifiedwood.org	(503) 224-2205
CGSB	Canadian General Standards Board w3.pwgsc.gc.ca/cgsb	(800) 665-2472 (819) 956-0425
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300

FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FSC	Forest Stewardship Council www.fsc.org	(202) 342 0413
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (607) 753-6711
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LEED	Leadership in Energy and Environmental Design www.leedbuilding.org	(202) 828-7422
LMA	Laminating Materials Association (Now part of CPA)	
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NFPA	NFPA (National Fire Protection Association)	(800) 344-3555 (617) 770-3000

	www.nfpa.org	
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5253 (210) 635-8100
SAE	SAE International www.sae.org	(724) 776-4841
SCAQMD	South Coast Air Quality Management District Rule #1168 www.aqmd.gov/rules/html/r1168.html	(909) 396-2000
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense www.dodssp.daps.mil	(215) 697-6257
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167

LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PHS	Office of Public Health and Science http://phs.os.dhhs.gov	(202) 690-7694
SD	State Department	(202) 647-4000

1.4 University of Oregon Abbreviations:

FS	University of Oregon Facilities Services
EH&S	University of Oregon Facilities Services, Office of Environmental Health & Safety
GC	General Contractor
CM	Construction Manager
DPS	University of Oregon, Department of Public Safety
PM	Project Manager
CPS	Central Power Station
LC	Lead Consultant

1.5 GOVERNING REGULATIONS AND AUTHORITIES:

- A. All Construction shall be in accordance with the Building Codes mentioned thereafter
- B. Building code shall mean International Building Code, most current edition, by the International Conference of Building officials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Section 01 23 00 - Alternates
 - 2. Section 01 42 00 - References
 - 3. Division 01 77 00 - Closeout Procedures
 - 4. Divisions 12 Section for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Substitutions are not permitted. Supplier must provide one of the options listed for every furniture type included in specification section 12 50 00 Furnishings and Layout Plans.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product. Clearly list the specific manufacturer and product that is included in the bid for each of the furniture types listed.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Proprietary name, model number, and similar designations.
 - c. Installer's name and address.
 - 3. Completed List: Within 60 days after date of commencement of the Work, submit 5 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 - Submittal Procedures. Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. All construction materials, deliveries, etc. must be made to the project site and attention of the Contractor; not to FS Receiving.
 - 2. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 4. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 5. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.

5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranty Requirements:

1. Warranty all material for a minimum of 5-years after date of substantial completion. OR For a period of time determined by a manufacturer furnished guarantee. OR For the warranty period stated in the product specifications listed in 12 50 00 Furnishings and Layout Plans. Whichever warranty period is longer will rule.
2. Correct immediately (within 72 hours of notice) any failure caused by poor material or workmanship during warranty period.
3. If the University/Owner is required to proceed with repairs, the responsible party of the warranty will be billed for costs and damages when failing to comply.

B. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

C. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
2. Refer to Divisions 12 Sections for specific content requirements and particular requirements for submitting special warranties.

D. Submittal Time: Comply with requirements in Section 01 77 00 - Closeout Procedures.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. All products and materials must be commercial grade at a minimum; no residential grade.
2. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
3. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
4. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

5. Where products are accompanied by the term "as selected," Architect will make selection.
6. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
7. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will not consider requests for substitution .

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 61 16

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. VOC restrictions for product categories listed below under "DEFINITIONS."
- B. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

1.2 RELATED REQUIREMENTS

- A. Section 01 35 15 - LEED Certification Procedures.
- B. Section 01 40 00 - Quality Requirements
- C. Section 01 60 00 - Product Requirements

1.3 DEFINITIONS

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Carpet.
 - 3. Resilient floor coverings.
 - 4. Paints and coatings.
 - 5. Insulation.
 - 6. Gypsum board.
 - 7. Cabinet work.
 - 8. Wall coverings.
 - 9. Composite wood and agrifiber products used either alone or as part of another product.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.4 REFERENCE STANDARDS

- A. CRI (GLP) - Green Label Plus Carpet Testing Program - Approved Products; Carpet and Rug Institute; Current Edition.
- B. Green Seal GC - 03 - Anti-Corrosive Paints
- C. SCAQMD Rule 1113 - Architectural Coatings
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.
- E. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at www.scs-certified.com.
- F. Resilient Floor Covering Institute FloorScore program

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.
- D. Installer Certifications for Accessory Materials: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All VOC-Restricted Products: Provide products having VOC content of types and volume not greater than those specified in State of California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions From Various Sources Using Small-Scale Environmental Chambers.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current Carpet and Rug Institute Green Label Plus certification; www.carpet-rug.org.
 - b. Current SCS Floorscore certification; www.scs-certified.com.
 - c. Current SCS Indoor Advantage Gold certification; www.scs-certified.com.
 - 2. Product data submittals showing VOC content are NOT acceptable forms of evidence.
- B. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- C. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GreenSeal Certification.
- D. Paints and Coatings: Provide products having VOC content as specified in Section 01 35 15 - Leed Requirements.
- E. Carpet and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current Green Label Plus Certification.
 - b. Report of laboratory testing performed in accordance with requirements.
- F. Composite Wood and Agrifiber Products and Adhesives Used for Laminating Them: Provide products having no added urea-formaldehyde resins.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Published product data showing compliance with requirements.

PART 3 EXECUTION - NOT USED

3.1 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their

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removal and replacement with compliant products at no extra cost to Owner.

- B. All additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 70 00

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. General installation of products.
 2. Progress cleaning.
 3. Starting and adjusting.
 4. Protection of installed construction.
 5. Correction of the Work.
- B. Related Sections include the following:
1. Section 01 31 00 - Project Management and Coordination
 2. Section 01 33 00 - Submittal Procedures
 3. Section 01 77 00 - Closeout Procedures

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. **Field Measurements:** Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. **Space Requirements:** Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. **Review of Contract Documents and Field Conditions:** Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. **Verification:** Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. **General:**
 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 2. Inform installers of lines and levels to which they must comply.
 3. Check the location, level and plumb, of every major element as the Work progresses.
 4. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

3.4 FIELD ENGINEERING

- A. **Identification:** Owner will identify existing benchmarks, control points, and property corners.

3.5 INSTALLATION

- A. **General:** Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 7 feet 6 inches in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Daily Cleaning Requirements:
 - 1. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
 - 2. When cutting and boring, contractor is required to clean the space of all debris, water and concrete.
 - 3. Keep the premises reasonably free from accumulation of debris.
 - 4. Remove all debris, equipment, surplus materials and leave the premises in a neat and orderly condition at the completion of the work day.
 - 5. Clean all walks, streets, etc. affected by the work.
- C. Completion and Closeout Cleaning:
 - 1. Special cleaning for specific units of work may also be noted in other sections of this standards document.
 - 2. Comply with manufacturer's instructions for cleaning of all system components, equipment, and materials incorporated into the project.
 - 3. Prior to the time the Contractor requests Substantial Completion Inspection:
 - a. Remove labels that are not required as permanent labels.

- b. Clean exposed hard-surfaced finishes including glass, metals, stone, concrete, painted surfaces, plastics, tile, wood, special coatings, and similar surfaces, to a dirt free condition, free of dust, stains, films, and similar noticeable distracting substances. Restore reflective surfaces to original condition.
 - c. Remove debris and surface dust from limited-access spaces including plenums, shafts, and similar spaces.
 - d. Clean concrete floors in non-occupied spaces, wet-mop and broom clean.
 - e. Clean fixtures and lamps of ALL dust and debris.
 - f. Remove crates, cartons, and other flammable waste materials or trash from work areas. Building(s) shall be turned over to the Owner free of concealed garbage, trash, and rodent infestation. If any of the preceding are revealed, or odors from them occur, they shall be removed by the Contractor at their expense.
 - g. Restore property to its original condition where no improvements are shown.
 - h. Elevator shafts, electric closets, pipe, and duct shafts, chases, furred spaces, and similar spaces which are generally unfurnished, shall be cleaned and left free from rubbish, loose plaster, mortar drippings extraneous construction materials, dirt, and dust
 - i. Rubbish shall be lowered by way of chutes, hoists, or lowered in receptacles. Under no circumstances shall any rubbish or waste be dropped or thrown from one level to another within or outside the building(s).
 - j. Care shall be taken by workmen not to mark, soil, or otherwise deface finished surfaces. In the event that finished surfaces become defaced, all costs for cleaning and restoring such surfaces to their originally intended condition shall be the responsibility of the Contractor.
4. Prior to the time the Contractor requests Final Acceptance Inspection:
- a. Clean transparent materials, including mirrors and window or door glass, to a polished condition removing substances that are noticeable as vision-obscuring materials.,
 - b. Turn the work over in immaculate condition inside and outside including the premises.
 - c. Clean all work on the premises including walks, drives, curbs, paving, fences, grounds, and walls. Slick surfaces shall be left with a clear shine. Cleanup shall include removal of smudges, marks, stains, fingerprints, soil, dirt, paint, dust, lint, labels, discolorations, and other foreign materials.
 - d. Clean all finished surfaces on interior and exterior of project including floors, walls, ceilings, windows, glass, doors, fixtures, hardware, and equipment. Final wax and polish all natural finish metal on interior or exterior surfaces.
 - e. Clean and apply finish (including 'Anchor wax') to all floors as recommended by the manufacturer.
 - f. In addition to the cleaning listed above and including in the following standards document, the building(s) shall be prepared for occupancy by a thorough cleaning throughout, including washing (or cleaning by approved methods) surfaces on which dirt or dust has collected, and by washing glass on both sides.
 - g. Wash exterior glass using a window-cleaning contractor specializing in such work.
 - h. Remove temporary buildings and structures, fences, scaffolding, surplus materials, and rubbish of every kind from the site of the work. Repair these areas to be compatible with the surrounding construction finished condition
- D. Site: Maintain Project site free of waste materials and debris.
- E. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- 1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- F. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- G. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- H. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- I. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- J. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- K. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- L. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- M. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Warranties.
 3. Instruction of Owner's personnel.
 4. Final cleaning.
- B. Related Sections include the following
1. Section 01 70 00 - Execution
 2. Divisions 12 Section for specific closeout and special cleaning requirements for products of those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Prepare and submit Project Record Documents, operation and maintenance manuals, Final damage or settlement surveys, property surveys, and similar final record information.
 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 5. Complete final cleaning requirements, including touchup painting.
 6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- B. Use low toxic cleaning products (meeting or exceeding the requirements of Green-Seal GS-37).

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - d. Sweep concrete floors broom clean in unoccupied spaces.
 - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - f. Remove labels that are not permanent.
 - g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - h. Replace parts subject to unusual operating conditions.
 - i. Leave Project clean and ready for occupancy.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.
- B. Related Sections include the following:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Section 01 77 00 - Closeout Procedures
 - 3. Divisions 12 Section for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 SUBMITTALS

- A. Initial Submittal: Submit two (2) draft copies of each manual at least 25 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit two (2) copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.
 - 2. 1 complete reproducible CD of ALL listed items in 'pdf' file format is to be delivered to the Owner's Facilities Project Manager.
 - 3. Closeout delivery of any and all closeout and/or overstock items to the Facilities PM requires formal transmittals for project records; including extra materials, custom finish knives, etc.
 - 4.

1.4 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. General: Include a master directory list of vendors, sub-contractors, manufacturers etc. at the beginning of each manual. At the beginning of each section include appropriate vendor, sub-contractor, and manufacturer.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
- F. Operation Manuals, Product Maintenance Manuals, and Systems and Equipment Manuals shall contain:
1. ALL part numbers of manufacturers and suppliers.
 2. Total quantities installed under the contract.
 3. Manufacturer's name and address. Supplier's name and address.
 4. Complete manufacturer's serial number(s) or other identity symbol(s).
 5. Parts lists that clearly identify every part in the item of equipment with the proper manufacturer's name, part nomenclature and number, local source, and list price.
 6. Contractor's Purchase Order(s): Copy for ALL equipment. The copy furnished only needs to show quantity ordered, part number, equipment description, and name and address of vendor.
 7. Normal Operating Instructions: Provide sufficient information that will permit a journeyman mechanic to adjust, startup, operate, and shutdown the equipment. Special startup precautions must be noted as well as other action items required before the equipment is put into service.
 8. Preventative Maintenance: Detail information to cover routine and special inspection requirements, including field adjustments, inspections for wear, adjustment changes, packing wear, lubrication points, frequency and specific lubrication type required, cleaning of the unit and type of solvent to use, and such other measures as are applicable.
 9. Scale and Corrosion Control: Detailed information covering the prevention and removal of scale and corrosion.
 10. Trouble Shooting Procedures: Detailed information and procedures for detecting and isolating malfunctions and detail information concerning probable causes and applicable remedies.
 11. Removal and Installation Instructions: Detailed information concerning the logical sequence of steps required to remove and install the item including instructions for the use of special tools and equipment.

12. Disassembly and Assembly Instructions: Detailed illustrations and text to show the logical procedure and provide the instructions necessary to disassemble and assemble the unit properly. The text shall include all checks and special precautions as well as the use of special tools and equipment required to perform the assembly or disassembly.
13. Repair Instructions: Detailed repair procedures to bring the equipment up to the required operating standard including instruction for examining equipment and parts for needed repairs and adjustments, and tests or inspections required to determine whether old parts may be reused or must be replaced.
14. Warranties and Guarantees: Within each tabbed section of the O&M, include an executed copy of the specified warranty/guarantee covering the particular system, equipment item, or material.
 - a. This is to include both the manufacturer's warranty and the installing contractor's guarantee for workmanship and system operation. This copy of the particular warranty/guarantee is in addition to the original signed copies that are to be bound together separately. This binder shall be transmitted to the Owner when complete.
 - b. The Owner shall be provided with a separate binder containing all original project warranties and guarantees.
15. Training of Owner Personnel: Documentation of training of Owner's Personnel regarding operation of particular systems shall be included within the tabbed section for that particular system. Such documentation shall include identification of parties receiving training and date(s) of training.
16. Final inspection and deficiency corrections.
17. Prior to date of substantial completion, arrange for the Architect and Owner's representative to meet with the Contractor at the site to determine which (if any) samples or mock-ups are to be transmitted to the Owner for record purposes.
18. The Contractor shall incorporate all commissioning and closeout documentation and/or verification not included in the O&M manuals. This document is intended to be a consolidation of documentation and verification for the project commissioning and closeout process.
19. With all the above listed items, give particular attention to concealed products and portions of the work that are not clearly identified in the original submittal or cannot otherwise be readily discerned at a later date by direct observation. Cross reference to change orders and markup of record drawings and specifications.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: In addition to requirements in this Section and Paragraph 2.2F, include product maintenance data required in individual Specification Sections. Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.

4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION




- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- F. Comply with Section 01 77 00 - Closeout Procedures for schedule for submitting operation and maintenance documentation.

END OF SECTION

12 50 00 Furnishings and Layout Plan

University of Oregon – Lewis Integrative Science Building
 Furniture Specifications – Phase 1
 April 24, 2012

FURNITURE SPECIFICATIONS: PHASE 1

<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)*</u>
CH-1			Café chair Options a, b, c are approved for CH-1. Provide a bid cost that includes one of the options.	8	Mid-Level Landing M100
	Option a		Manufacturer: Hightower Model: Pause Model #: MO-866134 Style: Wood seat and back – Laminate surface Size: 20-3/4" w x 20-3/4" d x 31-1/2" h, 17-3/4" sh Laminate Finish: U125WV Dark Grey or U1200WV Sort Black. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: Mirror Chrome Note: Glides for polished concrete floor		
	Option b		Manufacturer: Herman Miller Model: Eames Molded Plywood Dining Chair with Metal Base Model #: DCM Style: Non upholstered shell with metal legs Size: 20-1/2" w x 20-1/2" d x 29-1/2" h, 17-1/2" sh Wood Finish: EN Ebony Base Finish: 47 Trivalent Chrome Note: Glides for polished concrete floor		
	Option c		Manufacturer: American Seating Model: The Original 40/4 Stack Chair Model #: 10D DR4040WN (non-ganging) Style: Wood veneer seat and back with sled base Size: 19-3/4" w x 22" d x 30" h, 17-3/4" sh Wood Veneer Finish: X04 Onyx (Colori Finish) Base Finish: C Chrome Plated 10D Note: Glides for polished concrete floor		

12 50 00 Furnishings and Layout Plan

University of Oregon – Lewis Integrative Science Building
 Furniture Specifications – Phase 1
 April 24, 2012

FURNITURE SPECIFICATIONS: PHASE 1

<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)*</u>
CH-2			<p>Conference chair Options a, b, c are approved for CH-2. Provide a bid cost that includes one of the options with the COM fabric.</p>	78	Meeting Room 217, 317, 417, Conference Room B002
			<p>COM fabric (applies to Options a and c) Manufacturer: Knoll Textiles Style: Quark K781 Color: Carbon 7 Width: 54" Content: 54% Polyester, 37% Cotton, 9% Nylon Backing: Acrylic Repeat: approx. 7-1/2" v, 4-1/2" h Durability: 50,000+ double rub Std. Finish: Teflon Soil and Stain Repellent</p>		
	Option a		<p>Manufacturer: Hightower Model: Pause Model #: 8661 Style: Wood back – Laminate surface seat back and upholstered seat Size: 20-3/4" w x 20-3/4" d x 31-1/2" h, 17-3/4" sh Laminate Finish: U125VV Dark Grey or U1200VV Sort Black. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: Mirror Chrome Note: Glides for carpeted floor Seat fabric: COM</p>		
	Option b		<p>Manufacturer: Herman Miller Model: Caper Chair Model #: WC420N Style: Mesh seat and plastic molded back w/o arms, stackable Size: 24-1/4" w x 18-1/2" d x 32" h, 18" sh Mesh finish (seat): Flexnet Black 6V01 Shell Finish (back): Black BK Base Finish: MS Metallic Silver Note: Glides for carpeted floor</p>		
	Option c		<p>Manufacturer: American Seating Model: The Original 40/4 Stack Chair Model #: DR4040UN (non-ganging) Style: Upholstered seat and wood back with sled Base Size: 19-3/4" w x 22" d x 30" h, 17-3/4" sh Wood Veneer Finish: X04 Onyx (Colori Finish) Base Finish: C Chrome Plated 10D Note: Glides for carpeted floor Seat fabric: COM</p>		

12 50 00 Furnishings and Layout Plan

University of Oregon – Lewis Integrative Science Building
 Furniture Specifications – Phase 1
 April 24, 2012



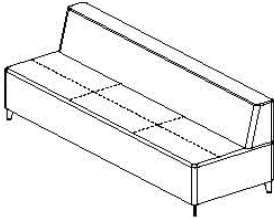
FURNITURE SPECIFICATIONS: PHASE 1

<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)*</u>
CH-3			<p>Lounge chair Options a, b, c are approved for CH-3. Provide a bid cost that includes one of the options with the COM fabric.</p>	6	Mid-Level Landing M100, Atrium L200
			<p>COM fabric (applies to Options a, b and c) Manufacturer: Knoll Textiles Style: Biota K1297 Color: Symbiotic 10 Width: 55 inches Content: 100% Recycled polyester Backing: Recycled polyester Durability: 100,000+ double rubs (Wyzenbeek method) Repeat: approx. 9" v, 14" h Custom Applied Finish: Nano-Tex™</p>		
	Option a		<p>Manufacturer: Coalesse Model: Bob Chair Model #: 216 Style: Lounge chair Size: 35"w x 34-1/4"d x 31-3/4"h, 17"sh, 21-3/4"ah Custom: Fixed base; no swivel action Base Finish: 8040 Aluminum Matte Polished Note: Glides for polished concrete floor Fabric: COM</p>		
	Option b		<p>Manufacturer: Hightower Model: Happy Model #: S-1050S Style: Lounge chair w/ 5 star base Size: 31"w x 29-1/4"d x 29-1/2"h, 17-1/2"sh, 19"ah Custom: Fixed base; no swivel action Base Finish: Silver powder coated Note: Glides for polished concrete floor Fabric: COM</p>		
	Option c		<p>Manufacturer: Keilhauer Model: Doon Model #: 1611 Style: Lounge chair Size: 31"w x 31-3/4"d x 31-1/4"h, 17"sh, 24" ah Base Finish: Chrome Note: Glides for polished concrete floor Fabric: COM</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)*</u>
S-1			<p>Lounge sofa Options a and b are approved for S-1. Provide a bid cost that includes one of the options with the COM fabric.</p>	6	Mid-Level Landing M100, Atrium H301, L306
			<p>COM fabric (applies to Options a and b) Manufacturer: Paul Brayton Style: Allmost Matte Color: AMT-773 Cinnabar Width: 54" Content: 100% Nylon Durability: 250,000+ double-rubs</p>		
	Option a		<p>Manufacturer: Davis Model: Kontour Lounge Sofa Model #: KT-3000 Style: Three-seater straight full back Size: 89-1/2"w x 30-3/8"d x 29-3/8"h, 16-3/8"sh Fabric: COM Base Finish: Chrome Note: Glides for polished concrete floor</p>		
	Option b		<p>Manufacturer: Custom</p> <p>Three Seater Overall size: 89-1/2"W, 30-3/8"D, 29-3/8"H Seat: 89-1/2"W, 20"D Seat height: 16-3/4" Fabric: COM</p> <p><u>General Fabrication Specifications</u> Support Capability: Able to support evenly distributed 50-lb. per square foot static load or 300-lb. concentrated load without failure or impairment.</p> <p>Quality Assurance: Comply with the following regulatory requirements (meet or exceed):</p> <ul style="list-style-type: none"> • California Technical Bulletin #117 • ASTM D-3574 (foam components) • ANSI/BIFMA X5.1, X5.5 & X5.7 (safety & durability) <p>Warranty: Agree to repair or replace furniture that fails in materials or workmanship within a warranty period of five (5) years. Failures include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Structural failures, including excessive deflection • Faulty operation of hardware • Deterioration of finishes, seams, and other materials beyond normal wear. 		

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Materials: All materials, construction and finishing shall be of the highest quality to produce movable commercial furniture that is equal or superior to the industry standard for heavy use.




- Structure: Seats and backs constructed of kiln-dried CNC machine cut $\frac{3}{4}$ " , 7 ply hardwood plywood with slots and tabs that are bonded with both glue and mechanical fasteners. Comply with WIC "Custom" quality standard.
- Seat, Back and Arms: Tight/monolithic construction, no loose, semi-attached or attached cushions. Arm & seat sections bolted together.
- Foam: Multi-density foam with Dacron overlay. Core foam density 2.5 lbs/cubic ft.
- Upholstery: All edges are slightly rounded. Quilted seat as shown; double needle and top stitch details.
- Ganging: Onboard, swiveling, ganging brackets on all units, pre-mounted. Devices shall be concealed from view and will not damage the upholstery.
- Legs: 1-1/2" square stainless steel metal with no visible welds, securely mechanically fastened to the bottom of each lounge unit with bolts and t-nuts concealed from view. Each leg in brushed stainless steel finish, with plastic glide.
- Shop drawings: Fabricator to provide complete construction drawings for approval prior to manufacturing.



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FURNITURE SPECIFICATIONS: PHASE 1

ITEMS	OPTION	IMAGE	DESCRIPTION	QTY	LOCATION(S)*
S-2			<p>Modular lounge sofa Options a and b are approved for S-2. Provide a bid cost that includes one of the options with the COM fabric.</p> <p>COM fabric (applies to Options a and b) Manufacturer: Paul Brayton Style: Almost Matte Color: AMT-773 Cinnabar Width: 54" Content: 100% Nylon Durability: 250,000+ double-rubs</p>	2	<p>Atrium L200 (2 sofas are mirror-image of each other, see furniture plan)</p>
	Option a		<p>Manufacturer: Davis Model: Kontour Lounge Sofa Model #: KT-3100-L, KT-3100R, KT-3500 (L or R). Verify model numbers required for layouts indicated on furniture installation plans. Style: (2) three-seater with 2/3 back and (1) three-seater with zig- zag back Size: 89-1/2" w x 30-3/8" d x 29-3/8" h, 16-3/8" sh (each piece) Fabric: COM Base Finish: Chrome Note: Glides for polished concrete floor</p>		
	Option b		<p>Manufacturer: Custom</p> <p>Modular Overall size: 268-1/2"W, 30-3/8"D, 29-3/8"H Made up of (2) Three Seaters with 2/3 backs, and (1) Three Seater with Zig Zag back.</p> <p>Seat at 3-Seater with 2/3 back: 89-1/2"W, 20"D Seat at 3-Seater with zig-zag back: 50" to 29-1/4"W, 20"D Seat height: 16-3/4" Fabric: COM</p>		
			<p>See General Fabrication Specifications for Lounge Sofa S-1.</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
T-1			<p>Café table Options a, b, c are approved for T-1. Provide a bid cost that includes one of the options with the COM plastic laminate.</p> <p>COM Plastic Laminate (for Options a, b and c) Manufacturer: Nevamar Color: Sienna Essence ES2003T (textured) Finish: Armored Protection™</p>	2	Mid-Level Landing M100
	Option a		<p>Manufacturer: Knoll Model: Equity Table Model #: ET1ST36 Style: Square Café Table Size: 36" w x 36" d x 29" h Plastic laminate top: COM PVC Edge: Medium Grey 115 or Jet Black 111. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: 613 Silver Note: Glides for polished concrete floor</p>		
	Option b		<p>Manufacturer: Herman Miller Model: Eames Table Universal Base Square Model #: ET105L Style: Square Café Table Size: 36" w x 36" d x 28-1/2" h Plastic laminate top: COM PVC Edge: Medium Tone MT or Black Umber BU. Final color selection to be confirmed to dealer when bid is awarded. Column Finish: Black Note: Glides for polished concrete floor</p>		
	Option c		<p>Manufacturer: Berco Table Model#: XS-3636 Base Model#: 853D36 Style: Square Café Table Size: 36" w x 36" d x 29" h Plastic laminate top: COM PVC Type: P-14 (Specialty PVC) PVC Edge: Graphite E06 or Ebony E10. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: Satin Chrome C29 Note: Glides for polished concrete floor</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
T-2			<p>Occasional table Options a, b, c are approved for T-2. Provide a bid cost that includes one of the options with the COM table top.</p> <p>COM Table Top (for Options a, b and c) Manufacturer: Paperstone Color: Gunmetal Thickness: 3/4" Finish: Matt Mfge: Osmo Type: Topoil (high Solid) Note: Finish to be commercial grade, high performance stain resistant finish application for food/drinks usage. Apply per manufacturer's product information, see attached</p>	7	Mid-Level Landing M100, Atrium L200, H301, L306, L408
	Option a		<p>Manufacturer: Krug Model: Carlyle (base only, top provided by others) Model #: CAR4-42-21-16 Style: Coffee Table Size: 42"w x 21"d x 16"h Top Finish: COM Base Finish: Silver Metallic Note: provide support for Paperstone as required</p>		
	Option b		<p>Manufacturer: Agati Model: Roland Occasional Table Model #: ROL-TBL-4824-18 Style: Coffee Table Size: 48"w x 24"d x 18"h Top Finish: COM Base Finish: Stainless Steel Note: provide support for Paperstone as required</p>		
	Option c		<p>Manufacturer: Custom Style: Coffee Table Size: 48"w x 22"d x 17"h Base Finish: Brushed Stainless Steel Top Finish: COM Notes: - Provide support for Paperstone as required - Fabricator to provide shop drawings for designer's approval. - Fabricator to provide mock-up table for designer's approval. - Custom fabricate per attached drawing.</p>		

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FURNITURE SPECIFICATIONS: PHASE 1

<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
T-4			<p>Conference Table Provide a bid cost to fabricate for the quantities described.</p> <p>Manufacturer: Custom See attached drawings Overall size: 14'-0" L, 4'-6" W, 2'5" H</p> <p><u>General Fabrication Specifications</u></p> <p>Support Capability: Able to support evenly distributed 50-lb. per square foot static load or 300-lb. concentrated load without failure or impairment.</p> <p>Quality Assurance: Comply with the following regulatory requirements (meet or exceed):</p> <ul style="list-style-type: none">• California Technical Bulletin #117• ANSI/BIFMA X5.1, X5.5 & X5.7 (safety & durability)• AWI/AWMAC (QSI) Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturer's Association of Canada; 2005, 8th edition, Version 2.0 <p>Warranty: Agree to repair or replace furniture that fails in materials or workmanship within a warranty period of five (5) years. Failures include, but are not limited to, the following:</p> <ul style="list-style-type: none">• Structural failures, including excessive deflection• Faulty operation of hardware• Deterioration of finishes, seams, and other materials beyond normal wear. <p>Materials: All materials, construction and finishing shall be of the highest quality to produce movable commercial furniture that is equal or superior to the industry standard for heavy use.</p> <ul style="list-style-type: none">• Structure: Tabletop composed of 1 ½" vertical caramelized bamboo sheet as manufactured by Bamboo Revolution; tabletop is to be removable in two sections, per drawings. Legs and support beam to be a lamination of two layers of vertical caramelized bamboo sheet as manufactured by Bamboo Revolution. Integral cable management to be ¾" vertical caramelized bamboo sheet as	3	Meeting Room 217, 317, 417

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- manufactured by Bamboo Revolution. Comply with WIC "Custom" quality standard.
- Finish: AWI Architectural Woodwork Quality Standards. Commercial grade clear coat, conversion varnish, premium quality 30 satin sheen at 30-50 degrees. Provide finish sample for approval prior to fabrication.
- Fasteners: Of size and type to suit application; stainless steel finish in concealed locations and brushed stainless in exposed locations.
- Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use. Use wood glue that has a VOC content of 30 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- Accessories: Provide Mockett WM11A Flexible Tube Wire Manager. Color: Black, 25ft length per table.
- Shop drawings: Fabricator to provide complete construction drawings for approval prior to manufacturing. Indicate materials, component profiles, fastening methods, jointing details, accessories to a minimum scale of 1 ½" to 1 ft.

T-5



Conference table

Provide a bid cost to fabricate for the quantities described.

Manufacturer: Custom
See attached drawings
Overall size: 8'-0" L, 3'-0" W, 2'5" H

See General Fabrication Specifications for Conference Table T-4.

1 Conference Room B002




General Notes:

1. Location(s) noted are for quick reference only. See furnishing floor plans for all locations.
2. Furniture images attached are style reference only. Adhere to specification for actual model, finishes and fabrics.
3. Dealer is responsible for verifying quantities shown on installation plans. Notify designer if there are any discrepancies from specifications.

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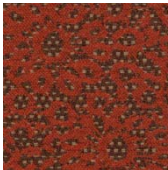



FURNITURE SPECIFICATIONS: PHASE 2 PRIORITY

<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
CH-1			Café chair Options a, b, c are approved for CH-1. Provide a bid cost that includes one of the options.	8	Basement Lobby BL001
	Option a		Manufacturer: Hightower Model: Pause Model #: MO-866134 Style: Wood seat and back – Laminate surface Size: 20-3/4" w x 20-3/4" d x 31-1/2" h, 17-3/4" sh Laminate Finish: U125VV Dark Grey or U1200VV Sort Black. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: Mirror Chrome Note: Glides for polished concrete floor		
	Option b		Manufacturer: Herman Miller Model: Eames Molded Plywood Dining Chair with Metal Base Model #: DCM Style: Non upholstered shell with metal legs Size: 20-1/2" w x 20-1/2" d x 29-1/2" h, 17-1/2" sh Wood Finish: EN Ebony Base Finish: 47 Trivalent Chrome Note: Glides for polished concrete floor		
	Option c		Manufacturer: American Seating Model: The Original 40/4 Stack Chair Model #: 10D DR4040WN (non-ganging) Style: Wood veneer seat and back with sled base Size: 19-3/4" w x 22" d x 30" h, 17-3/4" sh Wood Veneer Finish: X04 Onyx (Colori Finish) Base Finish: C Chrome Plated 10D Note: Glides for polished concrete floor		

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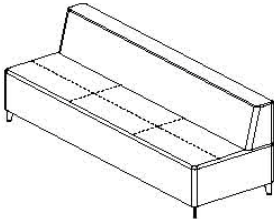
FURNITURE SPECIFICATIONS: PHASE 2 PRIORITY

<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
CH-3			<p>Lounge chair Options a, b, c are approved for CH-3. Provide a bid cost that includes one of the options with the COM fabric. It must match your Phase 1 selected option.</p>	10	Basement Lobby BL001, Mid-Level Landing M100, Atrium H301, L306, L408
			<p>COM fabric (applies to Options a, b and c) Manufacturer: Knoll Textiles Style: Biota K1297 Color: Symbiotic 10 Width: 55 inches Content: 100% Recycled polyester Backing: Recycled polyester Durability: 100,000+ double rubs (Wyzenbeek method) Repeat: approx. 9" v, 14" h Custom Applied Finish: Nano-Tex™</p>		
	Option a		<p>Manufacturer: Coalesse Model: Bob Chair Model #: 216 Style: Lounge chair Size: 35" w x 34-1/4" d x 31-3/4" h, 17" sh Custom: Fixed swivel base Base Finish: 8040 Aluminum Matte Polished Note: Glides for polished concrete floor Upholstered fabric: COM</p>		
	Option b		<p>Manufacturer: Hightower Model: Happy Model #: S-1050S Style: Lounge chair w/ 5 star base Size: 31" w x 29-1/4" d x 29-1/2" h, 17-1/2" sh Custom: Fixed swivel base Base Finish: Silver powder coated Note: Glides for polished concrete floor Upholstered fabric: COM</p>		
	Option c		<p>Manufacturer: Keilhauer Model: Doon Model #: 1611 Style: Lounge chair Size: 31" w x 31-3/4" d x 31-1/4" h, 17" sh Base Finish: Chrome Note: Glides for polished concrete floor Upholstered fabric: COM</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)*</u>
S-1			<p>Lounge sofa Options a and b are approved for S-1. Provide a bid cost that includes one of the options with the COM fabric. It must match your Phase 1 selected option.</p>	1	Basement Lobby BL001
			<p>COM fabric (applies to Options a and b) Manufacturer: Paul Brayton Style: Almost Matte Color: AMT-773 Cinnabar Width: 54" Content: 100% Nylon Abrasion: 250,000+ double-rubs</p>		
	Option a		<p>Manufacturer: Davis Model: Kontour Lounge Sofa Model #: KT-3000 Style: Three-seater straight full back Size: 89-1/2"w x 30-3/8"d x 29-3/8"h, 16-3/8"sh Fabric: COM Base Finish: Chrome Note: Glides for polished concrete floor</p>		
	Option b		<p>Manufacturer: Custom Three Seater Overall size: 89-1/2"W, 30-3/8"D, 29-3/8"H Seat: 89-1/2"W, 20"D Seat height: 16-3/4" Fabric: COM</p> <p>See General Fabrication Specifications for Lounge Sofa S-1.</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
T-1			<p>Café table Options a, b, c are approved for T-1. Provide a bid cost that includes one of the options with the COM plastic laminate top. It must match your Phase 1 selected option.</p> <p>COM Plastic Laminate (for Options a, b and c) Manufacturer: Nevamar Color: Sienna Essence ES2003T (textured) Finish: Armored Protection™</p>	2	Basement Lobby BL001
	Option a		<p>Manufacturer: Knoll Model: Equity Table Model #: ET1ST36 Style: Square Café Table Size: 36" w x 36" d x 29" h Plastic laminate top: COM PVC Edge: Medium Grey 115 or Jet Black 111. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: 613 Silver Note: Glides for polished concrete floor</p>		
	Option b		<p>Manufacturer: Herman Miller Model: Eames Table Universal Base Square Model #: ET105L Style: Square Café Table Size: 36" w x 36" d x 28-1/2" h Plastic laminate top: COM PVC Edge: Medium Tone MT or Black Umber BU. Final color selection to be confirmed to dealer when bid is awarded. Column Finish: Black Note: Glides for polished concrete floor</p>		
	Option c		<p>Manufacturer: Berco Table Model#: XS-3636 Base Model#: 853D36 Style: Square Café Table Size: 36" w x 36" d x 29" h Plastic laminate top: COM PVC Type: P-14 (Specialty PVC) PVC Edge: Graphite E06 or Ebony E10. Final color selection to be confirmed to dealer when bid is awarded. Base Finish: Satin Chrome C29 Note: Glides for polished concrete floor</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
T-2			<p>Occasional table Options a, b, c are approved for T-2. Provide a bid cost that includes one of the options with the COM table top. It must match your Phase 1 selected option.</p> <p>COM Table Top Manufacturer: Paperstone Color: Gunmetal Thickness: 3/4" Finish: Matt Mfge: Osmo Type: Topoil (high Solid) Note: Finish to be commercial grade, high performance stain resistant finish application for food/drinks usage. Apply per manufacturer's product information, see attached</p>	1	Basement Lobby BL001
	Option a		<p>Manufacturer: Krug Model: Carlyle (base only, top provided by others) Model #: CAR4-42-21-16 Style: Coffee Table Size: 42"w x 21"d x 16"h Top Finish: COM Base Finish: Silver Metallic Note: provide support for Paperstone as required</p>		
	Option b		<p>Manufacturer: Agati Model: Roland Occasional Table Model #: ROL-TBL-4824-18 Style: Coffee Table Size: 48"w x 24"d x 18"h Top Finish: COM Base Finish: Stainless Steel Note: provide support for Paperstone as required</p>		
	Option c		<p>Manufacturer: Custom Style: Coffee Table Size: 48"w x 22"d x 17"h Base Finish: Brushed Stainless Steel Top Finish: COM Notes: - Provide support for Paperstone as required - Fabricator to provide shop drawings for designer's approval. - Fabricator to provide mock-up table for designer's approval. - Custom fabricate per attached drawing.</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
T-3			<p>Occasional table Options a, b, c are approved for T-3. Provide a bid cost that includes one of the options with the COM table top. It must match your Phase 1 selected option for T-2.</p> <p>COM Table Top (option for a, b and c) Manufacturer: Paperstone Color: Gunmetal Thickness: 3/4" Finish: Matt Mfge: Osmo Type: Topoil (high Solid) Note: Finish to be commercial grade, high performance stain resistant finish application for food/drinks usage. Apply per manufacturer's product information, see attached</p>	1	Mid-Level Landing M100
	Option a		<p>Manufacturer: Krug Model: Carlyle (base only, top provided by others) Model #: CAR4-42-21-16 Style: Coffee Table Size: 24"w x 24"d x 22" h Top: COM noted above Base Finish: Silver Metallic Glides: for polished concrete floor Note: provide support for Paperstone as required</p>		
	Option b		<p>Manufacturer: Agati Model: Roland Occasional Table Model #: ROL-TBL-OCC-2424-21 Style: Side Table Size: 24"w x 24"d x 21"h Top Finish: COM Base Finish: Stainless Steel Note: provide support for Paperstone as required</p>		

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<u>ITEMS</u>	<u>OPTION</u>	<u>IMAGE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>LOCATION(S)</u>
	Option c		Manufacturer: Custom Style: Coffee Table Size: 24" w x 24" d x 22" h Top: COM noted above Base Finish: Brushed Stainless Steel Glides: for polished concrete floor Notes: <ul style="list-style-type: none">- Provide support for Paperstone as required- Fabricator to provide shop drawings for designer's approval.- Fabricator to provide mock-up table for designer's approval.- Custom fabricate per attached drawing.		

General Notes:

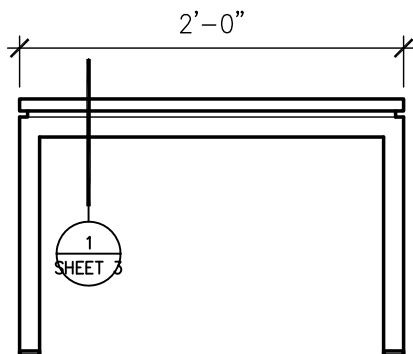
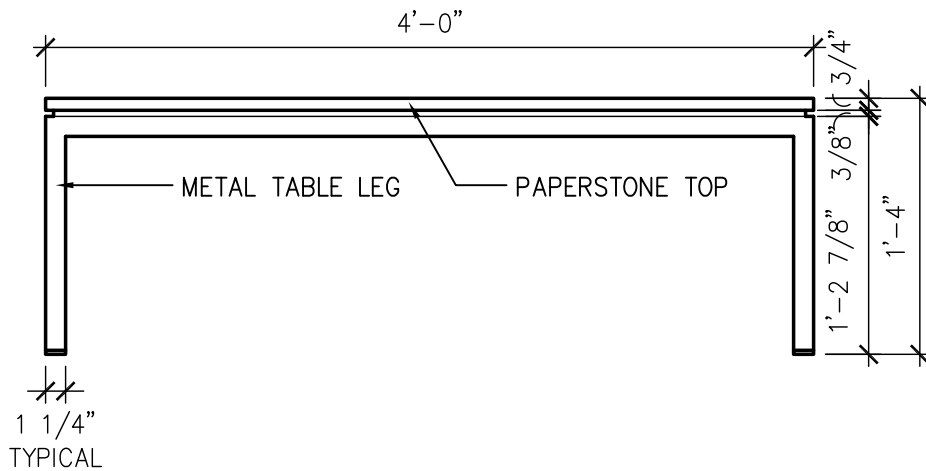
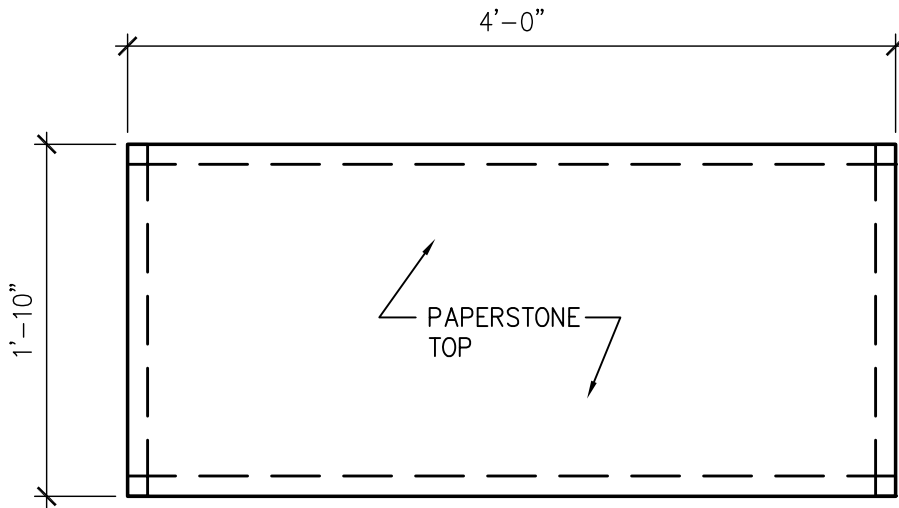
1. Location(s) noted are for quick reference only.
2. Furnishings installation plans show all locations and take precedent over locations noted in this document. Dealer is responsible for verifying quantities shown on installation plans. Notify designer if there are any discrepancies from specifications.
3. Furniture images attached are style reference only. Adhere to specification for actual model, finishes and fabrics.

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Furnishings Specifications - Phase 1 & Phase 2 Priority

April 23, 2012

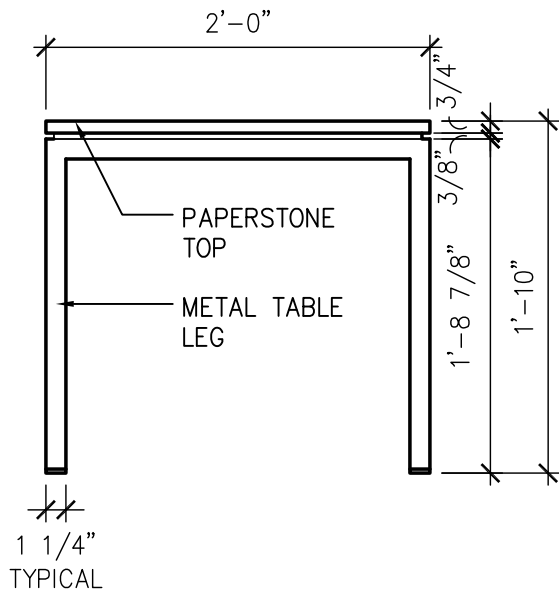
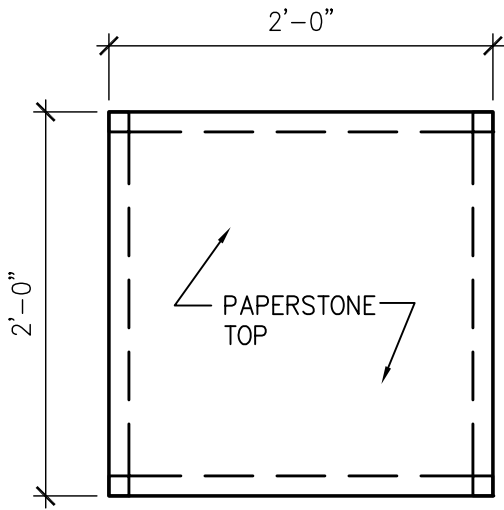


1 T-2 CUSTOM FURNTIURE

SCALE: 1" = 1'-0"

12 50 00 Furnishings and Layout Plans

University of Oregon - Lewis Integrative Science Building
Furnishings Specifications - Phase 2 Priority
April 23, 2012



1 T-3 CUSTOM FURNTIURE

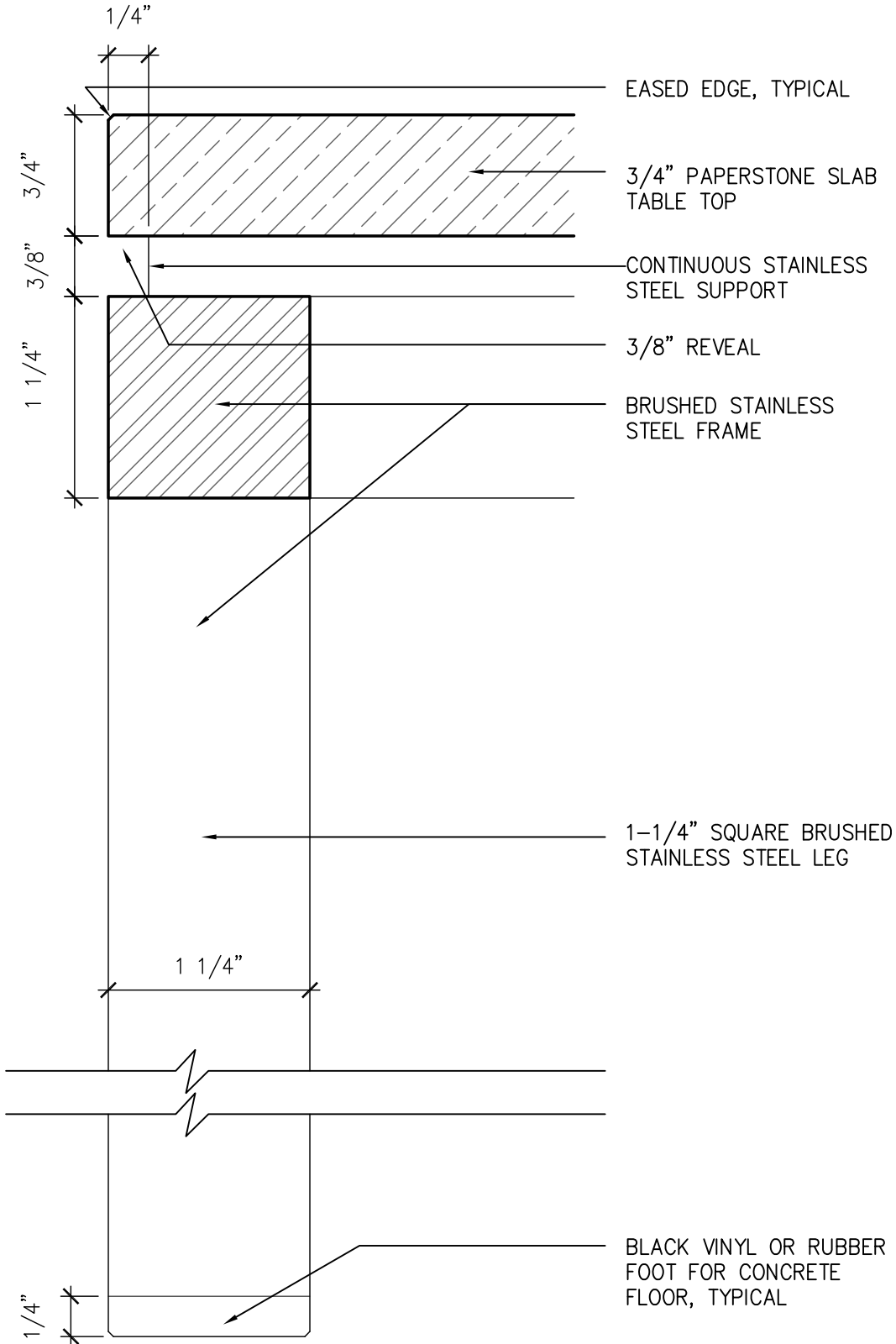
SCALE: 1" = 1'-0"

12 50 00 Furnishings and Layout Plans

University of Oregon - Lewis Integrative Science Building

Furnishings Specifications - Phase 1 & Phase 2 Priority

April 23, 2012



1 T-2 / T-3 OCCASIONAL TABLE DETAIL

Scale: 1' = 1'-0"

*

April 2003

TopOil High Solid

Matt wood finish for wooden kitchen work tops and general interior joinery

Description

Osmo TopOil is a micro-porous, clear and matt finish wood finish for wooden kitchen work tops and general interior joinery (table tops and furniture).

The Osmo TopOil surface is extremely tough and hard-wearing. It is water-repellent and dirt-resistant. The finish is resistant against wine, beer, cola, coffee, tea, fruit juices, milk and water etc. when dry according to DIN 68861 - 1C (German Industrial Norm).
Dirt can easily be removed without trace. Renovating, even partially, is easy. Just clean and re-treat worn areas: No sanding, no repair marks, no removal of previous TopOil finish.

Osmo TopOil is based on natural vegetable oils and waxes. It is micro-porous and does not crack, flake, peel or blister. Therefore it is an ideal treatment even in rooms with high humidity.

Osmo TopOil is very easy to apply: Only two thin coats no primer!). It is of a creamy consistence (thixotropic). The matt sheen can be intensified by slight polishing. Grain and texture of the wood are accentuated.

Product based on natural oil and wax

Osmo TopOil is based on natural vegetable oils and waxes. Natural oils and waxes penetrate deeply into the wood, keeping it elastic and healthy, and preventing it from getting dry and brittle. The wood is allowed to breathe. Moisture can evaporate. Shrinking and swelling are reduced.

Health and environment

Osmo TopOil does not contain biocides nor preservatives. It is safe for man, animal and plant when dry and complies with German DIN 53160 (fast to perspiration and saliva) and EURO-NORM EN 71 (suitable for children's toys). Test certificates available.

The principle of Osmo to manufacture and supply only products which are safe and environmentally friendly during production as well as for application resulted in the successful certification according to DIN EN ISO 9001 (quality management) and DIN EN ISO 14001 (environmental management) by the TÜV (Technical Control Board) Rheinland.



Uses

Wood finish for wooden kitchen work tops and general interior joinery (table tops and furniture).

For dark hardwood floors like Jatoba, Meranti, Wengé, Merbau, etc. use Osmo WOOD WAX FINISH No. 1001 Clear Extra Thin (Trial application recommended).

Colour shade

3058 clear, matt

If a transparent coloured finish is desired, mix with Osmo WOOD WAX FINISH OPAQUE (i. e. 10:1) for first coat or use Osmo WOOD WAX FINISH TRANSPARENT or Osmo HARDWAX-OIL WHITE FOUNDATION. Finish with Osmo TopOil clear.

No. of coats required

2 (no primer)
Renovation: 1 coat
Application by cloth: 3-4

Coverage

1 l = approx. 12 m², two coats
= approx. 20 m², renovation

Can sizes

0.5 litre can
Larger volumes please enquire.

Preparation

The wood, cork or OSB surface must be clean and dry (maximum moisture content 20 %).

Small dents and holes in the wood can be filled with Osmo Woodfiller. Only apply on frost free surface. Clean or lightly sand old micro-porous finishes.

Remove old varnishes (with Osmo PAINT REMOVER or by sanding).

If required, sand with fine grain before application (grain max. 150), remove dust carefully.

For wood tending to attract blue stain in moist surroundings (e.g. pine) a pre-treatment (all sides if possible) with biocide-free wax impregnation Osmo WOOD PROTECTOR is recommended.

Compatibility

Osmo TopOil can be applied over all Osmo Waxes (Hardwax-Oil), Osmo WOOD PROTECTOR and Osmo CLEAR OIL FINISH.

Corrosion

In rooms of high humidity the use of galvanised, non-oxidising nails and fasteners is recommended.

Method of application

Osmo TopOil is ready to use. Please do not thin - shake well before use.

Apply with a stiff, tight quality brush with tight fine bristles, e.g. Osmo HAND BRUSH (100 mm) or a dry cloth.

Apply first coat thinly, thoroughly and evenly along wood grain. Remove surplus. **Leave to dry over night** (at least 8-10 hours) **ensuring good ventilation**.

Apply second coat as above. Remove surplus and leave to dry at least 8-10 hours. Ventilate well.

If using a cloth, apply 3-4 thin coats.

For the inside of cupboards and drawers apply only 1 thin coat with a cloth and leave it to dry with good ventilation.

If a more satin finish is desired, apply Osmo LIQUID WAX CLEANER (also available as Spray) thinly and polish after drying with the Osmo POLISHING PAD.

Cleaning of tools

With Osmo Brush Cleaner (benzene-free) or white spirit.

Drying time

At least 8-10 hours - provide good ventilation (Osmo wood finishes dry by oxidation and therefore need air).

Dust dry - after approx. 6 hours.

For cork surfaces the drying time can be 24 hours or longer.

Care and maintenance

Surfaces treated with Osmo TopOil can be cleaned with water (containing Osmo WASH AND CARE).

For persistent stains, remove with Osmo LIQUID WAX CLEANER. This will also revive the appearance of the surface.

When the surface becomes a little dull apply a thin coat of Osmo TopOil.

12 50 00 Furnishings and Layout Plan

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Furniture Specifications - Phase 1 & Phase 2 Priority
April 24, 2012

Renovation

For renovation apply a thin coat of Osmo TopOil on clean, dry surface. This is also possible in hard used areas. No repair marks will be visible.

Storage

Can be stored up to 5 years or longer if can is full and tightly closed. If thickened by frost, it will regain its consistency under normal temperatures within 24 - 36 hours.

Ingredients

50-60 % solids (High Solid)

Base: natural vegetables oils and waxes (sunflower oil, soybean oil, thistle oil, - carnauba and candellila wax), paraffines.

Additives: siccatives (drying agents) and water-repellent additives.

Solvents: disaromatized white spirit (benzenefree - in compliance with purity demands of the European Pharmacopoeia).

Full declaration of ingredients upon request.

Technical Data

Specific gravity
(Density): 0.89 g/cm³

Viscosity: thixotropic, creamy

Odour: low odour (vegetable oil), odourless when dry.

Flashpoint: Flashpoint Setaflash
ASTM D >55°C

Caution

Keep out of reach of children. Do not fill into containers normally used for food and drink. Do not bring into contact with drinks, victuals and animal food. Work in areas with good ventilation. Contains 2-Butanonoxime. May produce an allergic reaction. The dried Hardwax-Oil is safe for human, animal and plant.

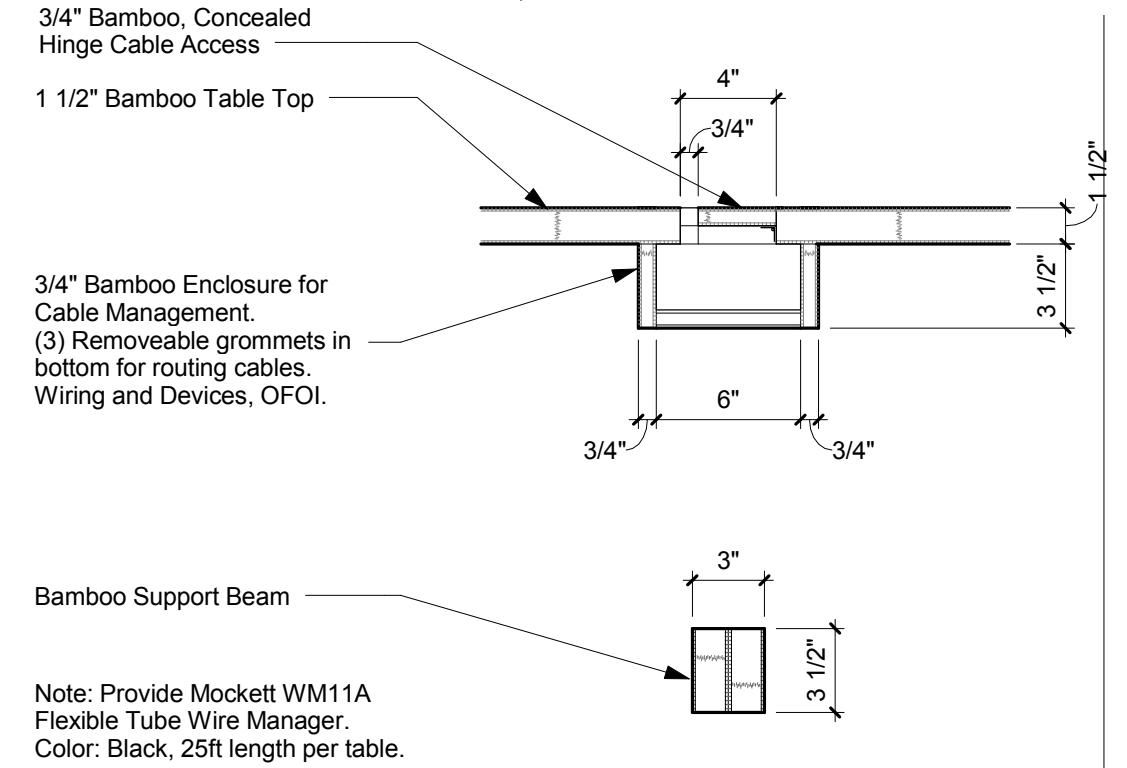
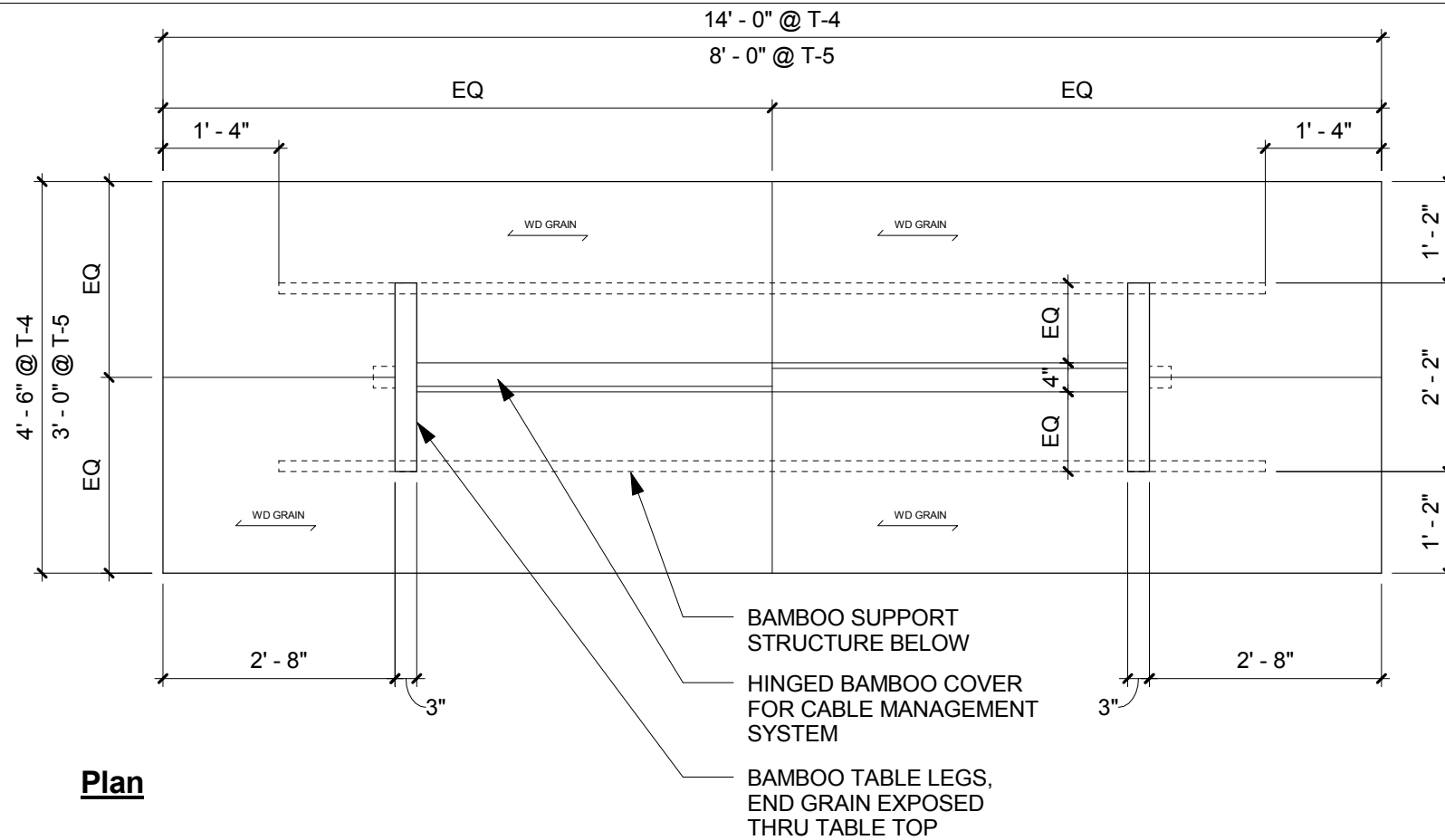
In case of contact with eyes rinse immediately with plenty of water.

Caution: Wash out any used cloth immediately or store in a airtight container (danger of spontaneous-combustion). Dried surface is hardly flammable according to TL A - 053.

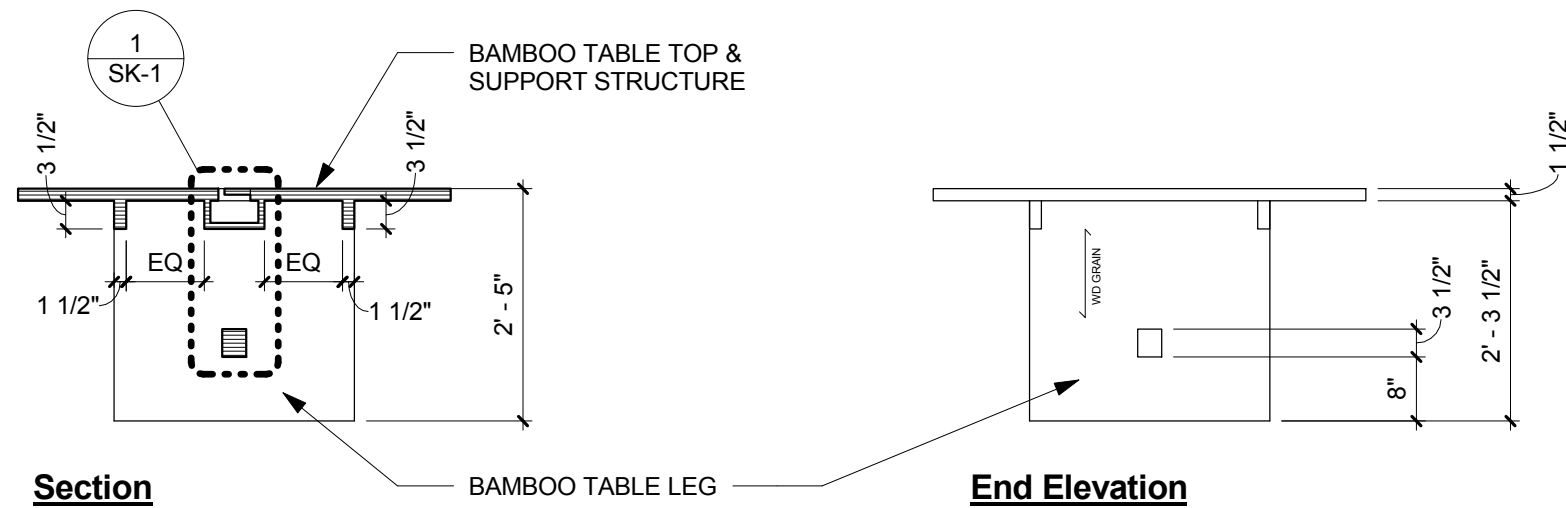
Fire characteristics in compliance with demands of German DIN 4102 (fire conduct of building materials and components) class B 2 (normal inflammability).

The above information is given to the best of our knowledge but without liability.

Osmo Holz und Color GmbH & Co. KG, Affhüppen Esch 12, D- 48231 Warendorf
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1 Conf Table_Cable Management Dtl
 SK-1 1 1/2" = 1'-0"

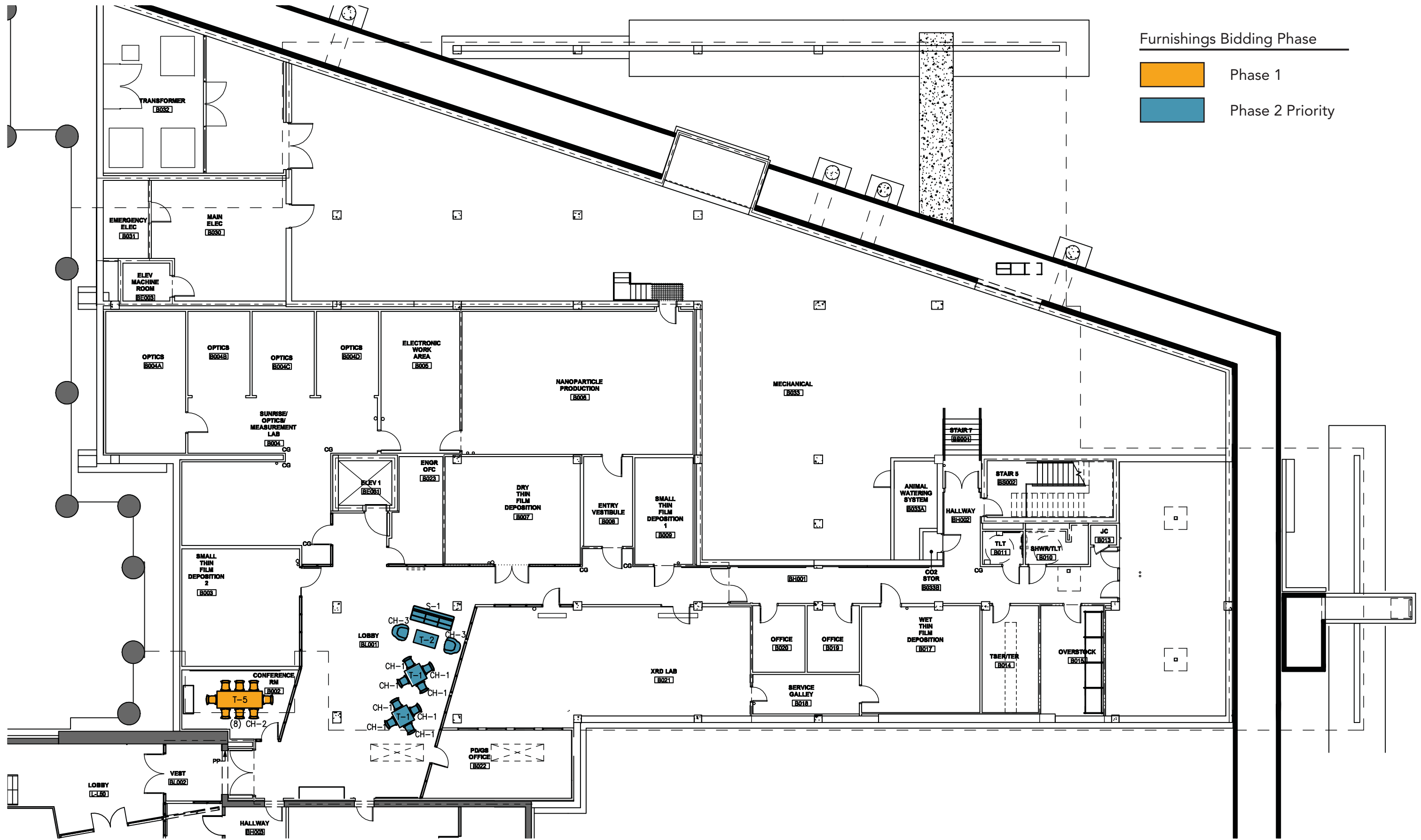


DESCRIPTION: Custom Bamboo Conference Table
 ISSUING DOCUMENT: SK - 1
 DATE: 4/13/2012
 REVISED DRAWING: SK-1
 SCALE: As indicated

PROJECT: UNIVERSITY OF OREGON - LEWIS INTEGRATIVE SCIENCE BUILDING
 PROJECT NO.: 108803

HDR
 ARCHITECTURE, INC.
 1001 SW 5TH AVE, SUITE 1900
 PORTLAND, OR 97204

THA
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 733 S.W. OAK ST.
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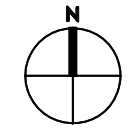


Furnishings Bidding Phase

- Phase 1
- Phase 2 Priority

1 BASEMENT FURNITURE INSTALLATION PLAN - PHASE 1 & PHASE 2 PRIORITY

SCALE: 1/16" = 1'-0"



4/23/2012

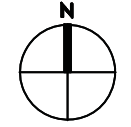


Furnishings Bidding Phases

- Phase 1
- Phase 2 Priority

1 MID-LEVEL LANDING & 2ND FLOOR FURNITURE INSTALLATION PLAN - PHASE 1 & PHASE 2 PRIORITY

SCALE: 1/16" = 1-0"



4/23/2012



1 3RD FLOOR FURNITURE INSTALLATION PLAN - PHASE 1 & PHASE 2 PRIORITY

SCALE: 1/16" = 1'-0"



4/23/2012

deca.ino DESIGN COLLABORATION



Furnishings Bidding Phases

- Phase 1
- Phase 2 Priority

1 4TH FLOOR FURNITURE INSTALLATION PLAN - PHASE 1 & PHASE 2 PRIORITY

SCALE: 1/16" = 1'-0"

