



INVITATION TO BID PROPOSALS # 2021-01B-FP

EOU GRAND STAIRCASE CONSTRUCTION PROJECT

ISSUE DATE: MARCH 10, 2023

MANDATORY MEETING & SITE VISIT:

Wednesday, March 22, 2023 at 1:00 PM
Main Entrance of Inlow Hall, EOU Campus
One University Blvd, La Grande, OR 97850

BID DUE DATE & TIME

Tuesday, April 11, 2023 at 2:00 PM via sealed bid
submission to bids@eou.edu

REQUEST FOR CLARIFICATIONS OR CHANGE OR PROTEST BID DOCUMENTS:

Must be received in writing by March 24, 2023 5:00 PM

PROJECT NUMBER 2021-01-FP

Eastern Oregon University is seeking Bid Proposals for the Project described below pursuant to this INVITATION TO BID. By submitting a Bid, the Bidder represents that they have carefully read the terms and conditions of this Bid Proposal, including all attachments and addenda, and agrees to be bound by them.

Contract Administrator

Sarah Hollenbeck, Capital Projects Manager
EOU Facilities & Planning Department
Phone: (541) 962-3181
Email: shollenbeck@eou.edu

Bid Proposal Administrator

Lowann Vanleuven, F&P Business Manager
EOU Facilities & Planning Department
Phone: (541) 962-3020
Email: bids@eou.edu

It is the Bidders's responsibility to continue to monitor the ORPU.org website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Bid to be considered non-responsive.

EOU Policy 3.15.01 – Procurement and Contracting of Goods and Services govern this solicitation unless otherwise referenced in this or stated.

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CERTIFICATION BY ARCHITECT

CERTIFICATION

I hereby certify that the plans and the Contract Documents were prepared by me or under my direct supervision and that I am duly registered under the laws of the State of Oregon

Professional
Architect's
License No. OR 2993

Specification Divisions:

Div 02 – Existing Conditions

Div 03 – Concrete

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Div 05 – Metals

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Div 31 - Earthwork



Signed

A handwritten signature in blue ink, reading "William S. Bailey", written over a horizontal line.

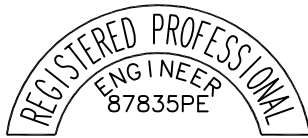
Date: 2/28/2023

CERTIFICATION BY CIVIL ENGINEER

CERTIFICATION

I hereby certify that the plans and the Contract Documents were prepared by me or under my direct supervision and that I am duly registered under the laws of the State of Oregon

Professional
Engineer's
License No. OR 87835PE



EXPIRES 12-31-2024

Signed

A handwritten signature in blue ink, appearing to read "Kristian McCombs", written over a horizontal line.

Date: 2/27/2023


CERTIFICATION BY STRUCTURAL ENGINEER

CERTIFICATION

I hereby certify that the plans and the Contract Documents were prepared by me or under my direct supervision and that I am duly registered under the laws of the State of Oregon

Professional
Engineer's
License No. OR 748578PE



Signed 

Date: 3/7/2023

CERTIFICATION BY ELECTRICAL ENGINEER

CERTIFICATION

I hereby certify that the plans and the Contract Documents were prepared by me or under my direct supervision and that I am duly registered under the laws of the State of Oregon

Professional
Engineer's
License No. OR 93353PE



Signed Katherine Cornelius

Date: 2/27/23

INVITATION FOR BIDS

Owner: Eastern Oregon University, La Grande, OR

Project: EOU Grand Staircase Construction Project

Sealed bids for the **EOU Grand Staircase Construction Project** will be received by the **Eastern Oregon University (EOU)** until **2:00 PM, Tuesday, April 11, 2023** at which time bids shall be immediately opened; however, the amounts of the Bids will not be read aloud at that time. Within two working hours after the date and time designated for Bid opening, the Bidder shall submit to EOU the First Tier Subcontractors Disclosure Form. If a First Tier Subcontractors Disclosure Form is not received by **4:00 PM** the Bid will be considered Non-Responsive. After the deadline for submitting First Tier Subcontractors Disclosure Form, the responsive Bid amounts will be publicly read aloud

Bids shall be clearly marked “**Grand Staircase Construction Project**”, showing the date and time of the bid the bid is due, and shall be delivered via email to bids@eou.edu on or before the above bid time. No faxed bids will be considered.

A **Mandatory Pre-Bid Conference** will be convened Wednesday, March 22, 2023 at 1:00 PM at Main Entrance of Inlow Hall, One University Blvd, La Grande, OR 97850.

Written requests for clarification or change or protests of the Bid Documents (defined below), including but not limited to the form of contract, must be received by March 24, 2023 at 5:00 PM.

- Should a Bidder find discrepancies in, or omissions from the Bid Documents, or should the Bidder be in doubt as to their meaning or believe that any aspect of the Bid Documents is improvident or unlawful or which may unnecessarily restrict competition, the Bidder should at once notify EOU in the form of a request for clarification, change, or protest. Only responses issued by formal written Addenda will be binding.
- The purpose of this request for clarification, change or protest procedure is to permit EOU time to correct, prior to the submission of Bids, aspects of the Bid Documents that may be improvident or unlawful, or which may unnecessarily restrict competition. This requirement is intended to eliminate, by permitting corrections prior to the submission of Bids, the waste of resources and delay that may result from the untimely detection of errors in the Bid Documents, possible protests, and possible rejection of Bids.
- EOU will consider each request for clarification, change, or protest and amend the Bid Documents accordingly if warranted and notify by written Addenda each prospective Bidder of any change. No other explanation or interpretation will be considered official or binding. Oral and other interpretations or clarification will be without legal effect.
- Any prospective Bidder who contends that the terms and conditions of the Bid Documents, including but not limited to the Contract, or any aspect of the selection process: (i) will encourage favoritism in the award of the Contract; (ii) will substantially diminish competition; (iii) will violate any other statute, regulation, policy, or law of any kind, including but not limited to EOU Policy 3.15.01 – Procurement and Contracting of Goods and Services; and/or (iv) are ambiguous, insufficient, or unfair for any reason must file a written protest.
- Protests must set forth the basis of the protest or request for clarification along with any proposed changes to the Bid Documents, including but not limited to the specifications or Contract terms. Failure to file a

protest by the time and date indicated above will be deemed a waiver of any claim by a Bidder that the selection process violates any of the items (i)-(iv) in Paragraph 6.5. Any protest that does not meet these requirements will not be considered.

- EOU will issue a written disposition of each such request for change or clarification and/or protest no less than three business days before Bids are due. If EOU agrees with the request or upholds the protest, in whole or in part, EOU may, in its sole discretion, issue an Addendum reflecting its disposition or take other appropriate action.
- Addenda may also be issued to modify the Bid Documents or Contract Documents as deemed advisable by EOU. EOU will post addenda, if any, on its website. It is each Bidder's responsibility to check the website frequently for updates and addenda.

Work will include: The removal and excavation of the existing Grand Staircase, including subgrade preparation and some minor structural fill. Cultural clearances will be included as part of the excavation.

Bid Procedures and Conditions, Bid Forms, Drawings, Specifications, and other Documents collectively referred to as the Bid Documents may be examined at the www.ORPU.org website. These are uncontrolled documents, and it is the sole responsibility of bidder to continue to monitor the www.ORPU.org website for Addenda. Failure to acknowledge any Addenda will be cause for being considered non-responsive.

[EOU Policy 3.15.01 – Procurement and Contracting for Goods and Services](#) govern this bid solicitation unless otherwise referenced or stated.

Each Bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. In determining the lowest qualified bidder, the Eastern Oregon University will, for the purpose of awarding the Contract, include a contractor proposed Bid Price, and add a percentage increase on the Bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.

The successful Bidder will be required to furnish separate Performance and Payment Bonds submitted on the prescribed forms for faithful performance of the Contract in the full amount of the Contract price. The Surety issuing the bond must hold a certificate of authority to transact surety business in Oregon.

The Eastern Oregon University reserves the right to reject any or all Bids for good cause, or any or all Bids upon a finding of the Owner that it is in the public interest to do so, to postpone the award of the Contract for a period not to exceed thirty (30) days, and to accept that Bid which is to the best interests of the Eastern Oregon University

For information regarding this project, contact the Sarah Hollenbeck, Capital Projects Manager, Eastern Oregon University Facilities & Planning Department, phone (541) 962-3181, email shollenbeck@eou.edu

END OF SECTION

INSTRUCTIONS FOR BIDDERS

1. Project Data & Information

- 1.1. Project: EOU Grand Staircase Construction Project
- 1.2. Project Location: La Grande, OR
- 1.3. Project Owner: Eastern Oregon University
- 1.4. Project Funding: ARPA Federal Funds and EOU CIR XI-Q Bond Funds
- 1.5. Project Starting and Completion Times:

Work is to commence within 7 days of the date of Notice to Proceed which is anticipated being on or before for early procurement items only **April 27, 2023. Construction may start upon package A completion or by June 30, 2023** and shall be substantially completed by **December 1, 2023.**

- 1.6. Liquidated Damages:

Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of **\$1,000** per day for each and every calendar day afterwards that the project remains uncompleted beyond the time limit set. Refer to Article II.B of the Section 004110 – Public Improvement Contract.

- 1.7. Bid Schedule:

The work is offered in one Bid schedule on a unit price basis, and proposed Contract Time basis. Each item is to be Bid and filled out. If a Bid item is not filled in, including the proposed Contract Time, the Bid may be considered non-responsive. No substitutions, alternate bids or partial bids are allowed, except as provided by written addenda from the Owner.

- 1.8. Owner's A/E Consultant:

Waterleaf Architecture 419 SW 11th Avenue, Portland, OR 97205

- 1.9. Retainage:

To ensure proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each progress payment until completion and acceptance of all work covered by this Contract.

- 1.10. Prevailing Wages:

This Contract is subject to prevailing wages under both the State of Oregon statutes and Davis-Bacon Act. The Contractor must pay the higher of the federal prevailing wage or the state prevailing wage. Refer to Article X.B of the Section 004110 – Public Improvement Contract.

- 1.11. Performance and Payment Bonds:

Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum. The cost of furnishing such bonds shall be included in the Bid. The surety issuing such bonds shall be licensed to issue bonds in the State of Oregon

2. Responsibility of Bidders

- 2.1. Bidder shall include all information in the Responsibility Inquiry Form in Section 00 40 00 – Bid Forms as part of the sealed bids.
- 2.2. Before submitting a bid, it is the responsibility of each bidder to:

- 2.2.1. Examine and carefully study the Solicitation Documents including but not limited to the drawings and specifications before submitting a bid.
- 2.2.2. Quantities appearing in the Bid Schedule are approximate and are provided for only the comparison of Bids. The Owner does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to Contractor will be made for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of the Work to be performed and Materials to be furnished may be increased, decreased, or omitted by the Owner. The Owner reserves the right to require changes it deems necessary or desirable within the Specifications means the general scope of the project.
- 2.2.3. Visit the site to (i) become familiar with and satisfy the Bidder as to the general, local site conditions that may affect cost, progress, performance or furnishing of the Work including by not limited to access, topography, weather and the kind and quality of materials to be encountered in excavation and (ii) perform such examination, investigation, explorations, tests, and studies necessary for the determination of its Bid for performance of the Work required at the prices bid and within the times committed to, and in accordance with the other terms and conditions of the Solicitation Documents. Each Bidder shall be conclusively presumed to have knowledge of the general, local and site conditions in the preparation of the Bid and in the execution of the Contract. Bidders should be aware that participation in the pre-Bid visit is mandatory.
- 2.2.4. Consider all federal, state, and local laws and regulations that may affect costs, progress, performance or furnishings of the Work, including but not limited to those laws and regulations in the numbered Sections and Exhibits referenced or contained in Solicitation Documents.
- 2.2.5. Consider the information known to the Bidder; information commonly known to contractors performing similar work, information and observations obtained from visits to the work sites; the Solicitation Documents, with respect to the effect of such information, observations and documents on (i) the cost, progress and performance of the Work; (ii) the means, methods, techniques, sequences and procedures for completing the Work; (iii) Bidder's safety precautions and programs
- 2.2.6. Become aware of the general nature of the operations of the general public, EOU and/or other contractors at various location that maybe related to the Work required for the completion of the Project.
- 2.2.7. Promptly notify EOU of all conflicts, errors, ambiguities, or discrepancies in or between the Bid Documents, Invitation to Bid (ITB), or all related documents contained in the Solicitation Documents.
- 2.2.8. When conflicts, errors, ambiguities, or discrepancies are discovered in or between the Bid Documents, ITB, and any other related documents, and when such conflicts have not been resolved through the interpretations of EOU in Section 3, Bidder shall include in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in the greater cost. Such greater cost shall be included in the Bid.
- 2.2.9. The submission of a bid will constitute an incontrovertible representation by Bidder (i) that Bidder has complied with every requirement of this Section 2, (ii) that without exception the Bid is premised upon performing and furnishing the design and Work required by the Solicitation Documents for this Project, and applying the specific means, methods, techniques, sequences, or procedures for the

completion of the Work that may be shown, indicated, or expressly required in the Solicitation Documents, (iii) that Bidder has given EOU written notice of all conflicts, errors, ambiguities and discrepancies in the Solicitation Documents and the written resolution thereof by EOU are acceptable to Bidder, and when said conflicts, etc., have not been resolved through the interpretations as described in Section 3, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with a most stringent requirement resulting in a greater cost, and (iv) that the Solicitation Documents are generally sufficient to indicate and convey understand of all terms and conditions for performing and furnishing the Work.

3. Request for Clarifications or Change, Solicitation Protests

- 3.1. Bidders desiring to submit a request for clarification, change or protest must make a request for such information in writing to EOU no later than **5:00 PM, March 24, 2023**.
- 3.2. Should a Bidder find discrepancies in, or omissions from the Solicitation Documents, or should the Bidder be in doubt as to their meaning or believes that any aspect of the Solicitation Documents is improvident or unlawful, or which may unnecessarily restrict competition, the Bidder should at once notify the EOU in the form of a request for clarification, change or protest. Only responses issued by formal written Addenda will be binding.
- 3.3. The purpose of this request for clarification, change or protest procedure is to permit EOU the time to correct, prior to submission of Bids, aspects of the Solicitation Documents that may be improvident or unlawful, or which may unnecessarily restrict competition. This requirement is intended to eliminate, by permitting corrections prior to the submissions of Bids, the waste of resources and delays that may result from the untimely detection of errors in the Solicitation Documents, possible protests, and possible rejection of Bids.
- 3.4. EOU will consider each request for clarification, change, or protest and amend the Solicitation Documents accordingly if warranted and notify by written Addenda each prospective Bidder of any change. No other explanation or interpretation will be considered official or binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.5. Any prospective Bidder who contends that the terms and conditions of the Solicitation Documents, including but not limited to the Contract, or any aspect of the solicitation process: (i) will encourage favoritism in the award of the Contract; (ii) will substantially diminish competition; (iii) will violate any other statute, regulation, policy, or law of any kind; and/or (iv) are ambiguous, insufficient, or unfair for any reason must file a written protest consistent with the procedures provided in EOU Policy 3.15.01.
- 3.6. Protests must set forth the basis of the protest or request for clarification along with any proposed changes to the Solicitation Documents, including but not limited to the specifications or Contract terms. Failure to file a protest by the date and time indicated will be deemed a waiver of any claim by a Bidder that the selection process violates any of these items in Section 3. Any protest that does not meet these requirements will not be considered.
- 3.7. EOU will issue a written disposition of each such request for change, clarification, and/or protest no less than three (3) business days before the Bids are due. If EOU agrees with the request or upholds the protest, in whole or in part, EOU may, in its sole discretion, issue an Addendum reflecting its disposition or take other appropriate action.

- 3.8. Addenda may also be issued to modify the Solicitation Documents or Contract Documents as deemed advisable by EOU. EOU will post addenda, if any, on the ORPU.org website. It is each Bidder's responsibility to check that website frequently for updates and addenda.

4. Bid Security

- 4.1. Each Bid must be accompanied by a Bid security made payable to EOU in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a cashiers check or certified check; irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or a Bid Bond as provided in the Procurement Forms.
- 4.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Intent to Award, whereon Bid security shall be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security, certificates of insurance and bonds within 15 calendar days after the Notice of Intent to Award, EOU may consider Bidder to be in default and annul the Notice of Intent to Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders who EOU believes to have a reasonable chance of receiving the award may be retained by EOU until the earlier of the seventh (7th) day after the Effective Date of the Contract after all Bids have been rejected, whereupon the Bid security furnished by such Bidder will be returned.

5. Basis Award.

After opening and reading of the Bids, EOU will check them for correct extension of unit prices and total. The total of extensions, corrected where necessary, will be used by EOU for Award purposes in determining the Successful Bidder. For the purposes of this Project "Successful Bidder" means the responsible bidder who submits the lowest responsive Bid, who is not on the list created by the Construction Contractors Board according to ORS Chapter 701.227. A responsible bidder is one who has, among other things:

- 5.1. Have available, the appropriate financial, materials, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- 5.2. A satisfactory record of performance. In evaluating a Bidder's record of performance, EOU may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. Satisfactory performance of the Contract also includes compliance with the requirements for records in the EOU General Conditions.
- 5.3. A satisfactory record of integrity. In evaluating a Bidder's record of integrity, EOU may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- 5.4. Qualified legally to contract with the EOU.
- 5.5. Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning

responsibility, the Agency will base the determination of responsibility upon any available information or may find the prospective Bidder not to be responsible.

- 5.6. Not been disqualified by the public contracting agency under ORS 279C.440.
- 5.7. An unexpired certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167) upon completion of the curriculum and assessment that the Bidder understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. If the Bidder is found not to have a satisfactory record of performance or integrity, EOU will document the record and the reasons for the unsatisfactory finding.
- 5.8. In determining whether the Bidder is responsible, EOU may also consider whether the Bidder has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State, or any Public University in the State of Oregon. EOU may also investigate any entity submitting a bid, which may include investigation of the entity's officers, directors, owners, affiliates, or any other person acquiring ownership of the entity to determine the Bidder's qualifications.
- 5.9. EOU will provide Notice of Intent to Award on the www.ORPU.org website. The Award will not be final until the later of the following:
 - 5.9.1. Seven (7) calendar days after the Notice of Intent to Award has been posted as specified in the advertised solicitation or Addendum thereto; or
 - 5.9.2. EOU has provided a written response to each timely protest, denying the protest and affirming the Award.
- 5.10. If EOU accepts a Bid and awards a Contract, EOU will send the successful Bidder written notice of acceptance and Award.
- 5.11. EOU reserves the right, in its sole discretion:
 - 5.11.1. to reject Bids which it determines to be non-responsive;
 - 5.11.2. to reject Bids upon EOU's finding that the Bidder: (a) has been declared ineligible under ORS 279C.860; (b) has been identified by the Oregon Construction Contractor's Board as ineligible to hold public contracts in accordance with ORS 701.227; or (c) is not responsible;
 - 5.11.3. to reject all Bids;
 - 5.11.4. to amend the solicitation documents, including but not limited to making such changes or corrections in drawings, specifications, or quantities as it may deem necessary or desirable prior to the Bid due date;
 - 5.11.5. to extend the deadline for submitting Bids;
 - 5.11.6. to determine whether a Bid does or does not substantially comply with the requirements of the solicitation documents;
 - 5.11.7. to waive any minor irregularity, informality, or non-conformance with the solicitation documents;
 - 5.11.8. to obtain information from or provide information to other public agencies, upon request, regarding the Bidder's performance;
 - 5.11.9. to permit a Bidder to submit supplemental information;

- 5.11.10. to negotiate with any Bidder or multiple Bidders as may be in the best interests of EOU;
- 5.11.11. at any time prior to contract execution (including after the Notice of Intent to Award is issued): (a) reject any Bid that fails to substantially comply with all prescribed solicitation requirements and procedures and/or the prescribed public contracting procedures and requirements, including but not limited to the requirement to demonstrate Bidder's responsibility; and/or (b) to reject all Bids received and cancel this solicitation upon a finding by EOU that there is good cause therefor and that such cancelation would be in the public interest;
- 5.11.12. to hold meetings, exchange correspondence, and obtain data from any source or party, including a Bidder; and
- 5.11.13. in the event any Bidder to whom the Contract is awarded shall fail to execute the Contractor or furnish satisfactory bonds or evidence of insurance coverage within the time and in the manner hereinafter specified, to re-award the Contract to another Bidder.

ALL BIDDERS WHO SUBMIT A RESPONSE TO THIS SOLICITATION UNDERSTAND AND AGREE THAT EOU IS NOT OBLIGATED TO AWARD A CONTRACT TO ANY B8IDDER. EOU HAS NO FINANCIAL OBLIGATION TO ANY BIDDER. IN ADDITION, EACH BIDDER UNDERSTANDS AND AGREES THAT EOU SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, EXPENSES, AND COSTS INCURRED IN PREPARING A BID, SUBMITTING A BID IN RESPONSE TO THIS ITB, ATTENDING ANY MEETING, AND EXECUTING A CONTRACT. EACH BIDDER WHO PREPARES AND SUBMITS A BID IN RESPONSE TO THIS SOLICITATION DOES SO SOLELY AT THE BIDDER'S OWN COST AND EXPENSE.

END OF SECTION

AVAILABLE INFORMATION

Certain available information relating to the surface, subsurface, and structures is available to bidders, but is not directly part of the Contract Documents, are as follows:

1. Geotechnical Report from NV5 : Entitled *Report of Geotechnical Engineering Services*, dated August 17, 2021
 - a. A copy of this full forty-six (46) page report is provided as Attachment 1 in the Procurement posting.
2. Hazardous Containing Materials Report: Entitled *Hazardous Building Materials Inspection Report*, dated June 16, 2021.
 - a. A copy of this full three-hundred-thirty-three (313) page report is provided as Attachment 2 in the Procurement posting.
 - b. Information specific to the Grand Staircase is located on in following sections: 5.3.8, Table 1 in 5.5.1, 5.7.6, 5.7.7, Table 7 in 9.2, 10.1.6, 10.1.7, Figure 16, Appendix B-3 (page 74 of 313), Appendix B-10 (page 81 of 313), and Appendix C-37 (page 121 of 313),
3. PMA Historic Concrete Analysis: Entitled *Petrographic Service Report*
 - a. A copy of this full sixteen (16) page report is provided as Attachment 2 in the Procurement posting.
4. Arborist Report: Entitled *Arborist Report and Synopsis*
 - a. A copy of this full three (3) page report is provided as Attachment 4 in the Procurement posting.
5. State of Oregon General Fund Grant Contract: Grant #21-208
 - a. A copy of this twenty-three (23) page report is provided as Attachment 4 in the Procurement posting.

This available information is provided as separate attachments based on their corresponding number above in PDF format at ORPU.org.

Any recommendations described in these documents shall not be construed as requirements of this Contract. These reports are provided for the Contractor's context and reference only. Should the Contractor require additional information beyond the Contract Documents, the Contractor shall arrange and pay for such testing to the extent necessary to complete their Work and is considered incidental to other bids items.

END OF SECTION

BIDDERS CHECKLIST

The Bidder's Attention is especially called to the following forms or information, which must be submitted in full as part of the bid.

- ☐ **BID** signed and completely filled out.
- ☐ **BID SCHEDULE** filled out showing bid amounts and properly signed.
- ☐ **BID BOND** completed, signed, and dated.
- ☐ **RESPONSIBILITY INQUIRY FORM** completed, signed, and dated.
- ☐ **CONTRACTOR'S REGISTRATION** completed, signed, and dated.

Above forms **MUST BE** inserted in a sealed envelope properly identified and delivered to the OWNER

- ☐ **Complete and submit, in a separate envelope, the FIRST-TIER SUBCONTRACTORS DISCLOSURE form. This form shall be submitted, timing as outline in the instructions to bidders.**

(This Bidder's Checklist is provided as a convenience to the Bidder. It is recommended, but not required, that this page be attached to the front of the bid.)

BID

EOU Grand Staircase Construction Project

TO: BID EOU Grand Staircase Construction Project
Eastern Oregon University
One University Blvd
La Grande, OR 97850

Bidder's Declaration and Understanding

The undersigned Bidder declares that: (a) the Construction Drawings, Invitation to Bid, Information to Bidders, Bid, Bid Schedule and all other Bidding Requirements, including not limited to Addenda and other items uploaded to the ORPU.org website, collectively referred to hereinafter as the Contract Documents for the construction of the proposed improvement have been carefully examined; (b) that the site has been personally inspected and that he has determined the extent, character, and location of the proposed work, the nature and type of excavation to be done, the location and condition of the existing streets and roadways giving access to the site of the work, and the topography of the site of the work; (c) that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and (d) that the Bidder's Bid is made according to the provisions and under the terms therein, which documents are hereby made a part of this Bid.

The Bidder further declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that it is made without collusion with any official of EOU (Owner), and that the Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares by the signing of this Bid that all the provisions required by ORS 279 & 701 relating to the payment of prevailing wage rates for work performed under the Contract with the Owner shall be complied with. Including, but not limited to:

- a) Bidder is registered with the Oregon Construction Contractors Registration Board in Oregon in accordance with ORS 701.035 through 701.055. The Bidder certifies that Registration Number _____ (*fill in registration number*) allows their company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing the work will be registered with the Construction Contractors Board in accordance with ORS 701.055 before the subcontractors commence work under the contract (reference ORS 279C.365).
- b) Bidder agrees to be bound by and will comply with the provisions of prevailing wages in accordance with Article X.B and X.D and Section C of the EOU General Conditions.
- c) Bidder is in compliance with the State of Oregon tax laws in accordance with ORS 305.385.
- d) Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 279A.110).
- e) Bidder is a [*Non-resident Bidder*] or [*Resident Bidder*] (circle correct designation) as defined in ORS 279A.120. Resident Bidder means a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid and has a business address in the State of Oregon per ORS 279C.365.

- f) Bidder and Bidder's subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entities of which the Contractor or subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not be qualified to hold or participate in a public contract for a public improvement.
- g) Bidder has an employee drug testing program that meets State and Federal standards per ORS 279C.505.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions have been utilized.

Contract Execution and Bonds

The Bidder agrees that if this Bid is accepted, a Contract with the Owner, will be executed, within fourteen (14) calendar days after the date of the written Notice of Award, and will at that time, deliver to Owner the required Performance and Payment Bonds, and will, to the extent of this Bid, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or shown in the Contract Documents.

Certificates of Insurance

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Contract Documents.

Start of Construction and Contract Completion Date

The Bidder agrees to begin work within 7 calendar days after the date of the Notice to Proceed, which is anticipated being on or before for early procurement items only **April 27, 2023. Construction may start upon package A completion or by December 1, 2023**

Liquidated Damages

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, Bidder shall pay the Owner liquidated damages in an amount of **\$1,000** per day and every calendar day afterwards that the work remains uncompleted beyond the time limit set for all work awarded under the contract until the work shall have been finished as provided by the Article II.B of the Public Improvement Contract

Bid Bond

Accompanying this Bid is a certified check, cashier's check, or Bidder's bond in the sum of (10%) of the Bid Total which is forfeit as liquidated damages, if, in the event that this Bid is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance Bond, Payment Bond, and insurance documents under the conditions and within the time specified in the Contract Documents. Otherwise, said check or bond is to be returned to the Bidder

Surety

If the Bidder is awarded a construction Contract on this Bid, the Surety who provides the Performance and Payment bond will be _____ whose address is _____

Lump Sum or Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts stated in the Bid Schedule, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Bidder

Bidder's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation: __) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Oregon numbers for the following:		
Oregon CCB # & Expiration Date :	Oregon Registry # :	Federal Tax ID # :
In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, including to meet approved budget limitations, and to postpone award for a reasonable time.		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

BID SCHEDULE

Item No.	Description	Qty	Unit	Unit Price	Total Cost
1	Mobilization	1	LS		
2	Traffic Control	24	LS		
3	Structural Fill	6,100	TN		
4	Stair - Concrete Forms	1	LS		
5	Stair – Concrete & Reinforcing	260	CY		
6	Stair - Concrete Installation	1	LS		
7	Public Sidewalk – Concrete, reinforcing & Installation	225	SF		
8	Public Curb – Concrete & Installation	81	LF		
9	Snow Melt System at Overlook	1,733	SF		
10	Retaining Wall Waterproofing	4,940	SF		
11	Storm Drainage System - Excavation, Pipe, Bedding, Compacted Class B Backfill	775	LF		
12	Cast Stone Quantities	49	CY		
13	Cast Stone Installation	1	LS		
14	Metal Rail, Lights (R) and Installation	620	LF		
15	Electrical Conduit, Wiring, & Fixtures	1	LS		
16	Light Fixture Installation (P) base and fixture	6	EA		
17	Ground Lights (G) and Installation	32	EA		
18	Low Voltage Conduit & Wiring	1	LS		
19	Security Cameras	2	EA		
20	Final Grading	1,300	SY		

Item No.	Description	Qty	Unit	Unit Price	Total Cost
21	Landscape Topsoil	1,300	SY		
22	Landscape Hydro-Seeding	1,300	SY		

TOTAL \$ _____

Bidder shall acknowledge by signing below, all information provided
in the above bid schedule:

Bidder's Signature

Bidder's Name (Printed)

Title

Bidder further specifically acknowledges that Bidder examined and carefully studied the Bid Documents, including but not limited to the Invitation to Bid, Bidding Requirements, Contracting Requirements, Technical Specifications, Construction Drawings, and the following Addenda, receipt of all of which is hereby acknowledged: (List Addenda by number)

ADDENDA NUMBER

BIDDER'S BID BOND

(Here insert full name and address or legal title of Contractor)

As Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Contractor)

A Corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly bound unto Eastern Oregon University, as Obligee, hereinafter called Obligee, in the sum of ten percent (10%) of the total amount of the Bid for Work herein described, for the payment of which sum well and truly be made, as agreed and liquidated damages, the said Principal and the said Surety, bind ourselves, our heir, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a Bid for the Eastern Oregon University Grand Staircase Construction Project.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and given such good and sufficient payment and performance bonds as may be specified in the Contract Documents for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall be null and void, otherwise remain in full force and effect.

The Surety, for value received, hereby stipulates, and agreed that the obligation of the Surety and this bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such Bid, and the Surety does hereby waive notice of any such extension.

(Seal)

PRINCIPAL

Title

Address

(Seal)

SURETY

Title

Address

CONTRACTOR'S REGISTRATION

NAME OF FIRM:

ADDRESS:

Oregon State Department of Labor and Industries Contractor Registration Number:

SIGNATURE:

By: _____ Date: _____

Title: _____

RESPONSIBILITY INQUIRY FORM

EOU will determine responsibility of a Firm prior to award and execution of a contract. In addition to this form, EOU may obtain any information EOU deems necessary to make the determination. EOU will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent financial information, bonding capacity, credit information, record of performance under previous contracts, etc. EOU may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in a rejection and ineligibility of contract award.

1. Does your firm have the appropriate financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual obligations? YES ☐ / NO ☐
2. The number of years in business providing services/goods/equipment required under the prospective contract: _____
3. a) is your firm experiencing financial distress or having difficulty securing financing? YES ☐ / NO ☐
b) Does your firm have sufficient cash flow to fund day to day operations throughout the contract period? YES ☐ / NO ☐

If "YES" on question 3.a) or "NO" on question 3.b) please provide additional details:

Response

4. Within the last 3- year period has your firm had one or more contracts terminated for default by any federal, state, or local government agency, or any lawsuits filed against it by creditors or involving credit disputes? YES ☐ / NO ☐

If "YES" please explain (without regard to judgements, including jurisdiction and date of final judgement or dismissal)

Response

5. Within the last 3- year period has your firm filed for bankruptcy action, filed for reorganization, made a general assignment of assets for benefits of creditors, or had an action for insolvency institute against it? YES ☐ / NO ☐

If "YES" indicate the filing dates, jurisdictions, type of actions, ultimate resolution, and dates of judgement or dismissal, if applicable.

Response

6. Does your firm have all required licenses, insurance and/or registrations to complete the Work and is the firm legally authorized to do business in the State of Oregon? YES ☐ / NO ☐

If "No", please explain.

Response

Within the last 5- year period has your firm completed projects of similar nature (historic restoration or construction); including architectural concrete, and cast stone masonry, with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that the cost associated with and time available to perform a previous contract remained within your firms control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.]

YES ☐ / NO ☐

If "No" please explain.

Response

AUTHORIZED SIGNATURE:

By signature below, the undersigned Authorized Representative on behalf of the Bidder certifies that the responses provided on this form are complete, accurate, and not misleading:

Name of firm:	RFP# 2021-01-FP EOU Grand Staircase Construction
Authorized Signature:	Date:
Print Name:	Title:

FIRST TIER SUBCONTRACTOR DISCLOSURE

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- With the bid.
- No later than ***two working hours*** after the time set for opening bids. (For example, by 4:00 p.m. after a 2:00 p.m. bid closing) in the same manner as the bids were submitted.

Instruction for First-Tier Subcontractor Disclosure

When the contract value for a public improvement is greater than \$100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of the first-tier subcontractor is greater than or equal to: (1) 5% of the total project bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project bid, you must disclose the following information about the subcontractor not later than two working hours after the time set for opening bids:

- The name of the subcontractor.
- The Category of work that the subcontractor will be performing.
- The dollar value of the subcontract

If your bid is greater than \$100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If your bid is greater than \$100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE OWNER MUST REJECT BIDS if the bidder fails to submit the disclosure form with this information by the stated deadline.

To determine disclosure requirements, the Owner recommends that you disclose subcontractor information for any subcontractor as follows:

7. Determine the lowest possible prime contract price. That will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after bid award).
8. Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least \$15,000, or (2) \$350,000 regardless of the percentage. Total all possible work for each subcontract in making this determination, (for example, if a subcontract will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of the subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 and the \$40,000 services).

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: _____

Owner: _____

Bid Opening Date: _____

Name of Bidding Contractor: _____

Contact Name: _____ **Phone No:** _____

☐ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm Name	
Category of Work	\$

Firm Name	
Category of Work	\$

Firm Name	
Category of Work	\$

Firm Name	
Category of Work	\$

Firm Name	
Category of Work	\$

Firm Name	
Category of Work	\$

Firm Name	
Category of Work	\$

(Attach additional sheets as necessary)

It is the responsibility of Bidders to submit this Disclosure Form and any additional sheets, with the Project Name clearly marked, at the location indicated by the specified disclosure deadline. See Instructions to Bidders.

EASTERN OREGON UNIVERSITY
PUBLIC IMPROVEMENT CONTRACT # 2021-01-FP

This Public Improvement Contract for **Eastern Oregon University Grand Staircase Construction Project**, made by and between EOU, hereinafter called “Owner”, and « _____ » hereinafter called the “Contractor” (collectively the “Parties”), shall become effective on « _____ » or the date this Public Improvement Contract has been signed by all the Parties and all required EOU Administrative approvals have been obtained, whichever is later.

Project Name and Description:

Eastern Oregon University Grand Staircase Demolition and Grading located on the northern exterior of Inlow Hall on the Owner’s campus.

Project Architect:

Waterleaf Architecture, LLC
419 SE 11th Ave., Suite 200
Portland, OR 97850

The Owner and the Contractor agree as follows:

I. Contract Documents, Contract Price, and Work.

A. The Contract Documents. The Contract Documents include the documents identified as such in the Eastern Oregon General Conditions for Public Improvement Contracts (the “General Conditions”) and as enumerated below and any amendments or modifications executed by the parties pursuant to the terms of the Contract. Unless otherwise stated, terms used in this Public Improvement Contract have the definition assigned to them in the General Conditions.

B. Contract Price. The Contractor, in consideration of the Contract Price of \$« _____ » be paid to the Contractor by Owner in the manner and at the time provided in the Contract Documents, and subject to the terms and conditions provided for in the Contract Documents, hereby agrees to perform all Work described in and reasonably inferred from the Contract Documents. The Contractor acknowledges and agrees that the Contract Price is a lump sum, which shall be subject to additions or deductions only as provided in the Contract Documents. Contractor further agrees that Contractor is solely responsible for all costs of completing the Work that exceed the Contract Price and that Contractor is deemed to have allowed correct and sufficient amounts in the Contract Price to cover its related obligations under or arising from the Contract. The Contractor shall fully execute the Work described in the Contract Documents and all Work reasonably inferable therefrom, with the exception of any Work specifically indicated in the Contract Documents to be the responsibility of others.

II. Date of Commencement and Completion

A. Commencement. The date of the commencement of the Work shall be as follows:

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:

B. Substantial Completion, Final Completion, and Liquidated Damages for Delay

1. Substantial Completion. Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[« »] Not later than it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, including to meet approved budgets, and to postpone award for a reasonable (« ») Days from the date of commencement of the Work.

[« »] By the following date: « »

2. Final Completion. Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work within [] Days of achieving Substantial Completion.

3. Liquidated Damages for Delay. Performance of the Work within the Contract Time, including but not limited to achieving Substantial Completion by the date required by the Contract Documents, is the essence of the Contract. The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to achieve Substantial Completion of the Project in accordance with the Contract Documents. These damages may include, but are not limited to, delays in completion and use of the Project, and costs associated with Contract administration, additional costs paid to the Architect and the Owner's other contractors and consultants, and use of temporary facilities. The Contractor and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty.

a. Liquidated damages will be **\$1,000** for each day or partial day of delay that Substantial Completion extends beyond the required date of Substantial Completion.

b. The Contractor agrees to pay to the Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof, and further agrees that the Owner may deduct such sums from payments the Owner otherwise owes to the Contractor under the Contract. If such deduction does not result in payment to the Owner of the assessed liquidated damages in full, the Contractor will promptly pay any and all remaining sums due to the Owner upon demand.

III. Representatives.

A. Contractor's Representative. Contractor has named « » its' authorized Representative to act on its behalf in all matters related to the Contract. Contractor shall not remove or replace its representative without the written consent of the Owner. Contractor must submit a request to remove or replace its representative to the Owner at least 30 days prior to the proposed removal and replacement.

B. Owner's Representative. Unless otherwise specified in the Contract Documents, the Owner designates **John Garlitz, EOU Director of Facilities** 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.

IV. Payment

A. Progress Payments. Provided that the Contractor submits a complete application for payment meeting all requirements of Section E of the General Conditions by the [« »] day of the month and otherwise complies with the conditions for payment in the Contract Documents, the Owner shall pay to the Contractor the amount due under the Contract Documents by the [« »] day of the month.

B. Final Payment. Provided that the Contractor submits a complete application for payment meeting all requirements of Section E of the General Conditions and otherwise complies with the conditions for final payment in the Contract Documents and all other requirements for Final Completion are satisfied, the Owner shall pay to the Contractor the final amount due under the Contract Documents within [« »] days of the Owner's final acceptance of the Work. The Contractor's acceptance of final payment shall constitute a waiver of any and all claims by the Contractor and its Subcontractors.

C. Interest. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the following rate: [« »].

V. Tax Compliance.

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

VI. Insurance and Payment and Performance Bonds.

A. Insurance. During the term of this Contract, Contractor shall comply and shall require all of its Subcontractors to comply with the insurance requirements set forth in Exhibit A and shall provide proof of such compliance, including copies of insurance policies, upon Owner's request.

B. Bonds. The Contractor shall obtain performance and payment bonds meeting the requirements of Section G.2 of the General Conditions.

VII. Dispute Resolution.

Claims and disputes arising out of the Contract or the Project that are not resolved pursuant to the Claims Review Process set forth in Section D.3 of the General Conditions shall be resolved by litigation as set forth in Section B.16 of the General Conditions.

VIII. Suspension and/or Termination

A. By the Owner. The Contract may be suspended or terminated by the Owner as set forth in Section J of the General Conditions.

B. By the Contractor. In addition, the Contractor may terminate the Contract for cause in the event that the Owner fails to pay undisputed amounts owed to the Contractor pursuant to the Contract Documents; provided that the Contractor provides seven (7) Days written notice of its intent to terminate and Owner fails to cure within such seven (7) Day period. In the event that the Contractor terminates for cause, the Contractor shall be entitled to compensation for Work properly executed. Contractor shall not be entitled to lost profit or other compensation for Work not performed.

IX. 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.

X. Compliance with Law.

Contractor will comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contracting Code set forth below (and those detailed under Section XI.), even if such requirements ordinarily would not apply to the Work under ORS 352.138 as set forth in Section A.4.5 of the General Conditions. In the event of a conflict between the provisions set forth below and similar provisions in the General Conditions, the provisions set forth below will govern.

A. ORS 279C.605 (Notice of Claim on Bond). Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

B. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required).

1. State of Oregon Prevailing Wage for Public Works. This Contract is subject to payment of prevailing wages under ORS 279C.800 to ROS 279C.870. Accordingly: (i) All workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840; (ii) Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the Contractor or Subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9); and (iii) If Contractor is required to file certified statements under ORS 279C.845, the Contractor must comply with all provisions of ORS 279C.845, and Owner shall retain 25 percent of any amount earned by the contractor on the public works until the contractor has filed with the certified statements as provided by ORS 279C.845.

2. Davis-Bacon – Federal Prevailing Wage. If this is a prime construction contract exceeding \$2,000, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor and Subcontractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor and Subcontractors must pay wages not less than once a week. Contractor acknowledges and accepts and will require that its Subcontractors acknowledge and accept the current prevailing wage determination issued by the Department of Labor. Contractor and Subcontractors acknowledge all suspected or reported violations will be reported to the appropriate Federal awarding agency.

3. When Subject to Both State and Federal Prevailing Wage. If this Contract is subject to ORS 279C.800 to ORS 279C.870 (State of Oregon Prevailing Wage) and 40 U.S.C. 3141 et seq. (Davis-Bacon Act – Federal Prevailing Wage), Contractor and Subcontractors shall pay wages at not less than the higher of the applicable state or federal prevailing rate of wage, and as further provided by the Commissioner of the Bureau of Labor and Industries.

4. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates, and any amendments to the PWR rates or Apprenticeship rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHDPWR/pwr_state.shtml. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx>. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting

certified payroll records. The poster is available at
<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at
<http://www.dol.gov/whd/forms/wh347instr.htm>.

5. The applicable prevailing wages under subsections will be those in effect at the date of Commencement as set forth in Section II.A of this Public Improvement Contract.

6. The Contractor and all Subcontractors will keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

7. The Owner will pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee will be paid to the Commissioner under the administrative rule of the Commissioner.

8. If the Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it will post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice will contain information on how and where to make claims and where to obtain future information.

C. ORS 279C.836 (Public Works Bond Required).

1. The Contractor will file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2) (7) or (8).

2. The Contractor will include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).

D. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage).

1. The Contractor and every Subcontractor will file certified statements with the Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work 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 will be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or Subcontractor's surety that the Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements will 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. Audit will need access to these documents to help verify and validate the labor portion of the Cost of the Work. See also Section C.2 of the General Conditions.

2. The certified statement will be delivered or mailed by Contractor or Subcontractor to the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work will be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to

any other retainage required under this Contract, the Owner will retain 25 percent of any amount earned by the Contractor until the Contractor filed the certified statements with the Owner as required by this Section. The Owner will pay the retainage required under this Section within 14 days after the Contractor files the certified statements required by this Section.

3. Contractor and each Subcontractor will preserve the certified statements for a period of three years from the date of completion of the Contract.

XI. State of Oregon General Fund Grant Contract Grant #21-208 Contractor acknowledges that the Owner entered into a State of Oregon General Fund Grant Contract (the "Grant Contract"), attached as Exhibit B, that will provide funding for the Project. In accordance with the requirements of the Grant Contract, Contractor will comply with the below provisions along with any other requirements applicable to the Contractor under the Grant Contract.

A. Federal Contract Clauses. Unless exempt by federal law, Contractor shall comply, and shall require all Subcontractors to comply, with all federal requirements to the extent that they are applicable to this Contract, to Owner, or to the Project, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

B. Employee Whistleblower Protection. Contractor shall comply, and shall require all Subcontractors to comply, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform its employees and Subcontractors, and must require Subcontractors to inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. Compliance with 2 CFR Part 200. Contractor shall provide assistance requested by Owner for Owner to comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

D. Federal Funds; Federal False Claims. The State of Oregon's (the "State") payments to Owner under this Grant Contract will be paid by funds received by the State from the United States Federal Government. Contractor certifies, and shall require each Subcontractor to so certify, that neither it nor its Subcontractors are currently employed by an agency or department of the federal government. Contractor acknowledges, and shall require Subcontractors to acknowledge, that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject Contractor (or Subcontractors) to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise under 18 U.S.C § 1001; 31 U.S.C. §§ 3729- 3733 and 3801- 3812.

E. Federal Nondiscrimination. Contractor shall comply, and shall require all Subcontractors to comply, with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (e) the Americans with Disabilities Act of 1990, and (e) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

F. Equal Employment Opportunity. Contractor shall comply, and shall require all Subcontractors comply, with the following:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor or Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's or Subcontractor's legal duty to furnish information.
4. Send to each labor union or representative of workers with which the Contractor or Subcontractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the commitments under this section and post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and permit access to books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. Acknowledge and agree that in the event of noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract and any subcontracts may be canceled, terminated, or suspended in whole or in part and the Contractor or Subcontractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Include this Section F (EEO), subsections 1.) through 7., in every subcontract or purchase order (or similar agreement) unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Subcontractor. Contractor and Subcontractors shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor or a Subcontractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor or Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

9. Be subject to sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantee, its contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246 of September 24, 1965, as amended.

G. Minority and Women Business Enterprises. Contractor agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
6. Including in its subcontracts and other similar agreements with Subcontractors the requirement that all Subcontractors take the affirmative steps in (1) through (5) above. For the purposes of these requirements, a Minority Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

H. Prevailing Wage. Contractor will comply, and will require Subcontractors to comply, with the prevailing wage requirements set forth in the Contract Documents, including in Section X (Compliance with Law) of this Public Improvement Contract.

I. Anti-Kickback. Contractor and Subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. Contractor acknowledges, and will require Subcontractors to acknowledge, that all suspected or reported violations will be reported to the appropriate Federal awarding agency.

J. Contract Work Hours and Safety Standards Act. Contractor and Subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor and Subcontractors must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work exceeding the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

K. Federal Rights to Inventions Made Under a Contract or Agreement. The federal funding agency that is contributing the funds awarded to the Owner through the Grant Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice and shall provide same to Subcontractors:

1. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the any intellectual property created under this Contract, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any intellectual property developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
2. If this Contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee, its contractors or subcontractors, wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee, its contractors or subcontractors, must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
3. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

L. Debarment and Suspension. Contractor certifies, and will require each Subcontractor to so certify, that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. Byrd Anti-Lobbying Amendment. Contractor must certify to Owner, and each Subcontractor must certify, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose, and will require each Subcontractor to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor and Subcontractors must forward all certifications to the State. By signing this Contract, the Contractor certifies, to the best of the Contractor’s knowledge and belief that: (1) No federal appropriated funds

have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; (3) Contractor will require that the language of this certification be included in its contracts or similar agreements with Subcontractors at all tiers and all Subcontractors shall certify and disclose accordingly; And (4) This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). Contractor and its Subcontractors are prohibited from obligating or expending funds received under this Contract to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

O. Buy USA Preference. Contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all Subcontracts including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Procurement of Recovered Materials. Contractor must comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In addition, in the performance of this Contract, Contractor must make maximum use of products containing recovered materials designated by the Environmental Protection Agency (EPA) at 40 CFR part 247, unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

XII. Miscellaneous Provisions.

A. Headings. The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

B. Savings Clause. Should any provision of the Contract, at any time, be held to be invalid or unenforceable for any reason, and if the provisions of the Contract that are essential to each party’s interests otherwise remain valid and enforceable, then the remaining provisions of the Contract shall remain in full force and effect and the court shall give the offending provision the fullest meaning and effect permitted by law.

C. Coordination of Work. The Contractor agrees to coordinate all Work with the activities of the Owner and the Owner’s separate contractors and consultants at or adjacent to the Project site, including but not limited to the Owner’s planned renovation of Inlow Hall, to minimize interference and disruption to such other activities. The Contractor specifically acknowledges that it has made consideration for the Inlow Hall renovation project in its schedule for the Project and in agreeing to the dates for Substantial Completion and Final Completion.

XIII. Enumeration of Contract Documents

The Contract is comprised of the following Contract Documents:

A. This Public Improvement Contract

B. The General Conditions

C. Drawings:

[insert]

D. Specifications:

[insert]

E. Addenda, if any:

[insert]

F. The following exhibits:

Exhibit A: Contractor's Required Insurance

Exhibit B: State of Oregon General Fund Grant Contract Grant #21-208

G. The Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors

H. The accepted Offer

I. Contract Amendments, Change Orders, and Change Directives issued after execution of this Public Improvement Contract.

To the extent that the accepted Offer includes disclaimers or limitations of liability, they are expressly rejected and not made part of the Contract unless otherwise expressly incorporated herein. Any conflict or discrepancy between the accepted Offer and any other Contract Documents shall be resolved in favor of the other Contract Documents or the interpretation requiring the greater quantity or quality of work. Conflicts and discrepancies between Contract Documents not involving the accepted Offer shall be resolved in the manner set forth in Section A.3.1 of the Contract Documents.

In witness whereof, Eastern Oregon University executes this Contract and the Contractor does execute the same as of the day and year indicated below.

CONTRACTOR DATA:

Contractor Name and Address:

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.]

SIGNATURES:

CONTRACTOR SIGNATURE:

By _____
Signature Date

Print Name Title

By _____
John Garlitz, Director Date
Director of Facilities & Planning

By _____
Lara Moore, Vice President Date
Vice President of Finance & Administration

PUBLIC IMPROVEMENT CONTRACT – EXHIBIT A

INSURANCE REQUIREMENTS

Project No. 2021-01A-FP

I. CONTRACTOR’S INSURANCE

As a condition precedent to payment Contractor shall at all times provide and maintain for itself and require its Subcontractors to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of “Best’s Insurance Guide” (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state in which the Project is located.

A. Workers’ Compensation and Employer’s Liability:

- (i) State: Statutory
- (ii) Employers Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease
 - \$1,000,000 Disease, Each Employee

B. Commercial General Liability (Occurrence Form):

- (i) Combined Bodily Injury and Property Damage:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal and Advertising Injury
 - \$4,000,000 General Aggregate
 - \$4,000,000 Products/Completed Operations Aggregate
 - \$ 50,000 Fire Damage Legal Liability
 - \$ 10,000 Medical Expenses Per Person

The scope of coverage must meet the following:

- (1) Premises Operations must be included.
- (2) Elevators and Escalators must be included.
- (3) Coverage for Independent Contractors and work performed on your behalf by subcontractors must be included.
- (4) Pollution Liability and Hazardous Materials Liability must be included.
- (5) Contractual Liabilities must be included (including the contract obligations specified in the Indemnification Paragraph(s) of the Owner-Contractor Agreement)
- (6) The Products and Completed Operations Insurance must be carried for the duration of the applicable statute of repose or for six (6) years after final payment, whichever is longer.

- (7) There can be no exclusions for subsidence, collapse, explosion or underground property damage.
- (8) There can be no Additional Insured vs. Named Insured cross-suit exclusion. The policies shall provide for cross-liability coverage as would be achieved under the standard Insurance Services Office "separation of insureds" clause.
- (9) There shall be no Montrose language, anti-pyramiding exclusion, or exclusion limiting coverage to damages which first begin to occur within the policy period.
- (10) The limits shall not be eroded or wasted by defense costs.
- (11) The policy and the additional insured coverage shall be primary and non-contributory with any insurance maintained by Owner, its affiliates, subsidiaries, directors, officers, employees and agents. (Copies of all policy endorsements that might affect coverage for the Project must be provided with the Insurance Certificate.)
- (12) The policy may not contain a cyber terrorism exclusion.
- (13) The policy may not contain an exclusion for breach of contract.
- (14) The policy may not contain an exclusion for intangible property.
- (15) The policy may not contain an exclusion for property of others in your care, custody or control.

C. Business Auto:

Combined Bodily Injury and Property Damage

\$1,000,000 Each Accident

The following coverages must be included:

- (1) Owned Automobiles
- (2) Non-Owned and Hired Automobiles

D. Excess/Umbrella Liability Coverage:

\$5,000,000 Each Occurrence with a per project endorsement

\$5,000,000 Aggregate

Coverage will follow form on the general liability and auto liability policies be at least as broad those policies.

Coverage shall be carried for the duration of the applicable statute of repose or for six (6) years after final payment, whichever is longer.

The policy must provide that coverage will be triggered by exhaustion of the applicable primary policies above and shall not require payment or exhaustion of any other policies.

E. Professional Liability Insurance. Limits shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance must have no exclusion for bodily injury or property damage and no exclusion for pollution-related liability. This insurance shall include a retroactive date which predates the commencement of Work under the Agreement, including but not limited to construction manager services, and such coverage must continue for or include an extended reporting period of at least six (6) years after substantial completion and acceptance of the Project, or until the expiration of all applicable statute of repose, whichever is longer.

F. Certificates and Certified Copies of Policies. Copies of all policy endorsements that might reduce coverage from that provided by the standard ISO form must be provided to Owner and approved in writing and Owner's

approval must be submitted to Owner with each Insurance Certificate warranting that there is no other reduction in coverage. Evidence of Contractor's compliance with this Exhibit, including the insurance required of Subcontractors, shall be filed with Owner and be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after final payment, additional certificates (or certified copies of the policies) evidencing continuation of such coverage shall be submitted at the time of the application for final payment and upon each annual renewal for the duration of coverage required. Without limiting its remedies, Contractor agrees that it will reimburse Owner for the costs of Owner's insurance provided for the Project if Contractor fails to provide evidence of coverage as required herein. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its insurance policies. Provision of the certificates and copies of policies as required herein shall be a condition precedent to payment.

- G. Notice of Cancellation, Reduction or Expiration.** Insurance policies required by this Agreement shall contain a provision that coverages or limits afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to Owner or, in the alternative, Contractor shall, in writing, inform Owner that Contractor shall provide 30 days written notice to Owner before any policy expires or is cancelled. Information concerning reduction of limits on account of claims paid or to be paid shall be furnished by the Contractor to Owner within three (3) business days of when Contractor learns that revised or reduced limits are likely. When Contractor becomes aware of imminent cancellation, expiration or reduction in coverage or available limits, Contractor within three (3) business days shall procure other policies of insurance that meet all requirements of this Agreement without any lapse in coverage and notify Owner in writing of the potential reduction in coverage or cancellation and describe the manner in which it has provided or will provide replacement coverage of this insurance along with a written explanation of any differences in coverage. No work will be performed without this insurance being in full force and effect.
- H. Owner's Right to Terminate or Cure.** Failure of Contractor or a Subcontractor to secure and maintain insurance with the coverages and limits required by this Agreement shall be a material breach of the Contract entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase replacement insurance at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's name and Contractor will cooperate in all respects with Owner's efforts in this regard. Alternatively, at Owner's discretion, Owner may purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Contractor and Subcontractors maintained the insurance required by this Agreement. Owner's costs incurred in finding replacement insurance or an Owner's protective policy shall either be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on this Project or other projects.
- I. Insurance In Excess of Requirements.** In the event Contractor or any Subcontractor(s) purchase insurance in excess of the coverages or limits required under this Agreement, such excess coverages or limits shall apply and be deemed to have been required herein and be compliant with all requirements of this Exhibit.
- J. No Waiver by Owner.** The insurance requirements under this Agreement can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, shall amount to Owner's waiver of the insurance requirements of this Agreement.
- K. Subcontractor Insurance.** All Subcontractors' insurance shall meet all insurance requirements of Contractor as provided in this Agreement, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors shall be no less than the following:

Workers' Compensation and Employer's Liability: same as above.

Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage:

\$2,000,000 Each Occurrence

\$2,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$ 100,000 Fire Damage Legal Liability

\$ 10,000 Medical Expenses Per Person

Business Auto: same as above.

Excess/Umbrella Liability Coverage: none required.

L. Waiver of Subrogation. All of General Contractor's and all of its subcontractors' liability insurance policies, including worker's compensation, shall contain a waiver of subrogation against Owner.

M. Additional Insureds. All of General Contractor's and Subcontractors' liability insurance policies shall contain an endorsement expressly naming Owner, its affiliates, subsidiaries, directors, officers, employees and agents (including but not limited to those listed below) as Additional Insureds (as opposed to blanket endorsements) for both on-going operations and completed operations. The coverage under the additional insured endorsement shall (i) be primary and noncontributory with respect to any insurance maintained by the Additional Insureds, (ii) provide the same coverages and limits to the Additional Insured as are afforded to the Named Insured as required by this Agreement, (iii) shall provide coverage to the Additional Insureds for the products-completed operations hazard, (iv) these requirements are to be complied with for the same durations as the coverages afforded to the Named Insured as required by this Agreement, and (v) waive all rights of subrogation against the Additional Insureds. In the event that Contractor cannot comply with all of these requirements, Contractor shall obtain a Project Specific Endorsement naming Owner and its affiliates as Named Insureds on all primary and excess/umbrella policies required herein. The following additional persons or entities affiliated with Owner shall be named as Additional Insureds:

N. Cyber. Contractor and its subcontractors shall maintain throughout the term of this Agreement Professional / Technology Liability insurance and Network Security & Privacy Liability insurance covering liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement. Such insurance shall have limits of not less than \$5,000,000.00. Such coverage shall include an extended reporting period of not less than 90 days beyond the termination date of such coverage. The coverage must be sufficient to cover all damages Contractor or its subcontractors and vendors may be obligated to pay as damages as a result of a Security Breach. For the purposes of this Section, "Security Breach" means:

(i) the failure by the Contractor, or any of its subcontractors, to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Contractor or its

subcontractors of:

- (a) Personal information in any format, including but not limited to Protected Health Information or other personal / individual data or information regarding health, financial or other information that is generally considered private in nature; or
 - (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; or
 - (c) any other information the release or disclosure of which may cause liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement.
- (ii) an unintentional violation of the Contractor's privacy policy or
- (iii) any misappropriation that results in the violation of any applicable data privacy laws or regulations; or
- (iv) any other act, error, or omission by Contractor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data or loss of Confidential or Personal Information, regardless of cause (including, without limitation, Contractor's or its subcontractor's negligence and unlawful third-party acts).

The Cyber coverage must provide coverage of the following:

- (i) Wrongful acts, claims, and lawsuits anywhere in the world.
- (ii) Contractual liability coverage for the indemnity in this Agreement.
- (iii) Coverage for all damages incurred by Company or its affiliates including, defense costs, forensics investigation, public relations/crisis management costs, data breach notification costs, credit protection services, credit restoration services, regulatory investigations, civil fines and penalties, data breach mitigation services, litigation costs and settlement costs.
- (iv) Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended.
- (v) Data theft, damage, or any loss of data.
- (vi) Unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form.
- (vii) Transmission of a computer virus or other type of malicious code.
- (viii) Participation in a denial-of-service attack on third party computer systems.
- (ix) Loss or denial of service.
- (x) Privacy regulatory defense and payment of civil fines.
- (xi) Payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

O. Builders Risk - Contractor shall procure and pay for an All Risk Builder's Risk Policy, providing full replacement value, covering Owner, Contractor and all Subcontractors of every tier as their interests may appear. The policy shall include coverage for theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition and replacement occasioned by

enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The policy shall provide Flood and Earthquake coverage, cover damage from water from any source, cover materials in temporary storage or transit and provide coverage for resultant damage even if caused by faulty workmanship or defective products. The policy shall not have any co-insurance provisions. Deductibles shall be approved by Owner in writing or shall be the sole obligation of the Contractor.

END OF EXHIBIT A

PUBLIC IMPROVEMENT CONTRACT – EXHIBIT B

**State of Oregon General Fund
Grant Contract – Grant #21-208
Project No. 2021-01A-FP**

See Attached

STATE OF OREGON GENERAL FUND GRANT CONTRACT

Project Name: Eastern Oregon University Grand Staircase

Grant #21-208

This grant contract (“Contract”), dated as of the date the Contract is fully executed and all required approvals are obtained, if any, is made by the State of Oregon, acting by and through the Higher Education Coordinating Commission (“HECC”) and Eastern Oregon University (“Grantee”) for financing of the project referred to above and described in Exhibit A (the “Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. This Contract includes the following exhibits, incorporated into and made a part of this Contract:

Exhibit A: Project Description and Budget

Exhibit B: Progress Reports, Performance Plan, and Spend Plan

Exhibit C: Form of Disbursement Request

Exhibit D: Certificate of Final Completion

In the event of a conflict between the body of this Contract and the exhibits, the following order or precedence will control: this Contract less any exhibits, Exhibit A, B, C, then D.

SECTION 1 – DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

“Authorizing Legislation” means HB 5202 section 413, as may be amended from time to time.

“Cost-Incurred Deadline” means that the Grantee must incur its Costs of the Project no later than December 31, 2024.

“Costs of the Project” means Grantee’s actual costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for the Project. A cost is considered to have been incurred if Grantee has incurred an Obligation with respect to such cost by the Cost-Incurred Deadline.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Expenditure Deadline” means that the date Grantee must expend grant funds to cover its Costs of the Project no later than December 31, 2026.

“Grant Amount” means grant funds in an amount not to exceed \$4,000,000.

“Obligation” means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

“ORS” means the Oregon Revised Statutes.

“Project” means the project described in Exhibit A.

“Project Budget” means the budget for the Project described in Exhibit A.

“Project Closeout Deadline” means December 31, 2026. All project expenditures and disbursement confirmations must be shared with HECC Postsecondary Finance and Capital no later than December 31, 2026.

“Project Completion Date” means the date on which Grantee completes the Project.

“Project Completion Deadline” means December 31, 2026. All the projects obligations in contracts, subawards, and similar transactions must be completed by this date.

“State” means the State of Oregon, acting by and through HECC.

SECTION 2 – FINANCIAL ASSISTANCE

The State shall provide the Grantee, and the Grantee shall accept from the State, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

SECTION 3 – DISBURSEMENTS

- A. Disbursement Requests. The Grantee must request disbursement of the Grant Amount using the Disbursement Request form attached to this Contract as Exhibit C, containing the information and certifications shown in Exhibit C. Grantee’s disbursement requests shall be submitted on or about the following fiscal quarter starting dates and in equal amounts to exhaust the entirety of the Grant Amount:
- As soon as practicable following execution of this Contract
 - Fiscal quarter starting October 1, 2022
 - Fiscal quarter starting January 1, 2023
 - Fiscal quarter starting April 1, 2023
- B. Conditions to Disbursements. As to any disbursement, the State has no obligation to disburse funds unless all of the following conditions are met on the date of disbursement:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made by the Grantee in this Contract are true and correct as if made on such date.

(3) [reserved]

(4) Any conditions to disbursement elsewhere in this Contract are met.

- C. Conditions to the State's Obligations. The State's obligation to make, and the Grantee's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- D. Disbursement by the State. Upon receipt and approval of a Disbursement Request and satisfaction of the conditions set forth in Section 3.B and Section 3.C, the State shall disburse or cause to be disbursed the portion of the Grant Amount so requested to the Grantee within 30 days of the date of such Disbursement Request.

SECTION 4 – USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Grantee shall use disbursements of the Grant only for Costs of the Project and in compliance with the Grantee's certifications in its Disbursement Request. Grantee must expend the entire Grant Amount on Costs of the Project no later than the Expenditure Deadline.
- B. Unexpended Proceeds. If the full Grant Amount is not required to pay Costs of the Project that were incurred by the Grantee on or before the Project Completion Deadline, the State will retain the excess or if the grant funds are in Grantee's possession, Grantee will return to the State the excess amount.

SECTION 5 – REPRESENTATIONS AND WARRANTIES

State and the Grantee each, as separate parties, represent and warrant to the other:

- A. Organization and Authority.
- (1) The party is a public entity, validly created and existing under the laws of the State of Oregon and authorized by law to either grant (State) or receive (Grantee) state aid.
 - (2) The party has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) grant (State) or receive (Grantee) financing for the Project.
 - (3) This Contract has been duly authorized and executed by an authorized representative of the party, and when executed by the both parties, is legal, valid and binding, and enforceable in accordance with its terms.
- B. Full Disclosure. The Grantee has disclosed in writing to the State all facts that may materially adversely affect the Project, or the ability of Grantee to perform all obligations required by this Contract. The information contained in this Contract is true and accurate in all respects.

- C. Pending Litigation. The Grantee has disclosed in writing to the State all proceedings pending (or to the knowledge of the Grantee, threatened) against or affecting the Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of the Grantee to perform all obligations required by this Contract.
- D. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of the Grantee to perform all obligations required by this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which the Grantee is a party or by which the Project or any of the Grantee's property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which the Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to the Grantee, the Project or the Grantee's properties or operations.
- F. Governmental Consent. The Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and undertaking and completion of the Project.

SECTION 6 – COVENANTS OF GRANTEE

Grantee covenants as follows:

- A. Compliance with Laws. The Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project, including but not limited to, the American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), and all implementing regulations 31 CFR 35.1 et seq. and other guidance promulgated by the U.S. Department of the Treasury (hereafter collectively called "CSFRF"). These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- B. Project Reporting Obligations.
- (1) The Grantee shall furnish progress reports to DAS and to HECC, in a form substantially similar to Exhibit B, attached to this Contract. The report shall describe the progress of the Project as measured against an established Project timeline of deliverables or objectives

and describe expenditures incurred to date as measured against the Project Budget. The progress report deadlines are stated in Exhibit B.

- (2) The Grantee shall submit to HECC a Performance Plan and Spend Plan as specified in Exhibit B.
- (3) Promptly after the Project Completion Date and in no event later than the Project Closeout Deadline, the Grantee shall furnish to HECC a final report on the Grantee's expenditure of the Grant Amount and a certificate of occupancy, if applicable, for the Project. In addition, the Grantee shall submit a Certificate of Final Completion by the Project Closeout Deadline in a form substantially similar to Exhibit D attached to this Contract.
- (4) The Grantee shall provide such additional reports as the State may reasonably request from time to time.

- C. Real Property. Legal title to all real property that is part of the Project shall be owned in fee simple by Grantee or as lessee under a 99-year lease, free and clear of all encumbrances other than minor encumbrances. If Grantee holds the property as a lessee, the lease must be approved by HECC and cannot be terminated without HECC's approval. Grantee shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts sufficient to cover improvements. If Grantee suffers a loss that is covered by title insurance, insurance proceeds will be paid to the State of Oregon, not to exceed the amount of this Grant which was disbursed to Grantee for this Project.
- D. Operation and Maintenance of the Project. The Grantee shall construct the Project. The Grantee shall not abandon the Project and shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public university public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.
- E. Insurance, Damage. The Grantee shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, Grantee shall inform the State in writing that the insurance proceeds will be used to rebuild the Project.
- F. Sales, Leases and Encumbrances. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, the Grantee shall, within 30 days of receipt of any proceeds, inform the State.
- G. Condemnation Proceeds. If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, the Grantee shall inform the State and shall pay such proceeds to the State, up to the Grant Amount disbursed for the Project, unless Grantee has informed the State in writing that the condemnation does not impair the use of the Project for the purposes contemplated in this Agreement or that the condemnation proceeds will be used to rebuild the Project.

- H. Financial Records. The Grantee shall keep accurate books and records for the use of the Grant and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board in effect at the time.
- I. Inspections; Information. The Grantee shall permit the State and any party designated by the State: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, the Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters. The Grantee shall supply any related reports and information as the State may reasonably require.
- J. Records Maintenance. The Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, the Grant for a period no less than six years or such longer period as may be required by other provisions of this Contract, applicable law, or other agreements.
- K. Notice of Default. Each party shall give the other prompt written notice of any Default as soon as any senior administrative or financial officer of the party becomes aware of its existence or reasonably believes a Default is likely.
- L. Indemnity; Release.
- (1) To the extent allowed by law, each party ("Indemnifying Party") shall defend (subject to ORS chapter 180), indemnify, save, and hold harmless and release the other party, its officers and employees ("Indemnified Party") from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review, arising out of or relating to the Indemnifying Party's acts or omissions in connection with this Contract or the Project.
 - (2) The Indemnifying Party will have control of the defense and settlement of any claim that is subject to Section 6.L.(1). Notwithstanding the forgoing, neither Indemnifying Party nor any attorney engaged by the Indemnifying Party may defend the claim in the name of Indemnified Party, nor purport to act as legal representative of the Indemnified Party, without first receiving from the Indemnified Party (for HECC and the State of Oregon, from the Attorney General, in a form and manner determined appropriate by the Attorney General), authority to act as legal counsel for the Indemnified Party. Nor may the Indemnifying Party settle any claim on behalf of the Indemnified Party without the approval of the Indemnified Party (for HECC and the State of Oregon, from the Attorney General). The Indemnified Party may, at its election and expense, assume its own defense and settlement if the Indemnified Party determines that the Indemnifying Party is prohibited from defending the Indemnified Party, or is not adequately defending the Indemnified Party's interests, or that an important legal principle is at issue and the Indemnified Party desires to assume its own defense.

- M. Administrators are not Federal Employee. Grantee certifies that none of its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

SECTION 7 – DEFAULTS

- A. Any of the following constitutes an “Event of Default” of the Grantee:
- (1) Any false or misleading representation is knowingly made (as defined by ORS 180.755(2)) by or on behalf of the Grantee, in this Contract or in any document provided by the Grantee to the State related to this Grant or the Project.
 - (2) The Grantee fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to the Grantee by the State. The State may agree in writing to an extension of time if it determines the Grantee has instituted and has diligently pursued corrective action.
- B. State Default. The State will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 – REMEDIES

- A. Remedies. Upon any Event of Default, the State may pursue any or all remedies in this Contract, and any other remedies available at law or in equity (including specific performance) to collect amounts due or to become due or to enforce the performance of any obligation of the Grantee. Remedies may include, but are not limited to:
- (1) Terminating the State’s commitment and obligation to make any further disbursements of the Grant under this Contract.
 - (2) Withholding amounts otherwise due to the Grantee under this Contract or and applying such amounts to the payment of amounts due under this Contract.
 - (3) Requiring repayment of the Grant and the State’s costs of exercising its remedies under this Contract, including reasonable attorney’s fees and costs.
- If, as a result of an Event of Default, the State demands return of the portion of the Grant moneys related to the Event of Default, such amount shall be due and payable upon demand.
- B. Application of Moneys. Any moneys collected by the State pursuant to Section 8.A will be applied first, to pay any reasonable attorneys’ fees and other fees and expenses incurred by the State; then, to repay any Grant Amount owed; and last, to pay any other amounts due and payable under this Contract.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to the State is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The State is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 7.A.(2).
- D. Grantee Remedies. In the event of default by the State, Grantee's sole remedy will be for disbursement of all or a portion of the Grant Amount used, or to be used, for Costs of the Project reviewed and accepted by the State, less any claims the State has against Grantee.

SECTION 9 – MISCELLANEOUS

- E. Time is of the Essence. The Grantee agrees that time is of the essence under this Contract.
- F. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (2) This Contract will be binding upon and inure to the benefit of the State, the Grantee, and their respective successors and permitted assigns.
 - (3) The Grantee hereby approves and consents to any assignment or transfer of this Contract that the State deems to be necessary.
- G. Disclaimer of Warranties; Limitation of Liability. The Grantee agrees that:
- (1) The State makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are the State, any agency of the State or their agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- H. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to HECC: Director, Office of Postsecondary Finance and Capital
Higher Education Coordinating Commission
3225 25th Street SE
Salem, OR 97302

If to the Grantee: Lara Moore, Vice President for Finance & Administration
Eastern Oregon University
One University Blvd
La Grande, OR 97850

- I. No Construction Against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- J. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- K. Survival. Except as specifically provided in Section 3.C, and notwithstanding any other provision of this Contract, the obligations of the parties under this Contract survive disbursement of the Grant Amount and do not terminate.
- L. Amendments, Waivers. This Contract may not be amended without the prior written consent of the State and the Grantee. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given. In the event that rules or laws change in a manner that affects the administration of this Contract or the disbursement of the Grant Amount under this Contract, the State and the Grantee agree to cooperate to implement any amendments to this Contract that the parties deem necessary and desirable.
- M. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to the State by its attorneys in the Oregon Department of Justice.
- N. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court. This paragraph is also not a waiver by the State of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- O. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement among the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- P. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SECTION 10 – FEDERAL AMERICAN RESCUE PLAN ACT REQUIREMENTS

- A. Federal Contract Clauses. Unless exempt by federal law, Grantee must comply and cause all contractors and subcontractors to comply with all federal requirements to the extent that they are applicable to this Contract, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.
- B. Employee Whistleblower Protection. Grantee must comply, and ensure the compliance by contractors and subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform contractors, subcontractors, and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. Compliance with 2 CFR Part 200. Unless otherwise exempt by federal law, Grantee must comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.
- D. Federal Funds; Federal False Claims. The State's payments to Grantee under this Agreement will be paid by funds received by the State from the United States Federal Government. By signing this Agreement, Grantee certifies neither it nor its employees, contractors, or subcontractors who will administer this Agreement are currently employed by an agency or department of the federal government. Grantee acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject Grantee to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise under 18 U.S.C § 1001; 31 U.S.C. §§ 3729-3733 and 3801-3812.
- E. Federal Nondiscrimination. Grantee must comply, and require all contractors and subcontractors to comply, with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Project. Without limiting the generality of the foregoing, Grantee expressly

agrees to comply and require all contractors and subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (e) the Americans with Disabilities Act of 1990, and (e) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

F. Equal Employment Opportunity. If this is a construction contract as defined by 41 C.F.R. § 60-1.3 exceeding \$10,000, including amendments, then Grantee must comply, and require all contractors and subcontractors to comply, with the following:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) In all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) Send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Include this Section F (EEO), subsections (1) through (7), in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. Take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (9) Be subject to sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantee, its contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246 of September 24, 1965, as amended.

G. Minority and Women Business Enterprises. Grantee hereby agrees to comply with the following: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, Grantee hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps include the following:

- (1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- (2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

- (3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- (5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (6) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (1) through (5) above. For the purposes of these requirements, a Minority Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

H. Prevailing Wage.

- (1) State of Oregon Prevailing Wage for Public Works. If this contract is for a "public work" as defined by ORS 279C.800(6)(a), and not otherwise exempt under ORS 279C.810 Grantee must require of its contractors that:
 - (i) All workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840;
 - (ii) Every contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9); and
 - (iii) If a contractor is required to file certified statements under ORS 279C.845, the contractor must comply with all provisions of ORS 279C.845 and Grantee shall retain 25 percent of any amount earned by the contractor on the public works until the contractor has filed with the certified statements as provided by ORS 279C.845.
- (2) Davis-Bacon – Federal Prevailing Wage. If this is a prime construction contract exceeding \$2,000, Grantee must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Grantee's contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Grantee's contractors must pay wages not less than once a week. Grantee must ensure its contractors and subcontractors acknowledge the current prevailing wage determination issued by the Department of Labor. Grantee's decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Grantee acknowledges all suspected or reported violations will be reported to the appropriate Federal awarding agency.

- (3) When Subject to Both State and Federal Prevailing Wage. If this Contract is subject to ORS 279C.800 to ORS 279C.870 (State of Oregon Prevailing Wage) and 40 U.S.C. 3141 et seq. (Davis-Bacon Act – Federal Prevailing Wage), Grantee must require all contractors and subcontractors to pay wages at not less than the higher of the applicable state or federal prevailing rate of wage, and as further provided by the Commissioner of the Bureau of Labor and Industries.

- I. Anti-Kickback. Grantee must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. Grantee acknowledges all suspected or reported violations will be reported to the appropriate Federal awarding agency.
- J. Contract Work Hours and Safety Standards Act. For all contracts exceeding \$100,000 that involve the employment of mechanics or laborers, Grantee must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Each contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work exceeding the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- K. Federal Rights to Inventions Made Under a Contract or Agreement. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Project under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Grantee agrees that it has been provided the following notice:
- (1) The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the any intellectual property created under this Contract, and to authorize others to do so, for Federal Government purposes with respect to:(1) The copyright in any intellectual property developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grantsupport.
- (2) If this Contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee, its contractors or subcontractors, wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee, its contractors or subcontractors, must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (3) The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

L. Debarment and Suspension. Grantee will ensure its contractors and subcontractors certify that they are not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. Byrd Anti-Lobbying Amendment. Grantee must comply with 31 U.S.C. 1352. In addition, each tiered contractor must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Grantee, contractors, and subcontractors must forward all certifications to the State.

By signing this Contract, the Grantee certifies, to the best of the Grantee’s knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- (3) Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- (4) This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). Grantee is prohibited from obligating or expending funds received under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

O. Buy USA Preference. Grantee must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as

polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Procurement of Recovered Materials. Grantee must comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In addition, in the performance of this Contract, Grantee must make maximum use of products containing recovered materials designated by the Environmental Protection Agency (EPA) at 40 CFR part 247, unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Grantee, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions. The undersigned are each authorized to execute and deliver this Contract on behalf of the respective parties hereto.

STATE OF OREGON

acting by and through the
Higher Education Coordinating Commission

By: Ben Cannon
Ben Cannon
Executive Director

Eastern Oregon University

By: Lara Moore
Lara Moore
Vice President for Finance &
Administration

Date: 11.29.2022

Date: 11.28.2022

HECC Procurement Review

By: Derek Dizney
Derek Dizney
Procurement Manager

Date: 11/29/2022

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

\s\ via email on 11/07/2022

Sean Brady, Senior Assistant Attorney General

EXHIBIT A – PROJECT DESCRIPTION AND BUDGET

Project Description:

This project is for the restoration of Grantee's Grand Staircase, as stated in HB 5006, Section 413 (2021).

Budget:

Grant Amount: \$4,000,000.

EXHIBIT B – PROGRESS REPORTS, PERFORMANCE PLAN, AND SPEND PLAN

Progress Reports

Due Dates:

Grantee shall provide quarterly and annual progress reports to HECC on the following dates, commencing on the next due date following execution of this Contract and on a form provided by HECC after execution of this Contract:

Quarterly Reports Due: January 1, April 1, July 1, October 1

Annual Reports Due: July 1

Quarterly Report Content:

Quarterly Reports must contain the following information which is necessary for HECC and Department of Administrative Services (“DAS”) to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200, aka Super Circular.

1. Expenditure Report

- a) Quarterly Obligation Amount
- b) Quarterly Expenditure Amount
- c) Projects
- d) Primary Location of Project Performance
- e) Detailed Expenditures (categories to be provided by DAS)

2. Project Status Update

- a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
- b) Progress since last update including project outputs and achieved outcomes.
- c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
- d) Optional: Share with HECC any community outreach/engagement or other positive local news stories.

Annual Report Content:

1. How the Project is promoting equitable outcomes, if applicable
2. How the Project is engaging with the community, if applicable

Project Performance Plan

Grantee shall provide a Project Performance Plan to HECC no later than 30 days following execution of this Contract, on a form provided by HECC following execution of this Contract.

The Project Performance Plan must include the following information:

1. Problem Statement
2. Goal

3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Spend Plan

Grantee shall submit a Project Spending Plan in substantially similar format to the below chart no later than 30 days following execution of this Contract.

Project Spending Plan	
Quarter Ending:	Amounts
September-22	\$ -
December-22	\$ -
March-23	\$ -
June-23	\$ -
September-23	\$ -
December-23	\$ -
March-24	\$ -
June-24	\$ -
September-24	\$ -
December-24	\$ -
March-25	\$ -
June-25	\$ -
September-25	\$ -
December-25	\$ -
March-26	\$ -
June-26	\$ -
September-26	\$ -
December-26	\$ -
Total	\$ -

EXHIBIT C – FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST

Date: [insert date of request]

Project Name: Grand Staircase, Grant # 21-208

Name of Grantee: Eastern Oregon University

On behalf of Eastern Oregon University (the “Grantee”) I hereby request a total disbursement of \$ _____ under the Grant Contract listed above (the “Grant Contract”).

I hereby make the following certifications in connection with this Disbursement Request:

1. All of the funding requested by this Disbursement Request (the “Disbursement”) will be used solely for Costs of the Project.
2. The Grantee is eligible to receive the Disbursement under the terms of the Grant Contract, and has satisfied all conditions that the Grant Contract requires be satisfied for HECC to make the Disbursement.
3. All of the Disbursement will be used to pay for Costs of the Project.
4. All representations of the Grantee in the Grant Contract are true and correct on the date of this Disbursement Request and all warranties by the Grantee in the Grant Contract continue to be in effect.

The certifications in this Disbursement Request are true and accurate to the best of my knowledge and belief, after reasonable investigation.

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Grant Contract.

Eastern Oregon University

By: _____

Name:

Title:

Date: _____

EXHIBIT D – CERTIFICATE OF FINAL COMPLETION

Date: [insert date]

Project Name: Grand Staircase

Name of Grantee: Eastern Oregon University

In accordance with Section 6.B.(3) of the Grant Contract listed above (the “Grant Contract”), Eastern Oregon University (“Grantee”) has submitted a final report to the Higher Education Coordinating Commission (“HECC”) for the Project. The final report includes the Grantee’s expenditure of the Grant Amount and a certificate of occupancy, if applicable, for the Project.

The Project, as described in Exhibit A of the Grant Contract, has been completely and satisfactorily performed; and as applicable, acquired, constructed, delivered and installed in accordance with the contract between Grantee and the contractor engaged to perform the Project work.

All costs incurred by the Grantee in connection therewith and all expenses incidental thereto have been determined and paid, or provision has been made for the payment.

Amount of Grant Spent for Project: \$ _____

Amount of Unspent Grant Amount: \$ [_____]

PERFORMANCE AND PAYMENT BOND

Know all persons by these presents, that _____, hereinafter called the PRINCIPAL, and _____ a CORPORATION or partnership duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto the Eastern Oregon University in La Grande, Oregon, hereinafter called the OBLIGEE in the sum of

DOLLARS _____ (\$ _____)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, _____

(Contractor)

the PRINCIPAL herein, on the _____ Day of _____, entered into a Contract with the OBLIGEE, for the _____ Project, which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall faithfully, punctually and completely perform and abide with the covenants, terms, conditions and provisions of said Contract and any extensions thereof in all respects and within the time prescribed therein, including, but not limited to, the terms of any warranty and guarantee required under the said Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and hold Obligor harmless from all cost and damage that Obligor may suffer by reason of Principal's failure to do so; and shall in all respects perform said Contract according to applicable law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Obligor does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Subcontractors or Principal's use of Project funds.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said Contract and no forbearance on the part of Obligor shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligor and judgment or award is entered in Obligor's favor, Surety shall pay all of Obligor's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators, successors or assigns.

Executed this ____ day of _____, 2023.

(Seal)
PRINCIPAL

Title

Address

(Seal)
SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address

PAYMENT BOND

(Bond No.)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____
_____ as Principal and _____ as Surety, a
corporation organized and existing under the laws of the state of _____, are held and bound
unto Eastern Oregon University in La Grande, Oregon, for the use and benefit of all persons or entities
that provide labor, materials, equipment or supplies for use under the Contract described below, in the
penal sum of _____ Dollars (\$ _____), lawful money of the United States of
America, for the payment of which Principal and Surety bind themselves and their heirs, executors,
administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a Contract dated _____, 201_ with Obligee for
the _____ project ("Project"), which Contract is made a part hereof as if fully
incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal
shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies
for use under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full
force and effect.

In any event, this obligation shall remain in full force and effect for the applicable period of
limitations or repose, whichever is longer.

Surety acknowledges that Obligee does not owe any duty to Surety to advise, notify or consult
with Surety on any matters relating to the Principal or the Project, including, but not limited to,
Principal's payments to Subcontractors or Principal's use of Project funds.

Principal and Surety hereby jointly and severally agree that any person or entity that provides
labor, material, equipment or supplies for use under said Contract and has not been paid in full may sue
on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as
may be justly due and owing claimant and have execution thereon. Obligee shall not be liable for the
payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

No prepayment or delay in payment and no change, extension, addition or alteration of any
provision of said Contract and no forbearance on the part of Obligee shall operate to relieve Surety from
liability on this bond, and Surety hereby consents to any such changes, extensions, additions and
alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligee
and judgment or award is entered in Obligee's favor, Surety shall pay all of Obligee's costs incurred in
such arbitration, litigation or other proceeding, including any attorney and expert witness fees.

Except as expressly provided above, no right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators, successors or assigns.

Executed this _____ day of _____, 201__.

(Seal)
PRINCIPAL

Title

Address

(Seal)
SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address

END OF SECTION

EASTERN OREGON UNIVERSITY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

September 21, 2021

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

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**EASTERN OREGON UNIVERSITY
GENERAL CONDITIONS FOR PUBLIC
IMPROVEMENT CONTRACTS**

(“Eastern Oregon University General Conditions”)

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

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

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

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

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

CLAIM, means a claim, dispute, controversy, request, notice, demand or other problem asserted 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 Eastern Oregon University General Conditions.

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

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

CONTRACT DOCUMENTS, means the Public Improvement Contract, Eastern Oregon University General Conditions, Supplemental General Conditions if any, Plans, Specifications, Construction Change Directives, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion. However, this definition of Contract Period will not establish a period of limitation or repose with respect to the enforcement any obligations either Owner or Contractor have under the Contract Documents.

CONTRACT PRICE, means the total amount payable to Contractor as adjusted in accordance with the Contract Documents.

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

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

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

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a 10% markup on the prevailing wage (but not the fringe benefit) to cover Contractor’s labor burden including but not limited to social security, Medicare, unemployment insurance, workers’ compensation insurance; substantiated project cost increases for specific insurance (including, without limitation, Builder’s Risk Insurance and Builder’s Risk Installation Floater) or 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; travel expense reimbursement only if specifically authorized and only to the extent allowable under the Eastern Oregon University Contractor Travel Reimbursement Policy, hereby incorporated by reference.

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, pandemic (except for the COVID-19 pandemic), 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.

D/M/W/ESB/SDVBE REPORT, means an accurate report by the Contractor to the Owner identifying all disadvantaged business enterprises, minority-owned businesses, women-owned businesses, emerging small businesses, and service disabled business enterprises (D/M/W/ESB/SDVBE), as those terms are defined in ORS 200.005, or as self-reporting as otherwise meeting the same requirements of ORS 200.005, receiving contracts throughout the course of the Work. An initial D/M/W/ESB/SDVBE Report is required (see Section E.2.9) and D/M/W/ESB/SDVBE 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 D/M/W/ESB/SDVBE and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to D/M/W/ESB/SDVBE, 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 D/M/W/ESB/SDVBE and the dollar value of their respective contracts and subcontracts including all Contracts and Change Orders incorporated during the course of the project.

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 or a proposal in connection with a Request for Proposals, or Solicitation Document. May also be referenced as “Bid”, “Quote”, or “Proposal” based on the type of Solicitation Document

OFFEROR, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as “Bidder”, “Quoter” or “Proposer” based on the type of Solicitation Document.

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), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor’s labor burden for fringe benefit if paid to the employee, expenses of Contractor’s offices and supplies at the job site (e.g. job trailer) and at Contractor’s principal place of business and including expenses of personnel staffing the job site office and Contractor’s principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, the Eastern Oregon University an Oregon public university. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these Eastern Oregon University General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672 or any of their respective duties and obligation under any contracts with the Owner.

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

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

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

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

SOLICITATION DOCUMENT, means Instructions to Bidders or Offerors or a Request for Proposal or a Request for Quotes or any other written document issued by Owner that outlines the required Specifications necessary to submit a Bid, Proposal, or other response.

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 or indirect contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work or supply equipment and/or materials. For the avoidance of doubt the term Subcontractor includes sub-subcontractors and sub-suppliers of materials and equipment at all tiers.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose without unreasonable interruption. 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.3.2.

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

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

WORK, means the construction and 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, and reasonably inferable from, 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, and reasonably inferable from, 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) Eastern Oregon University General Conditions;

- (d) The Public Improvement Contract;
- (e) Division One (General Requirements) of the Specifications;
- (f) Detailed Schedules of finishes, equipment and other items included in the Specifications;
- (g) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (h) Large-scale drawings on Plans;
- (i) Small-scale drawings on Plans;
- (j) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (k) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

A.4.1 It is understood that the Contractor, before submitting 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. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce

first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time is involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 Pursuant to ORS 352.138, the Owner, as a public university, is not subject to certain provisions of Oregon law, including certain provisions of the public contracting code. To the extent these General Conditions or other Contract Documents include certain of the provisions that are not applicable to public universities under ORS 352.138, those provisions nonetheless are part of the Contract and are enforceable against the Contractor to the extent they impose requirements or obligations on the Contractor.

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. Nothing contained in this Contract shall be deemed or construed to (1) make Contractor or any Subcontractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor or any Subcontractor.

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, state, county, and regional taxes (including but not limited to Oregon's corporate activity tax) 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 Owner or State of Oregon for purposes of performing Work under this Contract.

SECTION B
ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

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

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

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

- B.2.3 The Contractor is responsible for the actions and omissions (including but not limited to negligent acts and omissions) 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.2.4 Review or approval by Owner or its agents of Contractor's means, methods, techniques, procedures or submittals, or of any other aspect of Contractor's Work or services shall not relieve Contractor of its sole liability for any damages resulting from or arising out of defects or deficiencies in the Contractor's means, methods, techniques, procedures or submittals, or of any other aspect of Contractor's Work or services.

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 or non-conforming Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with Applicable Laws pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable:
- (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as

amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

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

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

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the

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

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

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

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

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

B.8 SEVERABILITY

If any provision of this Contract is declared by a court or arbitrator to be unenforceable, 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 access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation or arbitration, Contractor shall retain all such records until all litigation or arbitration is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation or arbitration is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these Eastern Oregon University General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless 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, which will include the Owner's project for the renovation of Inlow Hall. Contractor shall coordinate work with the Owner's other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way

that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13. The Contractor specifically acknowledges that the Owner's project to renovate Inlow Hall will occur concurrent with the Contractor's Work, and Contractor has fully taken into account the Inlow Hall renovation project in agreeing to its obligations in the Contract, including its obligations to coordinate its Work activities and schedule with the work activities and schedule of the contractor(s) performing the work on the Inlow Hall renovation project.

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 Union County for the State of Oregon; provided, however, (1) 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, or (2) if jurisdiction cannot be obtained over another person or entity involved in a common issue of law or fact in dispute, then at the Owner's election the Claim may be brought in any such court where jurisdiction may be obtained over such involved person or entity.. 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. The Contractor shall ensure a provision equivalent to this Section B.16 is included in all agreements with Subcontractors.

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 of the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

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

- B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:
- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subsubcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the

Contract Documents may be returned by the Architect/Engineer without action.

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

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

If Owner fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Public Improvement Contract.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C **WAGES AND LABOR**

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

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

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out

accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 Pursuant to ORS 279C.505 and as a condition precedent 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.3.1.5 Demonstrate that an employee drug testing program is in place as follows:
- (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,
 - (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.
- (b) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site. Contractor shall require each Subcontractor providing labor for the project to:
- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees,

and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

- (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition precedent to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-Day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;

(b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;

(c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- (1) Notifies the Subcontractor in writing at least

45 days before the date on which the Contractor makes the change; and

- (2) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).

(e) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs (a) through (d) above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

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

Pursuant to ORS 279C.530, and as a condition precedent 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 precedent to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference: no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

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

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

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

SECTION D **CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, Specifications, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

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

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

- (a) Unit Pricing: Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that

established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.

- (b) Fixed Fee: If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) Time and Material: In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own forces

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

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

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not

made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be deemed waived. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

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

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

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

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

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at the time of execution of the Contract. The Contractor is notified that numerous changes may

be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly or indirectly 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.1.8 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 additional 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, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner.

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; or
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; or
- (c) Do not impact activities on the accepted critical path schedule; or
- (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, 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 immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions

differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) To the extent caused by adverse weather conditions not reasonably anticipatable. 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 reasonably anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

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

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

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

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

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

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under

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

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

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these Eastern Oregon University General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim by Contractor is made in accordance with the time and procedural requirements in these General Conditions, it shall be deemed 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 adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

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

D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15)

Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

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

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

D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

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

D.3.8 Should any suit, action or arbitration be commenced in connection with any dispute arising out of this Contract, the prevailing party shall be entitled to recover its costs and disbursements, investigation costs and fees, expert witness costs and fees, and attorney costs and fees, as the court or arbitrator may adjudge reasonable, incurred in connection with such dispute before trial or arbitration, at trial or arbitration, upon any motion for reconsideration, upon any appeal or petition for review, and upon any collection efforts or proceedings.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference, a schedule of values ("Schedule of Values") for the contracted Work. This schedule shall provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest for overdue invoices at the rate of two thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within fourteen (14) days from the date of the receipt of the accurate invoice.

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 ten (10) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute.

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

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

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

face of each copy thereof, a certificate in substantially the following form:

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

Signed: _____
Dated: _____"

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

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under this Contract for the rejection of the Work or materials and/or equipment that are defective or not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

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

- (a) Work that is defective or non-conforming and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;

- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

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

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

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

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

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder

shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.2.9 Contractor shall submit its initial D/M/W/ESB/SDVBE 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 D/M/W/ESB/SDVBE 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 D/M/W/ESB/SDVBE Report otherwise due on that June 30. The final D/M/W/ESB/SDVBE Report shall be filed with the application for final payment. Timely receipt of D/M/W/ESB/SDVBE Reports by Owner shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in OAR 580-063-0045, or the applicable Eastern Oregon University standard.

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

E.5.1.2 If the Contract Price exceeds \$500,000, the Owner shall place amounts withheld as retainage into an interest-bearing escrow account pursuant to ORS 701.420(2)(b).

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 one percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the

Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15 Day period.

E.5.1.4

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

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. References to liens and lien waivers in these General Conditions shall not be construed as Owner's concession that such liens are valid under Oregon law.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

SECTION F
JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

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

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety shall be the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to

the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations. Prior to commencement of any Work, Contractor shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.

F.3 CUTTING AND PATCHING

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

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

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

- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.
- F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:
- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Laws;
 - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
 - (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.
- F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-142-0050, to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law.)
 - (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
 - (c) Exact time and location of release, including a description of the area involved.
 - (d) Containment procedures initiated.
 - (e) Summary of communications about the release between Contractor and members of the press or State, local or federal officials other than Owner.
 - (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
 - (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

- F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor

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

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

F.7 FORCE MAJEURE

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

SECTION G **INDEMNITY, BONDING, AND INSURANCE**

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

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

- G.1.2 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, reimburse and defend (with counsel approved by Owner) the Owner and Owner's agents, employees, officers and directors from, for, and against suits, actions, awards, penalties, liabilities, claims, damages, losses and expenses, whether actual or merely alleged and whether directly incurred or from a third party, including but not limited to attorneys' and expert witnesses' fees, and related costs, disbursements, and expenses, arising out of or resulting from performance of the Work including, but not limited to, any such suit, action award, penalty, liability, claim, damage, loss, or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligence, breach of contract, or other wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they are responsible, or by failure of any such person or entity to perform as required by this Agreement.

- G.1.3 To the fullest extent permitted by law, in claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for

the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

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

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

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

G.3 INSURANCE

- G.3.1 Contractor shall comply and shall require Subcontractors to comply with the Insurance Requirements in Exhibit A.

SECTION H **SCHEDULE OF WORK**

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence of the Contractor's performance under the Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

- H.1.2 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.

- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, labor trades, and long lead items

broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

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 or non-conforming. Contractor shall promptly remove from the premises and replace all defective or non-conforming materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective or non-conforming (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 or non-conforming 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. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such corrective work within a reasonable time after Owner's demand. If Contractor fails to complete the corrective work within such period as Owner determines reasonable, or at any time in the event of corrective work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

I.2.2 Nothing in this Section I.2 provision shall limit or negate Contractor's obligation to perform the Work in accordance with the Contract Documents (or time limitations for Owner's enforcement of those obligations), guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents

for specific installations, materials, processes, equipment or fixtures.

- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation or repose with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing site conditions;
 - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

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

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

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract for Owner's convenience in whole or in part whenever Owner determines, in the Owner's sole discretion, that termination of the Contract is in the best interest of Owner and/or the public.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's 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.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K **CONTRACT CLOSE OUT**

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to

any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. In addition to any off-site training required by the Contract Documents, training shall include a formal session conducted at the Work site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

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

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having

jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

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

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

The Owner's property is tobacco free, drug free, and weapons free areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with the Owner Drug, Tobacco and Weapon Free Campus policies, hereby incorporated by reference.

K.9 SURVIVAL

Without limiting the survivability of any other provision of the Contract, that by its nature survives termination, all corrective obligations, 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.

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END OF SECTION

01 10 00 SUMMARY OF WORK

PART 1 GENERAL

1.0 SUMMARY OF WORK

The work under this contract consists of the reinstallation of the historic Grand Staircase. Scope of work includes the following, but not limited to:

- Furnish and installation of Sub-grade structural fill, and final grade
- Installation of the new Grand Staircase in its entirety, including; concrete footings, architectural concrete retaining walls, flatwork, steps, cast stone ballasters and rails, metal rails, and light fixtures
- Reinstallation of existing historic light posts. Furnish and install new footings, and new fixtures (6)
- Furnish and installation of storm water system; public and private
- Furnish and installation of new public walk and curb (partial)
- Furnish and installation of new concrete plaza and snow melt system adjacent to Inlow Hall (partial)
- Furnish and installation of new signage
- Furnish and installation of new security cameras, posts, and footings
- Furnish and installation of new top soil and landscaping
- Furnish and installation of new lower terrace paving and stone mulch
- Project work will include all required erosion control and best management practices plan

Alternates: None

1.1 REQUIREMENTS

A. Owner Occupancy

1. Cooperate with Eastern Oregon University to minimize conflict and to facilitate Eastern Oregon University's operations.
2. Schedule the Work to accommodate Eastern Oregon University use of the site and facilities.

B. Contractor Use of Site and Premises – Includes building interiors during renovations and remodels:

1. Arrange use of site and premises to allow:
 - a. Work by Others.
 - b. Work by Eastern Oregon University.
 - c. Use of Eastern Oregon University campus pathways and facilities by public.
2. Provide access to and from site as required by law and by Eastern Oregon University:
 - a. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - b. Do not obstruct building corridors or other areas of the project in use by Eastern Oregon University.

- c. Limit parking and staging areas to areas designated by Eastern Oregon University.
- 3. Time Restrictions:
 - a. In compliance with the City of La Grande Ordinance #3241, Section 12.A.5 Noise Disturbances: Limit exterior work and equipment startup between the hours of 7:00am and 10:00pm, except by special permit granted by the City of La Grande. For exterior work adjacent to Alikut Hall, Daugherty Hall, North Hall, Quinn Coliseum and Fitness Center, and Zabel Hall, limit work and equipment startup between the hours of 8:00am and 7:00pm.
 - b. Limits to interior work to be determined on a per project basis.
- 4. Utility Outages and Shutdown:
 - a. Limit disruption of utility services to hours the site is unoccupied or as approved by Eastern Oregon University.
 - b. Do not disrupt or shut down life safety systems and utilities, which may impact the campus or other facilities, including but not limited to electrical service, plumbing service, network service, fire sprinklers and fire alarm system, without 7 days notice to Eastern Oregon University and authorities having jurisdiction.
- 5. Prevent accidental disruption of utility services to other facilities.
- C. Overtime Work
 - 1. To permit arrangements for inspections, the Contractor shall notify the Owner's Representative at least 72 hours in advance of any overtime work, including nights, weekends, and holidays. Do no overtime work without notifying Owner's Representative.
 - 2. The Contractor shall reimburse the Owner for any expenses incurred by them because of Contractor's overtime work.
- D. Work in Public Right of Way
 - 1. The Contractor shall obtain any required Right-of-Way Work Permits, pay Permit Fees, and comply with governing Regulatory Agency requirements, including providing any additional Insurance required by Public Authority.
- E. Protecting Existing Utilities
 - 1. Drawings indicate approximate location of any known, concealed Utility Lines. Before starting work, Contractor shall determine exact location of any of these Lines that could be damaged by Contract Work.
 - 2. Contractor shall assume that other unknown Utility Lines do exist, and Contractor shall proceed with caution when working in areas that could conceal unknown Utilities. If such Utility Lines are encountered, immediately request disposition instructions from Architect and Owner's Representative.
 - 3. If Utility Lines are damaged, remove, repair, or replace Lines as directed. Additional compensation and/or extensions of time, if any, caused by removing, repairing, or replacing Lines will be determined in accordance with General Conditions.
- F. Correction Period for Non-Complying Work
 - 1. Contractor's response to notice of Work to be Corrected shall be accomplished during the following time periods:
 - a. Emergency Work:

1. Failures or deficiencies constituting immediate danger or health hazard to People or likely damage to Property.
 2. Response Time: 24 hours per day 7 days per week.
- b. Urgent Work:
1. Failures or deficiencies which do not immediately endanger Persons or Property, but would soon do so if not corrected.
 2. Response Time: Between 7AM and 4PM on Mondays through Fridays and within 3 calendar days following receipt of Notice.
- c. Routine Work:
1. Failures or deficiencies of less importance that do not meet criteria of Emergency or Urgent work.
 2. Response Time: Between 7AM and 4PM on Mondays through Fridays and within 5 calendar days following receipt of Notice.
- G.

01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Contract modification procedures.
- C. Additional architectural service for extraordinary contract administration.
- D. Procedures for preparation and submittal of application for final payment.

1.02 DEFINITIONS

- A. Architect's Supplemental Instruction (ASI): Minor change in Work directed by Architect.
- B. Proposal Request (PR): A formal request from Owner to Contractor for change in Contract Sum and Time required to perform the proposed change in Work. Proposal Request is not a directive to perform the proposed change.
- C. "Construction Change Directive" and "Change Order" have meanings defined in AIA Document A201.
- D. Extraordinary Contract Administration: Architectural service to enforce Contract Documents resulting from Contractor's failure to comply with requirements for Contractor's request for accelerated procedures.

1.03 SCHEDULE OF VALUE

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect and Owner for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit a printed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- D. Submit Schedule of Value in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization including mobilization and associated fees for subcontractors.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application for Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit monthly unless another interval beyond monthly is approved in the Agreement. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect and Owner for approval.
- B. Forms filled out by hand will not be accepted.
- C. Present required information in typewritten form.
- D. Form: AIA G702 Application and Certificate for Payment and AIA G703 – Continuation Sheet including continuation sheets when required.

- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 2. Project Record Documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
 - a. Alternative: Review Record Documents with Architect and Owner prior to submitting Application.
 - 3. Preliminary Closeout Documents when specified in Section 01 7800
- I. When Architect or Owner requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- J. Submit three copies of each Application for Payment to Owner at times stipulated below.

When Owner finds Application properly completed and correct, he will transmit Payment to Contractor.

- A. Submit Application for Payment on the last working day of the month for which payment is due.

Upon execution of Certificate of Substantial Completion, balance due under Contract will be paid, excluding Retainage.

1.05 PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE

- A. When delay or added cost to Owner can be avoided by storing Products off Site, Owner will make payment to Contractor for said Products provided that Contractor shall:
 - 1. Make Storage Facilities available for Owner's Representative's visual inspection.
 - 2. Provide, Invoices, Packing Slips, and or photographs of stored materials if requested by Owner.
 - 3. Segregate and label Stored Products for specified Project.
 - 4. Assume all risk for loss.
 - 5. Assume responsibility for exceeding Product "shelf-life".
 - 6. Protect Stored Products and provide applicable Insurance against their damage, discoloration, and theft, naming the Owner and any Mortgagee as Additional Insureds.
 - 7. Submit itemized Inventory and Schedule of Values for Stored Products together with Certificate of Insurance.
 - 8. Submit payment requests to Owner as part of Contractor's regular Progress Payment Request.
 - 9. Reimburse Owner for damages sustained if Stored Products are not delivered to Jobsite when needed.

10. Submit to Owner, with copy to Architect, a written Waiver of Lien insuring Owner against claims for unpaid Storage Costs.
11. Upon receipt of payment from Owner prepare and issue to Owner, with a copy for Architect and any Mortgagee, a Bill of Sale for Stored Products. (See required Bill of Sale Form bound hereinafter.)

1.06 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect and/or Owner will issue instructions directly to Contractor.
- B. Architect will advise on minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instruction on Item of Change Form.
- C. Construction Change Directive: Architect may issue an ASI, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. Proposal Request: Architect may issue an ASI which includes a detailed description of a proposed change with supplementary or revised Drawings and specification, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 working days.
- E. Contractor may propose a change by submitting a request for information to Architect and/or Owner) describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. For pre-determined unit prices and quantities, the amount shall be based on the fixed unit prices.
- G. Substantiation and Computation of Costs: Provide full information required for evaluation as follows:
 1. Quantities of products, labor, and equipment.
 2. Taxes, insurance, and bonds.
 3. Overhead and profit on products and labor only. Overhead and profit is limited as follows:
 - a. Entity performing work: 10% Materials, 15% Labor
 - b. General Contractor: % per contract with Owner
 4. Justification for any change in Contract Time.
 5. Credit for deletions from Contract, similarly documented
 6. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

- H. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly enter changes in Project Record Documents.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Applications for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.
 - 2. Affidavit that payrolls and bills have been satisfied.
 - 3. Consent of Surety to make Final Payment.
 - 4. Certificate evidencing that insurance required after Final Payment will remain in force, and a written statement that Contractor knows of no reason that insurance will not be renewed for the required period.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Progress photographs.
- D. Coordination drawings.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Stages of the Work, Work covered by each contract, and occupancy.
- B. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 01 70 00 – Contract Closeout Requirements: Additional coordination requirements.
- D. Section 01 78 00 - Closeout Submittals: Project record documents.
- E. Section 01 91 13 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
 - 1. Where submittals are indicated for review by both Architect and the Commissioning Authority, route to Owner and Architect first, for forwarding to the Commissioning Authority.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. The owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Commissioning Agent as required.
- C. Agenda: Agenda's will be created on a project to project basis and may include the following:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Coordination procedures and separate contracts.

3. Submission of executed bonds and insurance certificates.
 4. Distribution and review of Contract Documents.
 5. Designation of personnel representing the parties to Contract, Owner and Architect.
 6. Safety and emergency procedures, hazardous materials review, and security procedures.
 7. Early procurement, and/or lead times for materials and equipment, pre-purchased equipment, review of site area to be occupied by construction, parking, smoking policy, maintenance of access and safety, owner access during construction, job inspections,
 8. Scheduling, critical work sequencing, job inspections,
 9. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 10. Submission of list of Subcontractors, list of Products, schedule of values, monthly payment date, and progress schedule.
 11. Review of Tree and Plant Protection provisions as described in Section 01 5320 as required.
 12. Scheduling of progress meetings.
 13. Review of Contractor Use of Site and Premises provisions as described in Section 01 1000.
- D. The owner/architect to record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. The Contractor will schedule and administer meetings throughout progress of the Work on a weekly basis at minimum, unless determined otherwise.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Project Manager, Job superintendent, major Subcontractors and suppliers as needed, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda topics may include:
 1. Review minutes of previous meetings.
 2. Safety
 3. Review of Work progress.
 4. Maintenance of progress schedule.
 5. Field observations, problems, and decisions.
 6. Identification of problems that impede, or will impede, planned progress.
 7. Review of submittals schedule and status of submittals.
 8. Review of RFIs schedule and status of RFIs.
 9. Review of PCOs and status of PCOs as needed.
 10. Corrective measures to regain projected schedules.
 11. Planned progress during succeeding work period and specific required progress photos related to the work.

12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.
 14. Other business relating to Work.
- E. The Contractor, will record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS PHOTOGRAPHS

- A. Submit photographs to architect and owner during project as requested. Upon completion of the project, all photographs will be submitted to the Owner and Architect with Closeout Documents.
- B. Provide photographs of site and construction prior to the start of Work and throughout progress of Work produced by an experienced photographer, acceptable to Architect.
- C. In addition to periodic, recurring views, take photographs of each of the following events:
 1. Completion of site clearing.
 2. Excavations in progress.
 3. Foundations in progress and upon completion.
 4. Structural framing in progress and upon completion.
 5. Enclosure of building, upon completion.
 6. Final completion.

END OF SECTION

SECTION 01 31 13 PROJECT COORDINATION

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Section 01 10 00 – Summary of Work: Stages of the Work, Work covered by each contract, and occupancy.
- B. Section 01 31 13 Project Coordination
- C. Section 01 32 00 - Construction Progress Schedule: Form, content, and administration of schedules.
- D. Section 01 33 00 – Submittal Procedures: Shop Drawings, Product Data, & Samples
- E. Section 01 50 00 – Temporary Facilities and Controls
- F. Section 01 78 00 - Closeout Submittals: Project record documents.

1.02 CONSTRUCTION ORGANIZATION & START-UP

- A. Establish on-site Lines of Authority and Communications including the following:
 - 1. Schedule and conduct Pre-construction Meeting and Progress Meetings as specified in Section 01 30 00 Administrative Requirements.
 - 2. Establish procedures for project communications including:
 - a. Submittals
 - b. Reports & Records
 - c. Recommendations
 - d. Coordination Drawings
 - e. Schedules
 - f. Resolution of Conflicts
 - 3. Contract Documents Interpretation:
 - a. Consult with Architect to obtain interpretation.
 - b. Assist in resolution of questions or conflicts which may arise.
 - c. Transmit written interpretations to Subcontractors and to other concerned parties.
 - 4. Permits & Approvals:
 - a. Verify that Subcontractors have obtained required Permits and Inspections for Work and for Temporary Facilities.
 - 5. Control use of Site:
 - a. General Contractor to Supervise Field Engineering and Project Layout.
 - b. Allocate Field Office Space and Work and Storage Areas for use of each Subcontractor.

1.03 COORDINATING SUBCONTRACTORS' WORK

- A. Coordinate the Work of all Subcontractors and make certain that, where the Work of one Trade is dependent upon the Work of another Trade, the Work first installed is properly placed, installed, aligned, and finished as specified or required to properly receive subsequent Materials applied or attached thereto.
- B. Direct Subcontractors to correct defects in Substrates they install when Subcontractors of subsequent Materials have a reasonable and justifiable objection to such surfaces.
- C. Do not force Subcontractors to apply or install Product to improperly placed or improperly finished Substrate that would result in an unsatisfactory or unacceptable finished Product.
- D. A representative of the General Contractor will be present at jobsite at all times work is being performed.

1.04 COORDINATING WORK WITH OWNER'S WORK

- A. Coordinate, and make certain that, where Work of either party is dependent upon the other party, the Work first performed is properly placed, installed, aligned, and finished as required to permit the proper installation of the following Work.
- B. If the Other Work in any way interferes with the Contractor's Work, so notify the Owner sufficiently in advance so that the Owner has reasonable time to make necessary adjustments.
- C. If the Contractor's Work in any way interferes with the Other Work, so notify the Owner as soon as possible. If the Contractor's Work must be modified to accommodate the Owner's Work, the Contract Sum and/or the Contract Time will, when necessary, be adjusted by a Change Order.

1.05 CLOSE-OUT DUTIES

- A. Mechanical & Electrical Equipment start-up:
 - 1. Comply with requirements specified in Section 01 70 00 Contract Closeout Requirements.
- B. At completion of Work of each Subcontract, conduct inspection to assure that:
 - 1. Work is acceptable.
 - 2. Specified cleaning has been accomplished.
 - 3. Temporary Facilities and Debris have been removed from Site.

Substantial Completion:

- 4. Conduct inspection and prepare list of Work to be completed or corrected.
 - 5. Assist Architect and Owner in inspection.
 - 6. Supervise correction and completion of Work as established in Architect's Inspection Reports.
- C. Final Completion:
 - 1. Assist Architect and Owner in inspection.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 32 00 CONSTRUCTION PROGRESS SCHEDULES

PART 1 GENERAL

1.01 GENERAL

- A. Within 10 Working Days after Contract award, prepare and submit to Architect and Owner estimated Progress Schedules for the Work, with Sub-schedules of Related Activities which are essential to its progress.
- B. Revise Schedules when appropriate.
- C. If Contractor fails to deliver Schedule on time or properly update Schedule, Owner may withhold Progress Payment approval until such time as Contractor complies with these requirements.
- D. If, in Architect's or Owner's opinion, Work progress falls behind approved Schedule, Contractor will be notified and take necessary action to regain lost time.
- E. Contractor shall increase Work amount, or number of shifts, or establish overtime operations, or all three, and submit for review Schedule revisions in which progress rate will be regained, all without additional cost to the Owner.
- F. Contractor's failure to comply with these requirements shall be grounds for determination that Contractor is not prosecuting Work with such diligence as will insure Project completion within specified time.
- G. Upon determination that the Contractor is not prosecuting Work diligently, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with General Conditions.
- H. The Contractor and all Subcontractors, Suppliers, and Manufacturers shall schedule material deliveries and installations to conform with the Schedule, and provisions to this effect shall be included in all Subcontracts.

1.02 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- A. Section 01 10 00 – Summary of Work: Stages of the Work, Work covered by each contract, and occupancy.
- B. Section 01 30 00 – Administrative Requirements

1.03 SCHEDULES

- A. Form: Gantt Chart
- B. Horizontal Time Scale: Identify first Work Day of each Week.
- C. Scale and Spacing: Allow space for notations and future revisions.
- D. Headings: Include separate heading for each Specification Section Title and Section Number listed in Project Manual Table of Contents.
- E. Clearly identify Critical Path of Schedule
- F. Provide a live schedule file to owner as requested

1.04 SCHEDULE CONTENTS

- A. Construction Progress Schedule:
 - 1. Show complete sequence of construction by activity.

2. Show dates for beginning, and completion, of each major element of Work.
3. Show percent complete for each task
- B. Submittal Schedule for Shop Drawings, Product Data, and Samples:
 1. Show dates for Contractor's submittals.
 2. Show dates Submittals will be required for Owner-furnished Products, if any.
 3. Show dates Approved Submittals will be required from the Architect.
- C. Products Delivery Schedule:
 4. Show delivery dates for Products furnished by Owner, if any.

1.05 SCHEDULE REVISIONS

- A. Indicate progress of each Activity up to date of each Schedule submission.
- B. Show changes occurring since previous Schedule submission.
 1. Major changes in scope
 2. Activities modified since previous submission
 3. Revised projections of progress and completion
 4. Other identifiable changes
- C. Provide a Narrative Report to define:
 1. Problem areas, anticipated delays, and related impact on Schedule.
 2. Corrective action recommended, and expected effect.
 3. The effect of changes on schedules of other Prime Contractors, if any.

1.06 SUBMISSIONS

- A. Submit initial Schedules within 10 Working days after Contract award.
 1. Architect and Owner will review Schedules and return Review Copy within 10 days after receipt.
 2. If required, resubmit within 7 days after return of Review Copy.
- B. Submit revised Progress Schedules with each Application for Payment.

1.07 DISTRIBUTION

- A. Distribute copies of reviewed Schedules to:
 1. Jobsite file
 2. Subcontractors
 3. Architect
 4. Owner's Representative
- B. Instruct recipients to report promptly to Contractor, in writing, any problems anticipated by projections shown in Schedules.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 33 00 Submittal Procedures

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submit to the owner shop drawings, samples, and product data. When required by the individual specification sections.
- B. Related work specified elsewhere
 - a. Instructions to bidders.
 - b. Eastern Oregon University General Conditions.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 – Summary of Work: Stages of the Work, Work covered by each contract, and occupancy.
- B. Section 01 32 00 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 01 70 00 – Contract Closeout Requirements: Additional coordination requirements.
- D. Section 01 78 00 - Closeout Submittals: Project record documents.
- E. Section 01 91 13 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
 - 1. Where submittals are indicated for review by both Architect and the Commissioning Authority, route to Owner and Architect first, for forwarding to the Commissioning Authority.

1.03 SUBMITTAL SCHEDULING

- A. Submittal scheduling that require review by the Owner only, submittal shall be sent at least 14 calendar days before the date each is required for fabrication and installation.
- B. Submittals to be reviewed by the Owner's consultants shall be sent to the owner at least 20 calendar days before the date each is required for fabrication or installation.
- C. Submittals that include substitution requests or other modifications requiring review by the owner and/or the Owner's consultants shall be sent to the owner at least 20 calendar days before the date required for fabrication and installation.

1.04 Submittal Content and Formatting

A. General Requirements:

- 1. Shop Drawings: Submit in electronic format and if requested by the Owner, submit one reproducible copy, and one hard copy of each drawing.
- 2. Product Data: Submit in electronic format and if requested by the owner submit 4 hard copies.
- 3. Samples: Submit the number and type based on each specification section. Where color selections are required submit a minimum of 3 sample sets.
- 4. Submittals to include the following:
 - a. Date, return date requested and revision dates.
 - b. Project title and project number.
 - c. Name of the contractor, subcontractor, and manufacture.

- d. Identification of product or material, with the applicable specification number.
 - e. Relation to adjacent critical features of work or other materials.
 - f. Verification of field dimensions.
 - g. Any applicable standards ie: ASTM numbers or Federal Standards.
 - h. Identify any deviations from the Contract Documents and include Substitution request as required by 01 63 00 Product Substitutions.
 - i. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
5. Re-submission Requirements:
- a. Revise initial drawings as required and resubmit as specified for initial submittal.
 - b. If applicable, indicate on submittal any changed which have been made other than those requested by the Owner.
6. The Owner reserves the right to return without review any submittal not meeting the requirements listed above.

B. Shop Drawings

1. Submit data in a clear manner.
2. Details shall be identified by reference sheet and detail or by room numbers shown on the contract drawings.
3. Structural items shall be identified by location in the completed structure.

C. Product Data:

1. Manufacturer's cut sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - a. Clearly mark each copy to identify product or models.
 - b. Show dimensions, weights, and clearances required.
 - c. Show performance data consisting of capabilities, ROM. KW, pressure drops, design characteristics, and consumption; conforming as closely as possible to the test methods referenced in the Plans and Specifications.
 - d. Show wiring or piping diagrams and controls.
2. Manufacturer's standard schematic drawings and diagrams:
 - a. Modify to remove information that is not applicable to the Contract Documents.
 - b. Supplement standard information to provide information specifically applicable to the Work.

D. Samples

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

1.05 QUALITY ASSURANCE

- A. Process submittals in ample time for review, as applicable, so as to not delay the Work. All submittals shall be received by the Owner within ten (10) days after pre-construction.

1.06 DEFINITIONS

- A. The Owner will mark reviewed materials as follows:
1. "No Exception Taken," which means fabrication, manufacture and/or installation may proceed.
 2. "Make Revisions Noted," which means fabrication, manufacture and/or installation may proceed with revisions as noted.
 3. "Revise and Resubmit," which means that fabrication, manufacture and/or installation may

- not proceed.
4. "Rejected," which means do not proceed; make arrangements for the review of the proposed Work with the Owner as soon as possible.

1.07 PROCESSING

- A. Review submittals, make necessary corrections, and become familiar with the content of the submittals.
- B. Mark each item with Contractor's stamp.
- C. Accompany submittals with a transmittal letter bearing the project name, Contractor's name, number of items, and other pertinent data.
- D. Keep one copy of each reviewed submittal on the job site at all times.
- E. Be responsible for obtaining and distributing prints of shop drawings to the various suppliers, and the Owner once review process has been completed. Make prints of reviewed shop drawings only from transparencies which carry the appropriate stamp and endorsement.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 45 00 CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Section 01 45 30 – Testing Laboratory Services
- B. Section 01 70 00 – Contract Closeout Requirements: Additional coordination requirements.

1.02 EXTENT OF WORK

- A. Contractor shall implement and maintain aggressive Quality Control Program conforming to the following requirements:
 - 1. Monitor quality of all Work, including that of Subcontractors and Service Providers, to ensure that Work complies with Contract Documents.
 - 2. Include compliance with currently approved Progress Schedule.
 - 3. Include continuing inspections of Work.
- B. Responsibilities include, but are not limited to the following:
 - 1. Prior to submission to Architect, review and approve Shop Drawings, Product Data, and Samples for compliance with Contract Documents.
 - 2. Prior to starting Work, review appropriate Contract Drawings & Specifications, Shop Drawings, Product Data, Samples, and Contract Modifications, as well as affected Existing Conditions. Notify Architect and Owner of any discrepancies or omissions in Contract Documents. Any issues with existing conditions or site will be brought to the attention of the Owner and Architect.
 - 3. Work closely and cooperate with Owner and Architect, attend required Meetings, and execute decisions reached by Owner.
 - 4. Assign and maintain at Jobsite, Supervisory Personnel acceptable to Owner, who have authority to act in Contractor's behalf at all times Work is being performed, including any Overtime Periods.
 - 5. Schedule and coordinate inspections and tests with Regulatory Agency Inspectors and with Testing Agency Personnel. Inform Owner of scheduled inspections. Inspections will be planned in advance and scheduled. Provide 72-hour notice to Inspection and Regulatory Agencies.
 - 6. Submit to Owner and Architect signed Reports of Inspections and Tests made by Building Officials, Special Inspectors, and any others performing inspections or tests.
 - 7. Schedule and coordinate required Pre-Installation Conferences.
 - 8. Assure that Record Documents, including those prepared by Subcontractors, are accurately maintained and up to date.
 - 9. Schedule and coordinate specified System and Equipment demonstrations and training sessions for Owner's Personnel.
 - 10. Make final inspections with Subcontractors of all Work to determine that Work is in compliance with Contract Documents. Prior to calling for Substantial Completion and Final Inspections, verify that Work deficiencies discovered during Contractor's inspections have been satisfactorily documented and corrected.
 - 11. Accompany Architect/Owner during Architect's/Owner's inspections.

12. Coordinate final closeout procedures, including those of Subcontractors, to assure compliance with procedures specified in Section 01 70 00.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 45 30 TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- A. Inspections and testing required by laws, ordinances, rules, regulations, and orders of Public Authorities; See General Conditions, AIA Document A 201.
- B. Product Certification; See respective Specification Sections.
- C. Equipment testing, adjusting, and balancing; See respective Specification Sections.

1.02 COSTS

- A. Paid by Owner:
 - 1. For Testing Laboratory services specified in this Section.
 - 2. For Code-required Special Inspections of Masonry, Welding, and Concrete.
- B. Paid by Contractor:
 - 1. For re-inspections and re-testing required because of defective Work or ill-timed notices.

1.03 LABORATORY'S QUALIFICATIONS

- A. Independent Laboratory acceptable to Architect, Owner, and Building Official.
- B. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition, published by American Council of Independent Laboratories; 1725 K Street, N.W.; Washington, D.C. 20036.
- C. Meet ASTM E-329 latest edition, "Standards of Recommended Practice for Inspection and Testing agencies for Concrete and Steel as used in Construction".

1.04 LABORATORY'S DUTIES

- A. Provide qualified Personnel for specified inspections, sampling, and testing.
 - B. Ascertain and certify compliance with Contract Documents.
- B. When requested by Architect, provide interpretation of Test results
- C. Promptly submit written Inspection & Test Reports to:
 - 1. Owner
 - 2. Building Official
 - 3. Contractor
 - 4. Architect
- D. Additionally, submit copies of the following Reports to:
 - 1. Tested Earthwork: Geotechnical Engineer and Owner.
 - 2. Tested Asphaltic Concrete: Architect and Owner.
 - 3. Tested Structural Work: Architect and Owner.
- E. Include the following in Test Reports:
 - 1. Date issued.

2. Project title and location.
 3. Testing Laboratory name and address.
 4. Inspector's name.
 5. Date of inspection or sampling.
 6. Record of temperature and weather.
 7. Date of test.
 8. Identification of Product tested.
 9. Test location in Project.
 10. Type of inspection or test.
 11. Observations regarding compliance with Contract Documents.
- F. Laboratory is not authorized to:
1. Release, revoke, alter, or enlarge on Contract Documents requirements.
 2. Approve or accept any portion of Work.
 3. Assume any duties of Contractor.
 4. Stop Work.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with Laboratory Personnel; provide access to Work and to Manufacturer's operations.
- B. Provide to Laboratory representative access to collect samples of materials to be tested, in required quantities.
- C. Furnish casual labor and facilities:
 1. For access to Work to be tested.
 2. To obtain and handle Test Samples at Site.
 3. To facilitate inspections and tests.
 4. For Laboratory's exclusive use for storage and curing of Test Samples until removed to Laboratory.
- D. Notify Laboratory at least 72 hours in advance of operations to allow for Personnel assignments and Test scheduling.
- E. Repair any Test Holes to match original conditions.
- F. Contractor will be held financially responsible for any cancelled inspections that Owner and Inspector were not made aware of in a reasonable amount of time.
- G. Contractor will be held financially responsible for additional tests required by failure to meet specified design strengths and/or failure to comply with contract documents.

1.06 LIABILITY

- A. Laboratory service does not relieve Contractor's responsibility to comply with Contract Documents.

1.07 SCOPE OF INSPECTIONS

- A. Inspection and Testing will be provided to meet Engineer's requirements as stated in the Contract Documents, City requirements and current code requirements.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and fire protection.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".
- C. Electrical Service: Comply with NEMA, NEC and UL standards and regulations for temporary electric service; install service in compliance with National Electric Code (NFPA 70).
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use; obtain required certifications and permits if required.

1.03 PROTECTION

- A. Protect sidewalks, asphalt paving, concrete, trees, shrubs, and lawn areas at all times from damage resulting from construction activities.
- B. Prevent materials from clogging catch basins and yard drains; leave drains clean and in proper working condition.
- C. Protect Existing Irrigation Systems:
 - 1. In the event damage occurs to an underground irrigation system as a direct result of a Contractor's activities, the Contractor shall repair/replace or be assessed a charge at the discretion of the Owner.
 - 2. If repairs are to be made by the Contractor, the repairs will be inspected by the Owner's Authorized Representative prior to backfilling.
 - 3. Any galvanized pipe that requires repair shall be repaired at a threaded coupling, not by use of a compression coupling.
- D. Clean, repair, resurface, or restore existing surfaces to their original, or better, condition, or completely replace such surfaces to match existing, where damaged by construction operations.

1.04 DRAINAGE

- A. Verify that all rain drains in the construction areas are in working order and notify the Owner's Authorized Representative in writing of any rain drains that are plugged, prior to the start of the Work.
- B. Start of Work will be considered as acknowledgment that all drains are clear and in good working order.
- C. All drains shall be left in a clean and proper working condition.

1.05 TEMPORARY UTILITIES

A. Temporary Utilities:

1. Prepare a schedule indicating dates for implementation and termination of each temporary utility.
2. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.

B. Conditions of Use

1. Keep temporary services and facilities clean and neat in appearance.
2. Operate in a safe and efficient manner.
3. Take necessary fire prevention measures.
4. Do not overload facilities or permit them to interfere with progress.
5. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

C. :Electrical Service

1. Eastern Oregon University will provide electrical service, consisting of connection to existing facilities. Contractor will be responsible for connections and coordination with EOU.
2. Service limited 20 amp 120v circuits will be paid for by owner.

D. Water Service

1. Eastern Oregon University will provide water supply, consisting of connection to existing facilities. Contractor will be responsible for connections and coordination with EOU.
2. Service in reasonable quantities for the Project will be paid for by the Owner.
3. Contractor will take all necessary measures to responsibly use and avoid waste of water and energy. Use of city fire hydrants for construction water must be coordinated and approved by the City of La Grande.

E. Telecommunications Service

1. Eastern Oregon University will provide a wireless connection as available to the field office at time of project mobilization.

F. Temporary Sanitary Services

1. In unoccupied renovations or unoccupied zones of a building renovation, use of facility is permitted during construction when fully operational. Otherwise, provide and maintain required facilities and enclosures.
2. Maintain daily in clean and sanitary condition.

1.06 TEMPORARY CONTROLS

A. Barriers

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

B. Fencing

1. Provide and maintain 6-foot minimum height Commercial grade chain link fencing with wind screen around any portion of the construction site where conditions potentially dangerous to students, staff, or visitors may exist. Equip with vehicular and pedestrian gates with locks. Submit to Owner two keys or combination for each gate lock.
2. Provide access to site to Fire Department by Knox Box, Fire Department Lock, or other means as agreed upon by EOU and Fire Department.

C. Exterior Enclosures

1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons.

D. Interior Enclosures When Working In An Occupied Building

1. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
2. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.
3. Provide necessary measures for limiting construction dust and debris to project area. Contractor is responsible for preventing construction dust and debris from entering mechanical systems.

E. Water Control

1. Maintain excavations free of water.
2. Provide, operate, and maintain necessary pumping equipment.

1.07 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Eastern Oregon University's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate operations with Owners Representative.

1.08 TEMPORARY TRAFFIC CONTROL/PEDESTRIAN ACCESSIBILITY

- A. A continuous route for all pedestrians, including persons with disabilities and bicyclists, shall be maintained at all times. When existing pedestrian facilities are disrupted, closed, or relocated in a construction zone, temporary pedestrian facilities shall be provided.

- B. Temporary pedestrian facilities should be safe and accessible. There should be no curbs or abrupt changes in grade that could cause tripping or be a barrier to wheelchair use.
- C. Signage shall be provided directing people to the temporary accessible route. The signage shall include the International Symbol of Accessibility.
- D. Contractors shall not block temporary walkways with vehicles, equipment, construction materials, signs, trash, or other objects that might prohibit pedestrian passage.
- E. Construction equipment and equipment operation must be separated from any open walkways. At construction zones, pedestrian fences or other protective barriers shall be provided to prevent access into the construction zone.

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Designated existing on-site roads may be used for construction traffic.
- E. Coordinate with EOU and City of La Grande to provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.010 PROGRESS CLEANING & WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition..
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. On completion of Work, the buildings and grounds shall be left in a condition that is equal to or better than original condition.
- E. In case of failure to do so, the Owner may remove rubbish and charge the cost to the Contractor.
- F. If applicable, open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.011 BULLETIN BOARD

- A. Provide 1 weatherproof 4x4 ft. Bulletin Board where regularly visible to Workers.
- B. Display employee benefits such as Health & Welfare Plan, Pension Plan, etc., if any; Equal Opportunity Employment Requirements; Emergency Telephone Numbers; and other important data.

1.012 PROJECT IDENTIFICATION

- A. Provide project identification sign graphics.
- B. Locate signboard where directed by Owner and ensure the signboard is visible and secure from movement.
- C. No other signs are allowed without Owner permission, except those required by law.

1.013 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 53 20 TREE & PLANT PROTECTION

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)."

1.02 QUALITY ASSURANCE

- A. All workers and all supervisory personnel shall, before entering the work site, attend a briefing by the University Arborist on relevant provisions of this section.
- B. Contractor shall comply with the University Arborist's instructions for tree protection and continued tree health when work occurs within the root zones of trees scheduled to remain.
- C. Retain an arborist approved by the University at the Contractor's expense to perform, under the supervision of the Campus arborist, any aerial trimming required in the project. The arborist shall be certified by ISA or licensed in the jurisdiction where the Project is located.

1.03 COORDINATION

- A. Coordinate with other trades affecting or affected by Work of this Section
- B. Provisions of this Section to be reviewed at the pre-construction meeting. Refer to Section 01 30 00.

1.04 PENALTIES

- A. A minimum fine of \$1,000 will be levied against the responsible firm for each violation of the provisions of this specification. In addition, trees between 3-inch and 11-inch in caliper are worth \$500 per caliper inch and 12-inch to 24-inch in caliper are worth \$1,000 per caliper inch, or create tree protection plan with integrated values as part of the bid documents. All caliper measurements to be taken at breast height.

1.05 SUBMITTALS

- A. Qualification Data: Provide proof of arborist license for tree service firm and proposed arborist. Arborist to have a minimum of (5) five years of experience while being licensed.
- B. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

PART 2 PRODUCTS

2.01 FENCING

- A. Tree protection fencing shall be one of the following at the Contractor's option:
 - 1. Wirebound woodroll snow fence 4-feet high minimum, with 3/8 inch by 1-1/2 inch wide pickets, spaced approximately 2" apart bound together with at least 13 gauge galvanized steel wire. Posts shall be barbed wire type steel fence posts, same height as fence.

2. Galvanized chain link fencing, minimum 4-feet high. Stakes for fencing shall be galvanized steel posts, same height as fence, driven a minimum of two feet into the ground or supported by concrete block temporary footings. Posts shall be spaced 10 feet on center maximum.
3. Tensar Safety Grid-GS Orange, BX 20521, or as approved, minimum 4-feet high with barbed wire steel fence posts, same height as fence.

PART 3 EXECUTION

3.01 PROTECTION

- A. Protection of Soil Structure: Work with topsoil, whether native or imported, or work conducted over areas of topsoil that are intended to support plants shall not be performed under wet weather conditions, excessively dry conditions, or be compacted by excessive equipment or foot traffic.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- C. Tree and Plant Protection Areas: Due to the amount and high quality of the existing trees and plants within the work area, all areas within the project limits are to be considered tree and plant protection areas unless otherwise approved by the University arborist. The Contractor shall exercise utmost care to protect existing trees and plants as specified in this Section. The Contractor shall install tree and plant protection fencing if additional protection is required when working within the drip line of existing trees or when significant roots are present in the soil. The location and requirements for fencing shall be determined by the University arborist prior to, and at any time during the course of the work.
 1. Fencing:
 - a. Install temporary fencing around tree protection zones indicated on the Drawings or as directed by the University arborist to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
 - b. Fencing shall be installed beyond the drip line of the trees to be protected, unless otherwise approved by the University arborist.
 - c. Tree and plant protection fences shall remain in place until all work is completed and shall not be removed or relocated without the approval of the University arborist.
 - d. Signs shall be mounted on the protection fencing at 30foot intervals warning construction personnel to keep out of protective zones and informing that violations are subject to fine.
 2. Prohibit entry into plant protection areas except under the direct supervision of the University arborist.
 3. Prohibit earth stockpiling, material storage, vehicle or equipment parking and vehicle traffic within the tree and plant protection areas.
- D. Tree and Plant Protection
 1. Protect tree root systems from damage caused by runoff or spillage of noxious materials while

mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

2. All work within the drip line will be conducted with an air spade to expose tree root system.
3. Prohibit foot and vehicle traffic which may compact soil over root systems.
4. Prohibit cutting, breaking, and skinning of branches and roots. All pruning of branches and roots is to be approved in advance by the University and is to be performed by the University approved arborist under the supervision of the University Arborist.
5. Prohibit skinning and bruising of bark.
6. Prohibit fires, high-heat, and smoke adjacent to trees and plants.
7. All servicing of construction equipment is to be carried out within the areas designated for equipment servicing on the site plan or as directed by the University.

3.02 WATERING

- A. During the contract period, water pre-existing trees and plant growth located adjacent to construction areas as directed by the University Arborist.

3.03 CLEARING WITHIN PROTECTION AREAS

- A. Selective clearing within tree protection areas, if required, shall be performed only by the Landscape Contractor selected for the landscaping portion of the project at a time scheduled with the University and in a manner directed by the University Arborist.
- B. Do not strip topsoil or grub understory within protection areas. The trees and understory which are to be removed shall be cut instead of pulling or grubbing. Leave the soil undisturbed.

3.04 CLEARING FOR CONSTRUCTION

- A. When trees or brush which are to be removed are next to trees that will remain, they must be cut instead of pulled or grubbed so as to cause the least disturbance to the soil.
- B. All plants that are not marked for saving and that will interfere with construction are to be removed before construction begins.
- C. Any pruning required to provide clearance for construction equipment or construction operations is to be performed by a University-approved arborist under the direction of the University Arborist. Such pruning is to be completed before construction begins.

3.05 EXCAVATION

- A. Locations and limits of excavations shall be established in the field in consultation with the University and the University Arborist.
- B. The Contractor shall paint on the ground the exact locations of excavations. Excavations shall be represented on the ground in outline, except trenches exceeding 20' in length may be shown as a single line representing the center line of the trench. Crossing bars representing the width of the trench shall be placed every 50' along trench routes.
- C. Any changes to locations of excavations, including trench routes, shall be made in consultation with the University and the University Arborist. The changes must be painted on the ground in a color contrasting with previous markings.

- D. The Contractor shall record on the Record Copy of the Architects drawings the dates on which excavation locations are established and revised in the field and the color of paint used to mark the locations and each revision of location.
- E. The Contractor shall maintain the painted lines representing excavations and keep them visible until the excavations are made.

3.06 EXCAVATION AROUND TREES

- A. Any method of digging or cutting which tears roots or disturbs soil beyond the grading limit or excavation limit is unacceptable.
- B. If roots larger than 1" dia. require removal, call the University Arborist to sever them from the tree.
- C. When roots larger than 1" dia. are encountered while trenching, call the University Arborist for directions on how to proceed. Depending on the proximity to trees and the orientation of the trench, boring or hand digging may be required.
- D. Provide temporary support and protect roots against damage until permanently relocated and covered with backfill.
- E. Do not allow exposed roots to dry before permanent backfill is placed.

3.07 CONSTRUCTION PRUNING

- A. Where roots have been cut, engage a University-approved arborist to prune the tree under the direction of the University Arborist to compensate for root loss, if required by the University.

3.08 GRADING AND FILLING AROUND TREES

- A. If it appears that a grade change will be required within the drip line of a tree which is to be preserved, report to the University arborist for evaluation and instruction.

3.09 REPAIR AND REPLACEMENT OF PLANTS, INCLUDING TREES

- A. At the option of the University, repair, and replace or compensate the University for plants damaged by construction operations.
- B. Make repairs promptly after damage occurs to prevent progressive deterioration.
- C. Remove and replace dead and damaged plants that are determined by the University arborist to be incapable of recovery to normal growth pattern.
- D. Unless otherwise approved, provide plants of same size and species as those removed.
- E. Plant and maintain as specified in Landscaping Specifications Section 02900.
- F. Where damaged trees cannot realistically be repaired or replaced, pay the University, as liquidated damage, value of trees as determined by Guide For Tree & Landscape Appraisers and as distributed by International Society of Arboriculture (ISA). (Copies can be obtained from Society at Box 71, Urbana, IL 61801).
- G. Unless immediate replacement is required by the University, visible damage to the branches trunks or roots of established trees not marked for demolition will cause the owner to withhold from the Contractor the amount of \$200 per inch caliper of the tree (measured at four feet above grade) for a period of two years. After that period the impact of the damage will be assessed by the University in accordance with the ISA Guide. If, in the opinion of the University, the tree is in fair to good health, the damage fine will be refunded; if the tree is in poor condition or lost, the fine will

not be refunded.

3.10 REPAIR AND REPLACEMENT OF LAWNS

- A. Repair lawn areas damaged by construction operations.
- B. Match or improve upon original lawn condition.
- C. Perform work as described in The Campus Tree Plan.

END OF SECTION

01 61 16 VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 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; Eastern Oregon University does not allow for partial compliance.

1.02 DEFINITIONS

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on the building.

1.03 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.

PART 2 PRODUCTS

2.01 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 GREENGUARD Children & Schools certification; www.greenguard.org
 - b. Current SCS Indoor Advantage Gold certification; www.scscertified.com
 - c. Product listing in the CHPS Low-Emitting Materials Product List at www.chps.net/manual/lem_table.htm.
 - d. Current certification by any other agencies acceptable to CHPS.
 - e. Report of laboratory testing performed in accordance with CHPS requirements for getting a product listed in the Low-Emitting Materials Product List; report must include laboratory's statement that the product meets the specified criteria.
 - 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.

**VOLATILE ORGANIC
COMPOUND (VOC) CONTENT RESTRICTIONS**

Page 2 of 2

1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GreenSeal certification.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

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

END OF SECTION

SECTION 01 63 00 PRODUCT SUBSTITUTIONS

PART 1 GENERAL

1.01 GENERAL

- A. Wherever a Material, Article, or piece of Equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance, and function. The substituted Product shall not be purchased or installed by the Contractor without the Architect's written approval.
- B. In collaboration with the Owner, the Architect will be sole judge of acceptability of any proposed substitution.
- C. Only approved substitutions may be used on Contract Work.
- D. Each request for substitution approval shall include:
 - 1. Identity of Product for which substitution is requested; include Specification page and line number.
 - 2. Identity of substitution; include complete Product description, drawings, photographs, performance and test data, and any other information necessary for evaluation.
 - 3. Quality comparison of proposed substitution with specified product.
 - 4. Changes in other Work required because of substitution.
 - 5. Effect on construction progress schedule.
 - 6. Cost of proposed substitution compared with specified product.
 - 7. Any required license fees or royalties.
 - 8. Availability of maintenance service.
 - 9. Source of replacement materials.

1.02 SUBSTITUTIONS DURING BIDDING PERIOD

- A. No request for substitution approval will be considered unless the request has been submitted on Standard Form bound herein-after, and has been received by Architect at least 5 Working Days prior to Bid opening.
- B. Requests must be emailed. Facsimile (Fax) submittals will not be considered.
- C. Architect will issue Addenda prior to Bid opening listing all approved substitutions.

1.03 SUBSTITUTIONS AFTER CONTRACT AWARD

- A. Approval will be granted only when:
 - 1. Specified Product cannot be delivered without Project delay, or
 - 2. Specified Product has been discontinued, or
 - 3. Specified Product has been replaced by superior Product, or
 - 4. Specified Product cannot be guaranteed as specified, or

5. Specified Product will not perform properly, or
 6. Specified Product will not fit within designated space, or
 7. Specified Product does not comply with governing codes, or
 8. Substitution will be clearly in Owner's interest.
- B. Owner will issue Change Order authorizing approved substitutions and revising Contract Sum where appropriate.

1.04 CONTRACT COMPLIANCE

- A. Substitution approval does not relieve Contractor from responsibility for proper execution of the Work and for compliance with other Contract requirements.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 70 00 CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 CONTRACT CONDITIONS

- A. Comply with Contract Condition requirements and specified Administrative Procedures in closing out Work.

1.02 SUBSTANTIAL COMPLETION INSPECTION

- A. When Contractor considers Work substantially complete, as defined in General Conditions, he shall submit to the Architect and Owner:
 - 1. Written notice that Work, or designated portion thereof, is substantially complete.
 - 2. List of Items to be completed or corrected.
- B. Architect will, as soon as possible thereafter, make inspection to determine completion status.
- C. Should Architect determine that Work is not substantially complete:
 - 1. Architect will promptly notify Contractor and Owner in writing, giving reasons therefore.
 - 2. Contractor shall remedy Work deficiencies, and send second notice of substantial completion to Architect and Owner.
 - 3. Architect will re-inspect Work.
- D. When Architect concurs that Work is substantially complete, he will:
- E. Prepare Certificate of Substantial Completion using AIA Document G704, accompanied with Contractor's list of items to be completed or corrected, as verified and amended by Architect.
- F. Submit Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

1.03 FINAL INSPECTION

- A. When Contractor considers Work complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Contractor has inspected Work for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
- B. Equipment and Systems have been tested in presence of Owner's Representative and are operational.
 - 1. Work is complete and ready for final inspection.
 - 2. Architect will inspect Work to verify completion status as soon as possible after receipt of Contractor's Certification.
 - 3. Should Architect consider Work incomplete or defective:
- C. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
- D. Contractor shall immediately remedy deficiencies, and send second written certification to Architect that Work is complete.
- E. Architect will re-inspect Work.

- F. When Architect finds Work acceptable under Contract Documents, he will request Contractor to make closeout submittals.

1.04 REINSPECTION FEES

- A. Architect will make 1 Substantial Completion Inspection to determine any Work Deficiencies and 1 Final Completion Inspection to ascertain that Deficiencies have been satisfactorily corrected.
- B. Should Architect be required to make more than 2 Inspections due to Contractor's failure to correct specified Deficiencies:
 - 1. Owner will compensate Architect for such additional services.
 - 2. Owner will deduct Architect's compensation amount from Contractor's final payment as follows:
 - a. Architect's time at current Billing Rates.
 - b. Architect's Employees' time at current Billing Rates.
 - c. Others at 1.10 times direct cost incurred.
 - d. Charges will be made for necessary travel time, inspection time, inspection report writing time, auto expense computed per the EOU Travel Reimbursement Policy, and all other expenses incurred in making inspections.

1.05 EVIDENCE OF PAYMENTS & RELEASE OF LIENS

- A. Contractor shall submit the following:
 - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA Doc. G706.
 - 2. Contractor's Affidavit of Release of Liens, AIA Doc. G706A including the following:
 - a. Consent of Contractor's Surety to Final Payment, AIA Doc. G707.
 - b. Contractor's Release or Waiver of Liens.
 - c. Separate releases or waivers of lien for Subcontractors, Suppliers, and others with lien rights against Owner's Property, together with list of those parties.
- B. Contractor shall duly sign and execute all Submittals, before delivery to Architect.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Certificate of Insurance for Products & Completed Operations: AIA Document A 201.
- B. Project Record Documents: See Section 01 78 00
- C. Owner's Operating & Maintenance Manual: See Section 01 78 00

1.07 SPARE PARTS & MAINTENANCE MATERIALS SUBMITTAL TO OWNER

- A. Specific Requirements: See Specification Sections.
- B. Products: Identical to those included in Project Work.
- C. Storage Location: On Project premises where directed by Owner.
- D. Required Submittals:
 - 1. As required by Specifications

1.08 DEMONSTRATIONS

- A. Instruct Owner in operation of all Systems and Equipment in accordance with Section 01730.
Provide video recording of Owner instruction and training when requested.

1.09 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Owner, including the following:
 - 1. Original Contract Sum
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Other adjustments
 - c. Deductions for uncompleted Work
 - d. Deductions for Re-inspection Payments
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- B. Owner will prepare and issue final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 73 29 CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.

1.02 RELATED SECTION

- A. Section 01 33 00, Submittal Procedures

1.03 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of the Work.
 - 2. Efficiency, maintenance, or safety of any operational element.
 - 3. Visual qualities of sight exposed elements.
 - 4. Work of Owner or separate contractor.
- B. Include in request:
 - 1. Identification of project.
 - 2. Location and description of affected work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed work, and products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of Owner or separate contractor.
 - 7. Written permission of affected separate contractor.
 - 8. Date and time work will be executed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primary Products: Those required for original installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work.
- B. Provide devices and methods to protect other portions of the Work from damage.
- C. Provide protection from elements for areas which may be exposed by uncovering work.

3.03 CUTTING AND PATCHING

- A. Execute cutting, fitting and patching to complete work.
- B. Fit products together, to integrate with other work.
- C. Remove and replace defective or non-conforming work.
- D. Provide openings in the work for penetration of mechanical and electrical work.

3.04 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval from Owner's Authorized Representative.
- C. Restore work with new products in accordance with requirements of Contract Documents.
- D. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with approved fire rated material, to full thickness of the penetrated element.
- E. Refinishing:
 - 1. Refinish surfaces to match adjacent finish.
 - 2. For continuous surfaces, refinish to nearest intersection or natural break.
 - 3. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Related requirements specified elsewhere, cleaning for specific products or work: Specification section for that work.
- B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
- C. At completion of Work remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

1.02 QUALITY ASSURANCE

- A. Standards: Maintain project in accord with applicable safety and insurance standards.
- B. Hazard Control:
 - 1. Store volatile wastes in covered metal containers.
 - 2. Provide adequate ventilation during use of volatile or noxious substances.

1.03 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

1.04 DURING CONSTRUCTION:

- A. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- B. At reasonable intervals during progress of Work clean site and public properties, and dispose of waste materials, debris and rubbish.
- C. Provide on-site containers for collection of waste materials, debris and rubbish.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- E. Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until project is ready for Substantial Completion or occupancy.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

1.05 FINAL CLEANING

- A. Employ experienced workers, or professional cleaners, for final cleaning.
- B. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, and other foreign materials from exposed interior and exterior finished surfaces.

- D. Remove putty, paint, labels, lubricants, etc., from windows, mirrors, and sash, and then polish, taking care not to scratch glass.
- E. Vacuum carpeting (shampoo where required), removing debris and excess nap.
- F. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- G. Replace air filters where units were operated during construction.
- H. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Eastern Oregon University requires that projects generate the least amount of trash and waste possible.
- B. Contractor shall employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Concrete
 - 2. Aluminum and plastic beverage containers.
 - 3. Corrugated cardboard.
 - 4. Wood pallets.
 - 5. Clean dimensional wood.
 - 6. Metal, including packaging banding, metal studs, sheet metal, structural steel, piping, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 7. Plastic buckets.
 - 8. Plumbing fixtures.
 - 9. Mechanical and electrical equipment.
 - 10. Metal will be disposed of in EOU Facilities' metal bin.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on- or off-site.
- F. Regulatory Requirements: The General Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state, and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
 - 4. Schedule regular pick-ups to avoid overfill and undesirable odors.
- B. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- C. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- D. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- E. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 78 00 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- B. Section 01 33 00 – Submittal Procedures
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Record Drawings will be reviewed each month prior to payment if required by Owner.
- H. At completion of project, provide Record Drawings to Design Team for drafting.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:

1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

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

3.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
 - e. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
 - f. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Unless stated otherwise the warranty period will be for twelve (12) months following the date of Substantial Completion.
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Retain warranties and bonds until time specified for submittal.
- F. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

3.07 ELECTRONIC COPIES

- A. Provide all closeout submittals, including Record Drawings, Record Specifications, Operation and Maintenance Manuals, Submittals, Demonstration Videos, and Warranty information, organized on a single Hard Drive or Flash Drive, labeled for this project.

END OF SECTION

SECTION 01 79 00 DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. HVAC systems and equipment.
 - 3. Plumbing equipment.
 - 4. Electrical systems and equipment.
 - 5. Landscape irrigation equipment.
 - 6. Snow melt equipment.
 - 7. Fire alarm equipment.
 - 8. Access Control and Security equipment.
 - 8. Audio Visual equipment.
 - 9. Clean Agent Fire Suppression Systems.
 - 10. Specialty Items/Equipment.
 - 11. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
 - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
 - 2. Finishes, including flooring, wall finishes, ceiling finishes.
 - 3. Fixtures and fittings.
 - 4. Landscape systems such as plantings and irrigation fixtures and fittings.
 - 5. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.
- B. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.
- C. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

- A. See Section 01 33 00 – Submittal Procedures, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, Architect and Owner.
 - 2. Submit pdf copy to the Commissioning Authority
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority

and Owner.

4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
1. Submit to Commissioning Authority for review and inclusion in overall training plan.
 2. Submit not less than four weeks prior to start of training.
 3. Revise and resubmit until acceptable.
 4. Provide an overall schedule showing all training sessions to Owner for approval.
 5. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
1. Include applicable portion of O&M manuals.
 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
1. Identification of each training session, date, time, and duration.
 2. Sign-in sheet showing names and job titles of attendees.
 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
 4. Include Commissioning Authority's formal acceptance of training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide conference room or classroom and seating, if needed, at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- I. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 10. Review spare parts and tools required to be furnished by Contractor.
 - 11. Review spare parts suppliers and sources and procurement procedures.
- J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide a complete written response within three days.

END OF SECTION

SECTION 03 1000 CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.
- B. Form accessories.
- C. Form stripping.

1.02 RELATED REQUIREMENTS

- A. Section 03 2000 - Concrete Reinforcing.
- B. Section 033300 - Architectural Concrete
- C. Section 05 1200 - Structural Steel Framing: Placement of embedded steel anchors and plates in cast-in-place concrete.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- B. ACI 301 - Specifications for Concrete Construction 2020.
- C. ACI 318 - Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- D. ACI 347R - Guide to Formwork for Concrete 2014 (Reapproved 2021).
- E. NSF 372 - Drinking Water System Components - Lead Content 2022.
- F. NSF 61 - Drinking Water System Components - Health Effects 2022, with Errata.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on void form materials and installation requirements.
- C. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Design formwork under direct supervision of a Professional Structural Engineer experienced in design of concrete formwork and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.
- C. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.

2.02 REMOVABLE PREFABRICATED FORMS

- A. Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

2.03 FORMWORK ACCESSORIES

- A. Form Ties: Removable type, galvanized metal, fixed length, cone type, with waterproofing washer, free of defects that could leave holes larger than 1 inch (25 mm) in concrete surface.

- B. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.
- C. Dowel Sleeves: Plastic sleeve and nailable plastic base for smooth, round, steel load-transfer dowels.
- D. Embedded Anchor Shapes, Plates, Angles and Bars: As specified in Section 05 1200.
- E. Waterstops: Bentonite and butyl rubber, complying with NSF 61 and NSF 372.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

- A. Earth forms are not permitted.

3.03 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Coordinate this section with other sections of work that require attachment of components to formwork.

3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Locate and set in place items that will be cast directly into concrete.
- B. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.

3.06 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.

3.07 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 117, unless otherwise indicated.

3.08 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

3.09 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

END OF SECTION

SECTION 03 2000 CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 03 1000 - Concrete Forming and Accessories.
- B. Section 033300 - Architectural Concrete

1.03 REFERENCE STANDARDS

- A. ACI 301 - Specifications for Concrete Construction 2020.
- B. ACI 318 - Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- C. ACI SP-66 - ACI Detailing Manual 2004.
- D. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- E. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement 2019.
- F. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars 2021.
- G. CRSI (DA4) - Manual of Standard Practice 2018, with Errata (2019).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
 - 1. Prepare shop drawings under seal of a Professional Structural Engineer experienced in design of work of this type and licensed in the State in which the Project is located.
- C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301.

PART 2 PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
 - 1. Galvanized in accordance with ASTM A767/A767M, Class I.
- B. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 - 3. Provide stainless steel components for placement within 1-1/2 inches (38 mm) of weathering surfaces.

2.02 RE-BAR SPLICING:

- A. Coupler Systems: Mechanical devices for splicing reinforcing bars; capable of developing full steel reinforcing design strength in tension and compression.
- B. Dowel Bar Splicer with Dowel-Ins: Mechanical devices for connecting dowels; capable of developing full steel reinforcing design strength in tension and compression.

- C. Taper Tie Hole Plug: Mechanical device for plugging tie holes; anchors optional flush or recessed grout.
- D. Grout: Cementitious, non-metallic, non-shrink grout for use with manufacturer's grout sleeve reinforcing bar coupler system.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.
- B. Welding of reinforcement is not permitted.
- C. Fabricate and handle epoxy-coated reinforcing in accordance with ASTM D3963/D3963M.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Comply with applicable code for concrete cover over reinforcement.

3.02 FIELD QUALITY CONTROL

- A. An independent testing agency, as specified in Section 01 4000 - Quality Requirements, will inspect installed reinforcement for compliance with contract documents before concrete placement.

END OF SECTION

SECTION 03 3000 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Slabs on grade.
- B. Joint devices associated with concrete work.
- C. Miscellaneous concrete elements, including light pole bases.
- D. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 03 1000 - Concrete Forming and Accessories: Forms and accessories for formwork.
- B. Section 03 2000 - Concrete Reinforcing.
- C. Section 033300 - Architectural Concrete
- D. Section 07 9200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- B. ACI 211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide 2022.
- C. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete 1998 (Reapproved 2004).
- D. ACI 301 - Specifications for Concrete Construction 2020.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- F. ACI 305R - Guide to Hot Weather Concreting 2020.
- G. ACI 306R - Guide to Cold Weather Concreting 2016.
- H. ACI 308R - Guide to External Curing of Concrete 2016.
- I. ACI 318 - Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- J. ACI 347R - Guide to Formwork for Concrete 2014 (Reapproved 2021).
- K. ACI PRC-223 - Shrinkage-Compensating Concrete - Guide 2021.
- L. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- M. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement 2019.
- N. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2021.
- O. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete 2019.
- P. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete 2020a.
- Q. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers 2020.
- R. ASTM E1155M - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers (Metric) 2014.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.

- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
 - 1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Mix Design: Submit proposed concrete mix design.
 - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
 - 2. Indicate proposed mix design complies with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Samples for Pigment Color Selection: Submit manufacturer's complete sample chip set, including pigment number and required dosage rate for each color.
- E. Verification Samples: Submit sample chips of specified colors indicating pigment numbers and required dosage rates, for subsequent comparison to installed concrete.
- F. Samples: Submit two, 12 inch (305 mm) long samples of waterstops and construction joint devices.
- G. Test Reports: Submit report for each test or series of tests specified.
- H. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

1.06 MOCK-UP

- A. Construct and erect mock-up panel for architectural concrete surfaces indicated to receive special treatment or finish as result of formwork.
 - 1. Panel Size: Sufficient to illustrate full range of treatment.
 - 2. Locate as indicated on drawings.
- B. Accepted mock-up panel is considered basis of quality for the finished work. Keep mock-up exposed to view for duration of concrete work.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Moisture Emission-Reducing Curing and Sealing Compound, Membrane-Forming: Provide warranty to cover cost of flooring delamination failures for 10 years.
 - 1. Include cost of repair or removal of failed flooring, remediation with a moisture vapor impermeable surface coating, and replacement of flooring with comparable flooring system.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Comply with requirements of Section 03 1000.
- B. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- C. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Earth Cuts: Do not use earth cuts as forms for vertical surfaces. Natural rock formations that maintain a stable vertical edge may be used as side forms.
 - 2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

3. Form Ties: Taper removable bolt type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

2.02 REINFORCEMENT MATERIALS

- A. Comply with requirements of Section 03 2000.
- B. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
 1. Finish: Galvanized in accordance with ASTM A767/A767M, Class I, unless otherwise indicated.
- C. Reinforcement Accessories:
 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 3. Provide stainless steel components for placement within 1-1/2 inches (38 mm) of weathering surfaces.

2.03 CONCRETE MATERIALS (SEE DCI DRAWING S1.1 - STRUCTURAL GENERAL NOTES)

2.04 BONDING AND JOINTING PRODUCTS

- A. Epoxy Bonding System:
- B. Slab Isolation Joint Filler: 1/2 inch (13 mm) thick, height equal to slab thickness, with removable top section that will form 1/2 inch (13 mm) deep sealant pocket after removal.
- C. Slab Construction Joint Devices: Combination keyed joint form and screed, galvanized steel, with rectangular or round knockout holes for conduit or rebar to pass through joint form at 6 inches (150 mm) on center; ribbed steel stakes for setting.

2.05 CURING MATERIALS

- A. Evaporation Reducer: Liquid thin-film-forming compound that reduces rapid moisture loss caused by high temperature, low humidity, and high winds; intended for application immediately after concrete placement.
- B. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.
 1. Product dissipates within 4 to 6 weeks.
- C. Curing Agent, Water-Cure Equivalent Type: Clear, water-based, non-film-forming, liquid-water cure replacement agent.
 1. Comply with ASTM C309 standards for water retention.
 2. Compressive Strength of Treated Concrete: Equal to or greater than strength after 14-day water cure when tested according to ASTM C39/C39M.
 3. VOC Content: Zero.
- D. Curing and Densifying Compound, Membrane-Forming: Lithium polysilicate-based, clear, liquid densifier for application to newly-placed concrete.
 1. Comply with ASTM C309.
 2. VOC Content: Less than 50 g/L.
- E. Curing and Sealing Compound, High Gloss: Liquid, membrane-forming, clear, non-yellowing acrylic; complying with ASTM C1315 Type 1 Class A.
- F. Curing Agent, Densifier, and Trowelling Aid: Penetrating, moisture-retaining, densifying, and workability-extending system spray-applied to wet concrete and floated or troweled into the surface.

2.06 CONCRETE MATERIALS (SEE DCI DRAWING S1.1 - STRUCTURAL GENERAL NOTES)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in accordance with bonding agent manufacturer's instructions.
 - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
- E. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- C. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

3.05 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not less than one quarter (1/4) the depth of the slab.
- E. Construction Joints: Where not otherwise indicated, use metal combination screed and key form, with removable top section for joint sealant.

3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Correct the slab surface if tolerances are less than specified.
- B. Measure F(F) Floor Flatness and F(L) Floor Levelness in accordance with ASTM E1155 (ASTM E1155M), within 48 hours after slab installation; report both composite overall values and local values for each measured section.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.07 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch (6 mm) or more in height. Provide finish as follows:

1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.

3.08 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.09 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

3.10 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.11 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place architectural concrete, including form facings, reinforcement accessories, concrete materials, concrete mixtures, concrete placement, and concrete finishes.
 - 2. Requirements in Section 033000 "Cast-in-Place Concrete" apply to this Section.

1.3 DEFINITIONS

- A. Cast-in-Place Architectural Concrete: Concrete that is exposed to view, is designated as architectural concrete, and that requires special concrete materials, formwork, placement, or finishes to obtain specified architectural appearance.
- B. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume or metakaolin; materials subject to compliance with requirements.
- C. Design Reference Sample: Sample designated by Architect in the Contract Documents that reflects acceptable surface quality and appearance of cast-in-place architectural concrete.
- D. w/cm: The ratio by mass of water to that of cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Eastern Oregon University, LaGrande OR.
 - 1. Require representatives of each entity directly concerned with cast-in-place architectural concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mixed concrete manufacturer.
 - d. Cast-in-place architectural concrete Subcontractor.
 - 2. Review the following:

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 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mixed concrete manufacturer.
 - d. Cast-in-place architectural concrete Subcontractor.
 - 2. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control.
 - b. Mock-up of architectural exposed cast-in-place concrete
 - c. Construction joints, control joints, isolation joints, and joint-filler strips.

- d. Reinforcement accessory installation.
- e. Cold- and hot-weather concreting procedures.
- f. Concrete finishes and finishing.
- g. Curing procedures.
- h. Forms and form-removal limitations.
- i. Shoring and reshoring procedures.
- j. Concrete repair procedures.
- k. Protection of cast-in-place architectural concrete.
- l. Initial curing and field curing of field test cylinders (ASTM C31/C31M).
- m. Protection of field-cured field test cylinders.

1.5 ACTION SUBMITTALS

A. Product Data: For each of the following:

- 1. Form-facing panels.
- 2. Form liners.
- 3. Form joint tape.
- 4. Form joint sealant.
- 5. Wood sealer.
- 6. Form-release agent.
- 7. Surface retarder.
- 8. Form ties.
- 9. Bar supports.
- 10. Portland cement.
- 11. Fly ash.
- 12. Slag cement.
- 13. Blended hydraulic cement.
- 14. Silica fume.
- 15. Performance-based hydraulic cement.
- 16. Aggregates.
- 17. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
- 18. Color pigments.
- 19. Repair materials.
- 20. Product Certificates: For regional materials, indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include distance to Project and cost for each regional material.

B. Design Mixtures: For each concrete mixture, include the following:

- 1. Mixture identification.
- 2. Minimum 28-day compressive strength.
- 3. Durability exposure class.
- 4. Maximum w/cm.
- 5. Calculated equilibrium unit weight, for lightweight concrete.
- 6. Slump limit.

7. Air content.
8. Nominal maximum aggregate size.
9. Steel-fiber reinforcement content.
10. Synthetic microfiber content.
11. Amounts of mixing water to be withheld for later addition at Project site if permitted.
12. Intended placement method.
13. Alternative design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Formwork: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.
 - a. Show formwork construction, including form-liner layout, form-liner termination details, dimensioned locations of form-facing material joints, rustications, construction and contraction joints, form joint-sealant details, form-tie locations and patterns, inserts and embedments, cutouts, cleanout panels, and other items that visually affect cast-in-place architectural concrete.
 - 1) Included separate layout for formwork used in mockups.
 - 2) Indicate proposed schedule and sequence of stripping of forms, shoring removal, and reshoring installation and removal.
 - 3) Location of construction joints is subject to approval of Architect.

D. Samples: For each of the following materials:

1. Form-facing panels.
2. Form ties.
3. Form liners, 12-by-12-inch Sample, indicating texture.
4. Manufacturer's standard colors for color pigment.
5. Chamfers and rustications.

E. Samples for Verification: In addition to the site mock-up, Provide: Architectural concrete Samples, cast vertically, approximately 18 by 18 by 2 inches of finishes, colors, and textures to match design reference sample. Include Sample sets showing the full range of variations expected in these characteristics.

F. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Curing process.

G. Placement Schedule: Submit before start of placement operations.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
 2. Ready-mixed concrete manufacturer.
- B. Material Certificates: For each of the following:
1. Cementitious materials.
 2. Admixtures.
 3. Form materials and form-release agents.
 4. Repair materials.
- C. Material Test Reports: For the following, by a qualified testing agency:
1. Portland cement.
 2. Fly ash.
 3. Slag cement.
 4. Blended hydraulic cement.
 5. Silica fume.
 6. Performance-based hydraulic cement.
- D. Research Reports: For concrete admixtures in accordance with ICC AC198.
- E. Preconstruction Test Reports: For each mix design.
- F. Concrete Repair: Submit a written, detailed description of materials, methods, equipment, and sequence of operations to be used for repairing architectural concrete, including protection of surrounding materials and Project site.
1. If materials and methods other than those indicated are proposed for any repairs to architectural concrete, add a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and Installer's ability to use such materials and methods properly.
- G. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Installer Qualifications: An experienced cast-in-place architectural concrete installer, as evidenced by not less than five consecutive years' experience, specializing in installing cast-in-place architectural concrete similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
1. Provide written evidence of qualifications and experience.

2. Include locations, descriptions, and photographs of completed projects, including name of architect, substantiating the quality of the installer's experience.
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Technical Manager.
1. Personnel performing laboratory tests shall be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Level I.
 2. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Level II.
- D. Mockups: Before casting architectural concrete, build mockups, using the same procedures, equipment, materials, finishing procedures, and curing procedures that will be used for producing architectural concrete, to verify selections made under Sample submittals and to demonstrate typical joints, surface finish, color, texture, tolerances, and standard of workmanship. Build mockups to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
 2. Build mockups of typical wall of cast-in-place architectural concrete as indicated on Drawings, including vertical and horizontal rustication joints, and any sculptured features.
 3. Construct mockups to include at least two lifts having heights equal to those anticipated for construction.
 4. Demonstrate curing, cleaning, and protecting of cast-in-place architectural concrete, finishes, and contraction joints, as applicable.
 5. In presence of Architect, damage part of the exposed-face surface for each finish, color, and texture, and demonstrate materials and techniques proposed for repair to match adjacent undamaged surfaces.
 6. In presence of Architect, demonstrate materials and techniques proposed for repair of tie holes and surface blemishes to match adjacent undamaged surfaces.
 7. Obtain Architect's approval of mockups before casting architectural concrete.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Provide a qualified testing agency to perform preconstruction testing on concrete mixtures.
1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.
 - f. Permeability.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and **ACI 301 (ACI 301M)**.

1.10 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with Section 033000 "Cast-in-Place Concrete."
- B. Hot-Weather Placement: Comply with Section 033000 "Cast-in-Place Concrete."

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with **ACI 301** (**ACI 301M**) unless modified by requirements in the Contract Documents.

2.2 FORM-FACING MATERIALS

- A. Comply with Section 031000 "Concrete Forming and Accessories" for formwork and other form-facing material requirements, and as specified in this Section.
- B. Source Limitations: Obtain each type of form-facing material from single source from single manufacturer.
- C. Form-Facing Panels for Finishes:
 - 1. Steel- and glass-fiber-reinforced plastic, or other approved nonabsorptive panel materials that provide continuous, true, and smooth architectural concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- D. Form Liners: Elastomeric - Units of face design, texture, arrangement, and configuration to match design reference sample. Furnish with manufacturer's recommended liquid-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent surface treatments and finishes of concrete.
- E. Rustication Strips: Metal, or rigid plastic, with sides beveled and back kerfed; nonstaining; in longest practicable lengths.
- F. Form Joint Tape: Compressible foam tape; pressure sensitive; AAMA 800; minimum **1/4 inch** thick.
- G. Form Joint Sealant: Elastomeric sealant complying with ASTM C920, Type M or Type S, Grade NS, that adheres to form joint substrates, does not stain, does not adversely affect concrete surfaces, and does not impair subsequent treatments and finishes of concrete surfaces.
- H. Wood Sealer: Penetrating, clear, polyurethane wood sealer formulated to reduce absorption of bleed water and prevent migration of set-retarding chemicals from wood and does not stain, does not adversely affect concrete surfaces, and does not impair subsequent treatments and finishes of concrete surfaces.

- I. Form-Release Agent: Commercially formulated, colorless form-release agent that does not bond with, stain, or adversely affect architectural concrete surfaces and will not impair subsequent treatments and finishes of architectural concrete surfaces.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Master Builders Solutions; MasterFinish Series (Pre-2014: Cast Off and Rheofinish Series) or comparable product.
 - 2. Formulate form-release agent with rust inhibitor for steel form-facing materials.
 - 3. Form-release agent for form liners shall be acceptable to form-liner manufacturer.
- J. Surface Retarder: Water-soluble chemical liquid set retarder, for application on form-facing materials, capable of temporarily delaying final hardening of newly placed architectural concrete surface to depth of aggregate exposure specified.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Master Builders Solutions; MasterFinish Series or comparable product.
 - 2. Source Limitations: Obtain surface retarder from single source from single manufacturer.
- K. Form Ties: Factory-fabricated, removable ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire fabric in place.
 - 1. Manufacture bar supports in accordance with CRSI's "Manual of Standard Practice."
 - 2. Where legs of wire bar supports contact forms, use bar supports.

2.4 CONCRETE MATERIALS

- A. Regional Materials: Concrete shall be manufactured within **500 miles (800 km)** of Project site from aggregates **and cementitious materials** that have been extracted, harvested, or recovered, as well as manufactured, within **500 miles (800 km)** of Project site.

"Cementitious Materials:

- 1. Portland Cement: ASTM C150/C150M, Type 1.
- 2. Fly Ash: Not allowed
- 3. Slag Cement: Not allowed
- 4. Silica Fume: ASTM C1240 amorphous silica.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide Master Builders Solutions; MasterLife SF 100 (Pre-2014: Rheomac SF100) or comparable product.
- 5. Metakaolin: ASTM C618, Class N.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide BASF Corporations' Kaolin, part of Master Builders Solutions; MetaMax or comparable product.

- C. Normal-Weight Aggregates: ASTM C33/C33M, coarse aggregate or better, graded. Provide aggregates from single source from single manufacturer.
 - 1. Maximum Coarse-Aggregate Size: See Sheet S1.1, Structural General Notes
 - 2. Gradation: Uniformly graded.
- D. Normal-Weight Fine Aggregate: Manufactured or natural sand, free of materials with deleterious reactivity to alkali in cement, from same source for entire Project.
- E. Chemical Admixtures: As specified in Section 033000 "Cast-in-Place Concrete," and certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use admixtures containing intentionally added chlorides.
- F. Color Pigment: ASTM C979/C979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
 - a. Basis-of-Design Product: Match existing color
 - 2. Source Limitations: Obtain color pigment from single source from single manufacturer.

2.5 CURING MATERIALS

- A. Comply with Section 0330000 "Cast-in-Place Concrete."
 - 1. For integrally colored concrete, curing materials shall be approved by color pigment manufacturer.
 - 2. For concrete indicated to be sealed, curing materials shall be compatible with sealer.

2.6 REPAIR MATERIALS – Not allowed

2.7 CONCRETE MIXTURES, GENERAL

- A. Obtain each color, size, type, and variety of concrete mixture from single manufacturer with resources to provide cast-in-place architectural concrete of consistent quality in appearance and physical properties.
- B. Prepare design mixtures for each type and strength of cast-in-place architectural concrete proportioned on basis of laboratory trial mixture or field test data, or both, in accordance with **ACI 301 (ACI 301M)**.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs, based on laboratory trial mixtures.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
- D. Color Pigment: Add color pigment to concrete mixture in accordance with manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXTURES

A. Normal-weight concrete:

1. Exposure Class: **ACI 318**. See Sheet S1.1, Structural General Notes
2. Minimum Compressive Strength: 28 days. See Sheet S1.1, Structural General Notes
3. Maximum w/cm: 0.4. See Sheet S1.1, Structural General Notes
4. Slump Limit: See Sheet S1.1, Structural General Notes
5. Slump Flow Limit: See Sheet S1.1, Structural General Notes
6. Air Content:
 - a. Exposure Classes F2 and F3: See Sheet S1.1, Structural General Notes

2.9 CONCRETE MIXING

A. Architectural Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish batch ticket information.

1. Clean equipment used to mix and deliver cast-in-place architectural concrete to prevent contamination from other concrete.
2. For mixer capacity of **1 cu. yd.** or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
3. For mixer capacity larger than **1 cu. yd.**, increase mixing time by 15 seconds for each additional **1 cu. yd.**
4. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with Section 031000 "Concrete Forming and Accessories" for formwork, embedded items, and shoring and reshoring, and as specified in this Section.
- B. Limit deflection of form-facing panels to not exceed **ACI 301 (ACI 301M)** requirements.
- C. Limit cast-in-place architectural concrete surface irregularities, as follows:
 1. Surface Finish-1.0: **ACI 117 (ACI 117M)** Class D, **1 inch.**
 2. Surface Finish-2.0: **ACI 117 (ACI 117M)** Class B, **1/4 inch.**
 3. Surface Finish-3.0: **ACI 117 (ACI 117M)** Class A, **1/8 inch.**
- D. Construct forms to result in cast-in-place architectural concrete that complies with **ACI 117 (ACI 117M)**.
- E. Seal form joints, chamfers, rustication joints, and penetrations at form ties with form joint tape or form joint sealant to prevent cement paste leakage.
- F. Coat contact surfaces of forms with form-release agent, in accordance with manufacturer's written instructions, before placing reinforcement, anchoring devices, and embedded items.

- G. Coat contact surfaces of forms with surface retarder, in accordance with manufacturer's written instructions, before placing reinforcement, anchoring devices, and embedded items.
- H. Place form liners accurately to provide finished surface texture indicated.
 - 1. Provide solid backing and attach securely to prevent deflection and maintain stability of liners during concreting.
 - 2. Secure form liners in place using fasteners that will not transfer impressions onto surface of concrete.
 - 3. Prevent form liners from sagging and stretching in hot weather.
 - 4. Seal joints of form liners and form-liner accessories to prevent mortar leaks.
 - 5. Coat form liner with form-release agent.

3.2 INSTALLATION OF REINFORCEMENT AND ACCESSORIES

- A. Comply with Section 032000 "Concrete Reinforcing" for fabricating and installing steel reinforcement and accessories.

3.3 REMOVING AND REUSING FORMS

- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than **50 deg F** for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
 - 1. Schedule form removal to maintain surface appearance that matches approved mockups.
 - 2. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved 70 percent of its 28-day design compressive strength.
 - 3. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work.
 - 1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
 - 2. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
 - 1. Align and secure joints to avoid offsets.
 - 2. Do not use patched forms for cast-in-place architectural concrete surfaces.

3.4 JOINTS

- A. Construction Joints: Install construction joints true to line, with faces perpendicular to surface plane of cast-in-place architectural concrete, so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated.
2. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
3. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at top of footings or floor slabs.
4. Space vertical joints in walls as indicated on drawings, locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

- B. Contraction Joints: Form weakened-plane contraction joints true to line, with faces perpendicular to surface plane of cast-in-place architectural concrete, so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.

3.5 CONCRETE PLACEMENT

- A. Comply with Section 033000 "Cast-in-Place Concrete."

3.6 FINISHING FORMED SURFACES

- A. Comply with Section 033000 "Cast-in-Place Concrete."
- B. Architectural Concrete Finish: Match Architect's design reference sample, identified and described as indicated, to satisfaction of Architect.
- C. As-Cast Surface Finishes: Comply with Section 033000 "Cast-in-Place Concrete" for the following:
1. **ACI 301** (ACI 301M) Surface Finish-1.0 (SF-1.0).
 2. **ACI 301** (ACI 301M) Surface Finish-2.0 (SF-2.0).
 3. **ACI 301** (ACI 301M) Surface Finish-3.0 (SF-3.0).
- D. Final Concrete Finish: Match existing historic stair
- E. Form-Liner Finish: Produce a textured surface free of pockets, streaks, and honeycombs, and of uniform appearance, color, and texture.
- F. Maintain uniformity of architectural concrete finishes over construction joints unless otherwise indicated.

3.7 CONCRETE CURING

- A. Comply with Section 033000 "Cast-in-Place Concrete" using identical curing procedures to that used for approved mockups.

3.8 REPAIR

- A. Remove and replace cast-in-place architectural concrete that cannot be repaired to Architect's approval.

3.9 FIELD QUALITY CONTROL

- A. Comply with Section 033000 "Cast-in-Place Concrete."

3.10 CLEANING

- A. Clean cast-in-place architectural concrete surfaces after finish treatment to remove stains, markings, dust, and debris.
- B. Wash and rinse surfaces in accordance with concrete finish applicator's written instructions.
 - 1. Protect other Work from staining or damage due to cleaning operations.
 - 2. Do not use cleaning materials or processes that could change the appearance of cast-in-place architectural concrete finishes.

3.11 PROTECTION

- A. Protect corners, edges, and surfaces of cast-in-place architectural concrete from damage; use guards and barricades.
- B. Protect cast-in-place architectural concrete from staining, laitance, and contamination during remainder of construction period.

3.12 FINAL ACCEPTANCE

- A. Final acceptance of completed architectural concrete Work will be determined by Architect by comparing approved design reference sample, and mockups with installed work.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes new cast stone:
 - 1. Fabrication of molds from point cloud data, laser scan data, existing units, photographs, and historic documents are the basis for developing models for cast stone units.
 - 2. New cast stone units including the following:
 - a. Base rail.
 - b. Balusters.
 - c. Top Rail.
 - d. Pier cap.
 - 3. Related Sections include the following:
 - a. Division 3 Section "Cast in Place Concrete".
 - b. Division 7 Section "Joint Sealants" for sealing joints in cast stone.

1.3 SUBMITTALS

- A. Product Data: For each type of material required in the work of this Section.
 - 1. For new, replacement cast stone units, include construction details, material descriptions, dimensions of individual components and profiles, and finishes for new cast stone units.
- B. Shop Drawings: Show fabrication and installation details for new cast stone units. Include dimensions, details of reinforcement and anchorages, and indication of finished faces.
 - 1. Include elevations showing layout of units and locations of joints and anchors. Building elevations shall also show areas requiring repair. Details and sections shall show proposed methods of repair.
- C. Setting Drawings: Submit approved scale shop drawings to be used for setting. Show the piece numbering of each unit, and the size of joints to be used for setting the various portions of the work. Show anchorage to backing and ties to structural framing. Indicate shrinkage scale details of all pieces. Include drawings for related work.
 - 1. All pieces of cast stone shall be numbered using the numbering system established by the Architectural Drawings.

- D. Modeling: Following approval of shop and setting drawings, prepare scale models of each finished cast stone piece, artistically modeled by the cast stone manufacturer's staff artists. Submit photographs of models to Architect for review.
1. An allowance shall be made for the Architect to inspect all modeling at the factory. Such approval or inspection by the Architect shall be made promptly. No work shall be cast until modeling has been approved.
- E. Mixes: Meet ASTM C1364 Standard Specification of Architectural Cast Stone which references ASTM C 666, Procedure A - Test Method for Resistance of Concrete to Rapid Freezing and Thawing as the testing procedure as modified by ASTM C1364.

Submit proposed mix for each type of casting mortar required and specified, indicating materials and proportions to be used as well as the percentage by volume of each ingredient.

1. If any admixtures are proposed for use, indicate type of admixture, reason for including, result to be expected in finished product, rate of inclusion, etc
- F. Samples:
1. Proposed Aggregates for New Units: One (1) x four (4) ounce sample of each aggregate proposed for use in cast stone work for Architect's preliminary approval of color and grain size.
 - a. Label each aggregate sample as to source and intended use (which mixture aggregate will be used in).
 - b. Final approval of aggregate will be made only after approval of each type of casting mortar.
 2. Proposed Pigments for New Units: One pound of each kind and color to be used. Label each pigment sample as to source and intended use.
 3. New Cast Stone:
 - a. Samples for Verification: For each color required, showing the full range expected in the finished construction. Make samples using the same aggregate and mortar ingredients to be used on the Project. Label samples to indicate type and amount of colorant used.
 - 1) For each color and texture of new cast stone required, submit 10 inches square in size.
 - 2) New, cured cast stone shall match color and surface texture of unit to be replaced. Hand tool and clean surface of cast stone to duplicate appearance of replacement units.
 - 3) Obtain Architect's written approval prior to casting full size units.
 - 4) Reformulate and resubmit samples until casting mortar matches visual qualities of existing building to the satisfaction of the Architect.
 4. Full-Size Samples: For each type of cast stone unit required.
 - a. Approved samples may be installed in the Work.
 5. Anchors and Connectors: Three (3) full-size samples of each type of device proposed for use in installing replacement units.

- G. Documentation: Submit complete documentation of cast stone repair work performed under the Contract. Include prevailing weather conditions, people present on the job, all products/materials and procedures used in the Work, all adjustments made to products/materials and procedures during the course of the Work, and all other information that may be necessary to completely document the work of the Contract.
- H. Qualification Data: For firms and persons specified in Quality Assurance article.

1.4 QUALITY ASSURANCE

- A. Cast Stone Restoration Specialist: Work must be performed by a firm having not less than ten (10) years successful experience in comparable cast stone restoration work on at least three (3) buildings listed, or eligible to be listed, in the National Register of Historic Places under the review of federal and State preservation agencies, and employing personnel skilled in the processes and operations as follows:
 - 1. Only skilled workers who are familiar and experienced with the methods specified are to be used for the work.
 - 2. One skilled worker shall be present at all times during execution of the work and shall personally direct the work.
 - 3. In acceptance or rejection of work of this Section, no allowance will be made for lack of skill on the part of the workers.
- B. Manufacturer Qualifications: A firm experienced in manufacturing cast stone units similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to manufacture required units. Firm shall have not less than ten (10) years successful experience in comparable new cast stone work for at least three (3) buildings listed, or eligible to be listed, in the National Register of Historic Places under the review of Federal and State historic preservation
 - 1. Manufacturer is a producing member of the Cast Stone Institute.
- C. Cast Stone Standard: Casting of new units shall be performed in accordance with recommendations of the Cast Stone Institute
- D. Source Limitations for New Cast Stone: Obtain new cast stone units through one source from a single manufacturer.
- E. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.
- F. Source Limitations for Repair Materials: Obtain each type of cast stone repair material from a single source to produce a complete system.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Pack, handle, and ship new cast stone units in suitable packs or pallets.

1. Lift new cast stone units with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units, if required, using dollies with wood supports.
 2. Store new cast stone units on wood skids or pallets with non-staining, waterproof covers. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.
- B. Store installation materials on elevated platforms, under cover, and in a dry location.
- C. Store mortar aggregates where grading and other required characteristics can be maintained and contamination can be avoided. Store cementitious materials on elevated platforms, under cover, and in dry location
- D. Store all materials supplied under this section to prevent deterioration or damage due to moisture, temperature changes, contaminants, and other causes. Comply with manufacturer's recommendations for minimum and maximum temperature requirements and other storage conditions.

1.6 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until cast stone has dried, but not less than 7 days after completing cleaning.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- C. Building Protection: During restoration work, cover area of work with waterproof sheeting at end of each day's work. Cover partly completed repairs when work is not in progress.
- D. Prevent repair materials from staining the face of exposed surfaces. Immediately remove all repair materials that come in contact with such surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS OF NEW CAST STONE UNITS

- A. Manufacturers: Subject to compliance with requirements, provide new cast stone units by one of the manufacturers specified.
1. As approved by Eastern Oregon University

2.2 MATERIALS CAST STONE

- A. Portland Cement: ASTM C 150, Type I, containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

- B. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C 33; gradation as needed to produce required textures and colors as needed to produce cast stone colors to match existing textures and colors
- C. Fine Aggregates: Natural sand or crushed stone complying with ASTM C 33, gradation as needed to produce required textures and colors as needed to produce required cast stone colors.
- D. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
- E. Admixtures: Do not use admixtures unless recommended by manufacturer for scheduled installation location, and as specified or approved in writing by Architect.
 - 1. Do not use admixtures that contain more than 0.1 percent water-soluble chloride ions by mass of cementitious materials. Do not use admixtures containing calcium chloride.
 - 2. Use only admixtures that are certified by manufacturer to be compatible with cement and other admixtures used
 - 3. Air-Entraining Admixture: ASTM C 260. Add to mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 4 to 6 percent, except do not add to zero-slump concrete mixes.
 - 4. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 5. Water-Reducing, Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 6. Water-Reducing, Accelerating Admixture: ASTM C 494/C 494M, Type E.
- F. Reinforcement, Embedded Anchors and Other Inserts: Fabricated from stainless steel complying with ASTM A 240, ASTM A 276, or ASTM A 666, Type 304.
- G. Water: Potable.

2.3 CAST STONE MOLDS AND MODELS

- A. General: Upon completion of the manufacturing of the units, one mold of each unit will be cast of a resinous material and the unit will be stored in a location determined by, and become the property of, the Owner. The molds shall be carefully packed and delivered so as to arrive at Owner's storage location in a perfect condition. The molds shall be protected for long-term storage and possible future use.
- B. Mold Work and Casting:
 - 1. Select existing cast stone units for mold master so that molds made from the cast stone shall be true and accurate in profile, shape and dimension. If any restoration work is necessary, immediately notify the Architect in writing.
 - 2. Surfaces indicated on the drawings as planar (fully vertical or horizontal and smooth) be sculpted in the mold as such.

3. Make flexible rubber molds from original restored cast stone units. Provide all necessary accessories for mold work including plaster jacket support.
4. If the mold is created in the field to copy the face of the cast stone, manufacturer shall produce a new model in the studio to create the full depth of the entire cast stone unit. A new flexible rubber mold will then be made of the full size piece, which will be used for the final casting of the model.

C. Models:

1. Clay or plaster models of all ornaments shall be provided by the cast stone manufacturer and shall be approved by the Architect prior to commencement of work. All models shall be prepared by skilled crafters in a correct and artistic manner in strict accordance with the spirit and intent of the approved shop drawings.
2. Provide custom fabricated clay or plaster models of cast stone ornament presently missing from building. Models are to be artistically executed by skilled crafters based on the contract documents and historic photographs.
3. All models prepared for this project shall become the property of the Owner. Carefully pack and deliver all models in perfect condition to a place of storage to be designated by the Owner. Packing materials shall be of highest quality to protect models from dirt, moisture, and breakage to provide for long-term storage and possible future use.

2.4 CAST STONE UNITS

- A. Provide cast stone units complying with ASTM C1364 Standard Specification of Architectural Cast Stone which references ASTM C 666, Procedure A - Test Method for Resistance of Concrete to Rapid Freezing and Thawing as the testing procedure as modified by ASTM C1364 using the vibrant dry tamp or wet-cast method as appropriate for matching existing cast stone units.
- B. Reinforce units as indicated on approved shop drawings and as required by ASTM C 1364. Use stainless steel reinforcements.
- C. Fabricate units with sharp arris and details accurately reproduced with indicated texture on all exposed surfaces to exactly match profile and finish of original cast stone units, unless otherwise indicated.
1. Each custom shape shall exactly match existing original unit in size, design, and color.
 2. Slope exposed horizontal surfaces 1:12, unless otherwise indicated.
 3. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
 4. Provide drips on projecting elements, unless otherwise indicated.
- D. Fabrication Tolerances
1. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch.
 2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch, whichever is greater, but in no case by more than 1/4 inch.
 3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch, whichever is greater.
 4. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than 1/8 inch on formed surfaces of units and 3/8 inch on unformed surfaces.

- E. Cure units by steam, fog, or exterior exposure as recommended by cast stone manufacturer to produce new units that match aesthetics of original cast stone.
- F. Remove cement skin from outer surface of each unit by etching with muriatic (hydrochloric) acid as recommended by manufacturer.
- G. Do not apply any finishes, including siloxane water repellants or sealers.
- H. Preassembly: All portions of the work that require particular care in fitting, such as the tracery of the windows, dormers, and balustrades, shall be pre-assembled at the manufacturer's studio to ensure exact fit of all parts. Grind joints to achieve perfect alignment.
- I. Colors and Textures: Exposed surfaces shall match appearance of existing units where protected from effects of weathering, demonstrating tooling marks and exposed aggregate.
 - 1. Each new unit must match approved samples when viewed in direct daylight at a 10-foot distance.

2.5 REINFORCING BARS AND ANCHORS

- A. General: Provide reinforcing type and size indicated on drawings, fabricated from deformed stainless-steel bars complying with ASTM A 240, ASTM A276 or ASTM A 666, Type 304.
- B. Dowels: Threaded stainless-steel rod, 3/8-inch diameter, for joining small broken cast stone pieces, and securing spall repairs.
- C. Cramps and Anchors: Minimum 1/4-inch thick by 1-inch wide of form indicated or required.

2.6 POINTING AND BEDDING MORTAR FOR NEW CAST STONE

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.
- D. Aggregate for Mortar: ASTM C 144.
 - 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 - 2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- E. Mortar Mixes:

1. Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - a. Do not use calcium chloride in mortar.
 - b. Limit cementitious materials in mortar to portland cement and lime.
2. Comply with applicable sections of ASTM C 270, Proportion Specification, adjusted as follows:
 - a. For bedding mortar: 1 part cement, 2 parts lime, 8 parts damp, loose sand.
 - b. For pointing mortar: 1 part cement, 3 parts lime, 7 parts damp, loose sand.
3. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
 - a. Pigments shall not exceed 10 percent of portland cement by weight.
 - b. Mix to match Architect's sample.
4. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
 - a. Mix to match Architect's sample.
5. Water: Potable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances for new replacement units and other conditions affecting performance of new cast stone.
 1. Proceed with installation of new units only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect all persons, motor vehicles, surrounding surfaces of building being restored, building site and surrounding buildings from damage and deterioration resulting from work of this Section.
 1. Erect temporary protective covers over pedestrian walkways and at points of entrance and exit at building that must remain in operation during course of cast stone restoration.

3.3 SETTING NEW CAST STONE IN MORTAR

- A. Set cast stone as indicated on Drawings. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
 - 1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
- B. Wet joint surfaces thoroughly before applying mortar or setting in mortar.
- C. Set new units in full bed of mortar with full head joints, unless otherwise indicated.
 - 1. Set new units with joint widths to exactly match joint widths of adjacent, existing units.
 - 2. Build anchors and ties into mortar joints as new units are set.
 - 3. Fill dowel holes and anchor slots with mortar.
 - 4. Fill collar joints solid as new units are set.
 - 5. Build concealed flashing into mortar joints as new units are set.
 - 6. Keep head joints in coping and other units with exposed horizontal surfaces open to receive sealant.
 - 7. Keep joints at shelf angles open to receive sealant.
- D. Provide expansion, control, and pressure-relieving joints of widths and at locations indicated. Keep joints free of mortar and other rigid materials.
- E. Prepare joints indicated to receive sealant and apply sealant of type and at locations indicated to comply with applicable requirements in Division 7 Section "Joint Sealants."
 - 1. Prime new cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant, unless otherwise indicated.

3.4 SETTING ANCHORED CAST STONE WITH SEALANT-FILLED JOINTS

- A. Set new cast stone as indicated on Drawings. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
 - 1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
 - 2. Shim and adjust anchors, supports, and accessories to set cast stone in locations indicated with uniform joints.
- B. Keep cavities open where unfilled space is indicated between back of cast stone units and backup wall; do not fill cavities with mortar or grout.
- C. Fill anchor holes with sealant.
 - 1. Where dowel holes occur at pressure-relieving joints, provide compressible material at ends of dowels.
- D. Set cast stone supported on clip or continuous angles on resilient setting shims. Use material of thickness required to maintain uniform joint widths. Hold shims back from face of cast stone a distance at least equal to width of joint.

- E. Keep joints free of mortar and other rigid materials. Remove temporary shims and spacers from joints after anchors and supports are secured in place and cast stone units are anchored. Do not begin sealant installation until temporary shims and spacers are removed.
- F. Prepare joints and apply sealant of type and at locations indicated to comply with applicable requirements in Division 7 Section "Joint Sealants."
 - 1. Prime new cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant, unless otherwise indicated.

3.5 INSTALLATION TOLERANCES FOR NEW CAST STONE UNITS

- A. Variation from Plumb: Do not exceed 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
- B. Variation from Level: Do not exceed 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
- C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches or one-fourth of nominal joint width, whichever is less.
- D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch, except due to warpage of units within tolerances specified.

3.6 PROTECTION

- A. Provide protection for installed and restored cast stone work before and after work of this Section. Maintain conditions in a manner acceptable to Installer that ensures that cast stone work will remain without damage, discoloration, or deterioration during subsequent construction and until time of Final Acceptance

3.7 ADJUSTING AND CLEANING

- A. Defective Work:
 - 1. Remove and replace stained and otherwise damaged replacement units and units not matching approved Samples. New cast stone may be repaired if methods and results are approved by Architect.
 - 2. Replace rejected, new cast stone units in a manner that results in new cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.
 - 3. Any cast stone restoration work that does not meet requirements of this Section, does not match job mock-up or does not result in a consistent appearance with adjacent, existing cast stone shall be considered defective. The Contractor shall replace all such defective areas to the satisfaction of the Architect at no additional cost to the Owner
- B. In-Progress Cleaning: Clean new cast stone as work progresses.

1. Remove mortar fins and smears before tooling joints.
 2. Remove excess sealant immediately, including spills, smears, and spatter.
- C. Final Cleaning: After mortar at new cast stone units is thoroughly set and cured, clean exposed new cast stone as follows:
1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 2. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.
 3. Clean cast stone by bucket-and-brush hand-cleaning method described in BIA Technical Notes No. 20.
- D. Remove all protection. Repair any surfaces damaged by work of this Section to the satisfaction of the Architect at no cost to the Owner.
- E. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION

SECTION 05 5213 PIPE AND TUBE RAILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Stair railings and guardrails.
- B. Free-standing railings at steps.
- C. Balcony railings and guardrails.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Placement of anchors in concrete.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2020.
- B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- C. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- D. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- E. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- F. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings 2021.
- G. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- H. AWS D1.6/D1.6M - Structural Welding Code - Stainless Steel 2017, with Amendment (2021).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
 - 2. Include the design engineer's seal and signature on each sheet of shop drawings.
- C. Fabricator's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State of Oregon, or personnel under direct supervision of such an engineer.

PART 2 PRODUCTS

2.01 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Distributed Loads: Design railing assembly, wall rails, and attachments to resist distributed force of 75 pounds per linear foot (1095 N/m) applied to the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- C. Concentrated Loads: Design railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds (890 N) applied at any point on the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935

- D. Allow for expansion and contraction of members and building movement without damage to connections or members.
- E. Dimensions: See drawings for configurations and heights.
- F. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
- G. Provide welding fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.
- H. Welded Joints: Make visible joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
 - 1. Ease exposed edges to a small uniform radius.
 - 2. Welded Joints:
 - a. Stainless Steel: Perform welding in accordance with AWS D1.6/D1.6M.

2.02 STAINLESS STEEL RAILING SYSTEM

- A. Steel Tube: ASTM A500/A500M Grade B cold-formed structural tubing.
- B. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- C. Exposed Fasteners: No exposed bolts or screws.

2.03 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- D. Welded Joints:
 - 1. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
 - 2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
 - 3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Supply items required to be cast into concrete or embedded in masonry with setting templates, for installation as work of other sections.
- B. Apply one coat of bituminous paint to concealed aluminum surfaces that will be in contact with cementitious or dissimilar materials.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Install railings in compliance with ADA Standards for accessible design at applicable locations.
- D. Anchor railings securely to structure.

- E. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

**SECTION 07 1400
FLUID-APPLIED WATERPROOFING - CARLISLE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water-based asphalt emulsion fluid-applied waterproofing.

1.02 RELATED REQUIREMENTS

- A. Division 03 - Concrete

1.03 REFERENCE STANDARDS

- A. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-- Tension 2016 (Reapproved 2021).
- B. ASTM D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers 2022.
- C. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for membrane, surface conditioner, flexible flashings, and joint and crack sealants.
- C. Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and acceptable installation temperatures.
- E. Installer's qualification statement.
- F. Warranty:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 2. Submit installer's certification that installation complies with warranty conditions for the waterproofing membrane.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 FIELD CONDITIONS

- A. Maintain ambient temperatures above 40 degrees F (5 degrees C) for 24 hours before and during application and until cured.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Contractor to correct defective work within a five-year period after Date of Substantial Completion; remove and replace materials concealing waterproofing at no cost to Owner.
- C. Provide five year manufacturer warranty against failure of waterproofing to resist penetration of water, except where such failures are the result of structural failures of building.
 - 1. Hairline cracking of concrete due to temperature change or concrete shrinkage is not considered a structural failure.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Fluid-Applied Waterproofing (Basis of Design):

1. Carlisle Coatings & Waterproofing: www.carlisleccw.com/#sle.

2.02 PRODUCT TYPES

- A. Water-Based Asphalt Emulsion Fluid-Applied Waterproofing:
 1. Vertical Surfaces: Apply directly to concrete substrate.
 2. Cover with reinforcing fabric, protection board, and drainage composite.

2.03 MATERIALS

- A. Water-Based Asphalt Emulsion Fluid-Applied Waterproofing: Modified with blend of synthetic polymers and special additives.
 1. Product:
 - a. Carlisle Coatings & Waterproofing Inc; Barricoat-S (Spray-Grade).
 - b. Carlisle Coatings & Waterproofing Inc; Barricoat-R (Roller-Grade).
 2. Cured Thickness: 60 mil, 0.060 inch (1.52 mm), minimum.
 3. Suitable for installation over concrete substrates on below-grade foundation wall vertical assemblies.
 4. VOC Content: Less than 9.3 oz/gal (70 g/L).
 5. Water Vapor Permeance: 0.1 perm (5.72 ng/(Pa s sq m)), maximum, measured in accordance with ASTM E96/E96M using Procedure B, Water Method.
 6. Service Temperature: Range of minus 20 to 149 degrees F (minus 29 to 65 degrees C).
 7. UV Exposure: 30 days, maximum.
 8. Elongation: Greater than 500 percent, measured in accordance with ASTM D412.
 9. Pull Adhesion: Greater than 16 psi (0.11 MPa) on concrete, measured in accordance with ASTM D4541.
 10. Reinforcing Fabric: Woven, synthetic polymer fabric for use in horizontal and detailing applications.
 - a. Width: 4 inches (102 mm), nominal.
 - b. Weight: 3 oz/sq yd (101.7 g/sq m), minimum.
 - c. Product:
 11. Protection Board: Provide type capable of preventing damage to waterproofing due to backfilling and construction traffic.
 - a. Thickness: 90 mil, 0.090 inch (2.3 mm), minimum.
 - b. Product:
 12. Drainage Composite: Nonwoven filter fabric bonded to individual dimples of molded polypropylene core to minimize fabric intrusion of flow channels, 0.4 inch (10.16 mm) thick; provide type recommended by sheet waterproofing manufacturer for application indicated.
 - a. Width: 24 inches (610 mm), minimum.
 - b. Product:

2.04 ACCESSORIES

- A. Seaming Materials: As recommended by waterproofing manufacturer.
- B. Membrane Sealant: As recommended by waterproofing manufacturer.
- C. Adhesives: As recommended by waterproofing manufacturer.
- D. Thinner and Cleaner: As recommended by adhesive manufacturer, compatible with fluid-applied waterproofing.
- E. Sealant for Cracks and Joints In Substrates: Resilient elastomeric joint sealant compatible with substrates and waterproofing materials, as recommended by waterproofing manufacturer.
- F. Backer Rods: Closed-cell polyethylene foam rod, as recommended by waterproofing manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting this work.

- B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of waterproofing system.
- C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.
- D. Verify that items penetrating surfaces to receive waterproofing are securely installed.
- E. Where existing conditions are responsibility of another installer, notify Architect of unsatisfactory conditions.
- F. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect adjacent surfaces from damage not designated to receive waterproofing.
- B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions; vacuum substrate clean.
- C. Do not apply waterproofing to surfaces unacceptable to waterproofing manufacturer.
- D. Fill nonmoving joints and cracks with a filler compatible with waterproofing materials.
- E. Seal moving cracks with sealant and nonrigid filler, using procedures recommended by sealant and waterproofing manufacturers.

3.03 INSTALLATION

- A. Install fluid-applied waterproofing in accordance with manufacturers instructions and applicable requirements.
- B. Apply primer or surface conditioner at a rate recommended by manufacturer; protect conditioner from rain or frost until dry.
- C. At joints and cracks less than 1/2 inch (13 mm) in width including joints between horizontal and vertical surfaces, apply 12 inch (300 mm) wide strip of joint cover sheet.
- D. At joints from 1/2 inch to 1 inch (12.7 mm to 25.4 mm) in width, loop joint cover sheet down into joint between 1-1/4 inch to 1-3/4 inch (31.8 mm to 44.5 mm), and extend sheet at least 6 inches (152 mm) on either side of expansion joint.
- E. Center joint cover sheet over joints, roll sheet into 1/8 inch (3.2 mm) thick coating of waterproofing material and apply second coat over sheet extending at least 6 inches (152 mm) beyond sheet edges.
- F. Extend membrane over cants and up intersecting surfaces at membrane perimeter minimum 6 inches (150 mm) above horizontal surface for first ply and 3 inches (75 mm) at subsequent plies laid in shingle fashion.
- G. Apply extra thickness of waterproofing material at corners, intersections, and angles.
- H. Seal membrane and flashings to adjoining surfaces.

3.04 INSTALLATION - DRAINAGE COMPOSITE AND PROTECTION BOARD

- A. Place drainage composite directly against membrane, butt joints, place to encourage drainage downward, and scribe and cut boards around projections, penetrations, and interruptions.
- B. Place protection board directly against drainage composite; butt joints, and scribe and cut boards around projections, penetrations, and interruptions.
- C. Adhere drainage composite to substrate with compatible adhesive.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Owner will provide testing services, and Contractor to provide temporary construction and materials for testing.
- C. Provide daily on-site attendance of roofing and insulation manufacturer's representative during installation of this work.

3.06 PROTECTION

- A. Do not permit traffic over unprotected or uncovered membrane.

END OF SECTION

SECTION 07 9200 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants 2018 (Reapproved 2022).
- C. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete 2020a.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- G. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints 2019 (Reapproved 2020).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.
- F. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- G. Installation Plan: Submit at least four weeks prior to start of installation.
- H. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
- I. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- J. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

- K. Installation Log: Submit filled-out log for each length or instance of sealant installed.
- L. Field Quality Control Log: Submit filled-out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.
- M. Manufacturer's qualification statement.
- N. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver sufficient samples to manufacturer for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
- E. Installation Plan: Include schedule of sealed joints, including the following:
 - 1. Joint width indicated in Contract Documents.
 - 2. Joint depth indicated in Contract Documents; to face of backing material at centerline of joint.
 - 3. Method to be used to protect adjacent surfaces from sealant droppings and smears, with acknowledgment that some surfaces cannot be cleaned to like-new condition and therefore prevention is imperative.
 - 4. Installation Log Form: Include the following data fields, with known information filled out.
 - a. Date of installation.
 - b. Name of installer.
 - c. Actual joint width; provide space to indicate maximum and minimum width.
 - d. Actual joint depth to face of backing material at centerline of joint.
 - e. Air temperature.
- F. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
 - 1. Identification of testing agency.
 - 2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
 - a. Test date.
 - b. Copy of test method documents.
 - c. Age of sealant upon date of testing.
 - d. Test results, modeled after the sample form in the test method document.
 - e. Indicate use of photographic record of test.
- G. Field Quality Control Plan:
 - 1. Visual inspection of entire length of sealant joints.
 - 2. Nondestructive field adhesion testing of sealant joints, except interior acrylic latex sealants.
 - 3. Field testing agency's qualifications.

4. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- H. Field Adhesion Test Procedures:
 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 2. Have a copy of the test method document available during tests.
 3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
 6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- I. Nondestructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
- J. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
 1. Sample: At least 18 inches (457 mm) long.
 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25.4 mm) by that percentage; if adhesion failure occurs before the 1-inch mark is that distance from the substrate, the test has failed.
 3. If either adhesive or cohesive failure occurs before minimum elongation, take necessary measures to correct conditions and retest; record each modification to products or installation procedures.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 10 manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to:
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 2. Do not seal the following types of joints:
 - a. Intentional weep holes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover, or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.

2.02 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01 6116.
- B. Colors: As selected.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect of date and time that tests will be performed, at least seven days in advance.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 4. If any sample fails, review products and installation procedures, consult manufacturer, or take other measures that are necessary to ensure adhesion; retest in a different location; if unable to obtain satisfactory adhesion, report to Architect.
 - 5. After completion of tests, remove remaining sample material and prepare joints for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in an inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- C. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet (30 linear m), notify Architect immediately.

- D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e., at low temperature in thermal cycle. Report failures immediately and repair them.

END OF SECTION

23 2115 SNOW MELT SYSTEMS

PART 1 GENERAL

1.1 SYSTEM DESIGN REQUIREMENTS

A. Quality Assurance

1. Indicate in Contract Documents that the services of a piping system manufacturer shall be retained to design the layout of the snow melt piping in concrete walkways. Require piping layout drawings and product submittals are to be submitted to the Engineer for review based on design guidelines specified and as shown on drawings. Include requirement that drawings be color copies and show each piping circuit color coded.

B. Warranty:

1. Specify that manufacturer shall warranty the tubing for twenty (20) years, and eighteen (18) months for other parts of the system from date of substantial completion or Owner acceptance. Require that defective products shall be replaced or repaired by the manufacturer as necessary to provide a complete and operational system.

PART 2 PRODUCTS

2.1 GENERAL

- A. Contract documents shall require the contractor to install a complete and operation snow melt system. Indicate the system shall include system design, manifolds, isolation valves, air vents, drain ports, manifold support, tubing, pipe tie downs, controls, etc.

2.2 TUBING

A. Tubing buried in Concrete Slab:

1. Specify cross-linked polyethylene tubing in accordance with ASTM F876 and ASTM D3350 with an integral oxygen diffusion barrier to reduce the potential for system corrosion. Tubing shall be ½" and rated for a pressure of 100 psi at 180°F. Indicate the oxygen diffusion barrier shall be capable of limiting oxygen diffusion through the tube to no greater than 0.10 g/m³/day @ 104°F water temperature. Minimum bend radius for cold bending of the tube shall not be less than six (6) times the outside diameter. Bends with a radius less than stated shall require the use of a bend support as supplied by the tubing manufacturer.
2. Acceptable Manufacturer: Wirsbo, or as approved by the University.

B. Tubing not in Concrete Slab:

1. Specify a prefabricated piping system consisting of carrier pipe, insulation, and outer jacket.
2. Carrier Piping: Cross-linked polyethylene in accordance with ASTM F876 and ASTM D3350, continuous length with no couplings or high density polyethylene piping in accordance with ASTM D3035, with heat fusion welded joints.
3. Insulation: Spray applied, two pound per cubic foot density polyurethane foam, two inch thick. Closed cell content: 90-95% in accordance with MIL-I-24172 and ASTM C-591. Indicate annular space between carrier pipe and jacketing to be completely filled.
4. Outer Jacket: Polyethylene.

C. Piping in Tunnel/Mechanical Room:

1. Pipe: ASTM B-88, Type L copper, hard drawn.
2. Fittings: ANSI B-16.22, wrought copper.

3. Joints: 3/4 inch and below, lead free 95%-5% tin-antimony solder joints; 1 inch and above brazed, brazing filler metals, AWS A5.8, Classification BCuP-5. Brazing filler alloys, ASTM B260-52T, Sil-Fos (15% silver, 80% copper), flux, silver brazing flux, non-corrosive.

2.3 MANIFOLDS

- A. Specify manifolds to be of cast brass construction, manufactured of alloy to prevent dezincification, and to have integral isolation valves at supply and return connections for each circuit. Balancing valves are to be installed at supply connections to each circuit. Include a manifold end cap with air vent. Provide flow indicator at return piping connection for each circuit.
- B. Acceptable Manufacturer: Uponor TrueFLOW, or as approved by the University,

2.4 BALL VALVES

- A. Specify brass body, chrome-plated or stainless steel ball, Teflon seals, full port, 400 psig working pressure. Screwed or solder connections to match fittings specified for associated piping. Provide stem extension to allow operation without interfering with pipe insulation.
- B. Acceptable Manufacturers: Hammond, Milwaukee, or Nibco.

2.5 FITTINGS

- A. Specify fittings to be manufactured of dezincification resistant brass, supplied by the tube manufacturer. Fitting shall consist of a barbed insert, compression ring, and a compression nut.

2.6 CIRCULATION PUMPS

A. IN-LINE BOOSTER PUMP

1. Casing: All bronze horizontal construction, rated for 125 psig working pressure with flanged connections. Construction to permit complete servicing without breaking piping or electrical connections.
2. Impeller: Bronze, enclosed type, hydraulically and dynamically balanced.
3. Seal: Mechanical, carbon seal ring, ceramic or Ni-resist seat, 225°F working temperature.
4. Shaft: Stainless steel with bronze or stainless steel sleeves through seal chamber. Integral thrust collar.
5. Bearings: Two oil lubricated bronze sleeve bearings.
6. Coupling: Flexible.
7. Acceptable Manufacturers: B & G Booster Pumps, Taco In-Line Circulators, PACO Series S, or as approved by the University.

B. IN-LINE CIRCULATOR

1. Casing: Cast-iron bronze fitted construction, rated for 175 psig working pressure, suction and discharge gauge port and flanged connections. Constructed to permit complete servicing without disconnecting piping or electrical connections.
2. Impeller: Bronze, enclosed type, keyed to shaft, hydraulically and dynamically balanced.
3. Seal: Mechanical, carbon seal ring, ceramic or Ni-resist seat, 225°F working temperature.
4. Shaft: Stainless steel with integral thrust collar.
5. Bearings: Two oil lubricated bronze sleeve bearings.
6. Coupling: Flexible.
7. Acceptable Manufacturers: B & G Series 60, Taco 1600 Series, PACO Series H, or as approved by the University.

2.7 DIAPHRAGM EXPANSION TANKS

- A. Welded steel, rated for working pressure of 100 psig (minimum), with flexible EPDM diaphragm sealed into tank. Complete with steel legs or saddles for support.
- B. Acceptable Manufacturers: Sparco, Taco, or as approved by the University.

2.8 AIR VENTS

- A. Solid brass body, stainless steel or polypropylene float, stainless steel float pin, with isolation valve. Rated for working pressure of 100 psig (minimum).
- B. Acceptable Manufacturers: Sparco, Hoffman, or as approved by the University.

2.9 AIR SEPARATORS

- A. Steel body, rated for 100 psig (minimum) operating pressure, in-line connections.
- B. Acceptable Manufacturers: Spirotherm, Taco, B & G, or as approved by the University.

2.10 STRAINERS

- A. Cast bronze body, 20 mesh or 0.045 perforated stainless steel screen, rated for working pressure of 100 psig (minimum), with 3/4" hose bib drain valve.
- B. Acceptable Manufacturers: Hoffman, Watts, or as approved by the University.

2.11 BRAZED PLATE HEAT EXCHANGER

- A. 316 stainless steel plates, copper brazed, 200 psi rated working pressure, 250°F maximum working temperatures, threaded connections, mounting attachments.
- B. Acceptable Manufacturers: Flat Plate, Inc., B & G, or as approved.

2.12 GLYCOL

- A. Propylene glycol-base industrial coolant. Multi-component corrosion inhibitor system. Glycol must be thoroughly mixed in 35% glycol/65% water solution before the solution is entered into the system.
- B. Acceptable Manufacturers: Dow, Union Carbide, or as approved by the University.

2.13 CONTROLS

- A. System is to include a manual override feature in the event of snow detection sensor malfunction or failure. Override shall include an On/Off/Auto switch with a one-day timed off function.
- B. Install snow detection sensor to allow access for repair or replacement. Refer to detail included herein.
- C. Snow melt controls sequence to include heating water supply temperature reset via the sensor, in 1°F increments, programmed as follows:
 - 1. 100°F supply water temperature at 32°F outside air temperature.
 - 2. 130°F supply water temperature at 2°F outside air temperature
- D. Snow melt system control is to be performed by the Building Automation System DDC controls. Refer to Section 23 0900.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Contract documents shall indicate that the site has been verified to be ready to receive tubing, equipment, wiring, and controls.

3.2 INSTALLATION

- A. Specify that all snow melt system components (equipment, manifolds, tubing, etc.) are to be installed in strict accordance with manufacturer's printed instructions and details shown on the contract drawings.
- B. Tubing shall be attached by tying to concrete wire reinforcing mesh in accordance with manufacturer's instructions. Tubing shall be installed in a counter-flow spiral layout pattern.
- C. No piping or tubing is to be installed in exterior walls where it would be subject to freezing. On sidewalks and walkways keep snow melt tubing 6" away from outside edge.
- D. Fittings shall be accessible for maintenance. Tubing loops shall be installed without splices, as a minimum, from the point at which the tubing enters the panel to the point at which it exits the panel.
- E. Installation shall follow the shop drawings for tubing layout, tube spacing, manifold configuration, manifold location, and controls. All notes on the drawing shall be applied.
- F. The tubing system shall be pressurized, with water or air, in accordance with applicable codes, or to a pressure of 60 psig 24 hours prior to encasement in the radiant panel. The tubing system shall remain at this pressure during the panel installation, and for a minimum of 24 hours thereafter to ensure system integrity. The contractor shall provide the water or air for the pressurization of the tubing system. The contractor is to assume all liabilities for suitable safety precautions and testing, including the use of compressed air when applicable. Use pressurized water for applications below asphalt paved surfaces. Circulate water when paving is being performed.
- G. Prior to start-up or onset of freezing weather the contractor shall procure and install glycol to a percentage as prescribed by the designer to prevent any possibility of freezing the tubing system.
- H. At start-up time, the contractor shall follow the manufacturer's recommendations for system water and temperature balancing. Balance settings shall be recorded at each manifold location. Provide to the Owner a complete record of these settings for inclusion in the operation and maintenance manuals.

3.3 START-UP SERVICE

- A. A manufacturer's representative shall inspect the tubing installation and observe the testing of the tubing prior to installation of the concrete slab.
- B. The manufacturer shall provide start-up service in the form of a factory trained service technician at the completion of the installation after the concrete has cured.

SECTION 31 1000 SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and protection of vegetation.
- B. Removal of existing debris.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.
- D. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- E. Section 31 2200 - Grading: Topsoil removal.
- F. Section 31 2323 - Fill: Filling holes, pits, and excavations generated as a result of removal operations.

1.03 SUBMITTALS

- A. Site Plan: Showing:
 - 1. Vegetation removal limits.
 - 2. Areas for temporary construction and field offices.

1.04 QUALITY ASSURANCE

- A. Clearing Firm: Company specializing in the type of work required.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SITE CLEARING

- A. Comply with other requirements specified in Section 01 7000.
- B. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 VEGETATION

- A. Do not remove or damage vegetation beyond the limits indicated on drawings.
- B. Install substantial, highly visible fences at least 3 feet high (at least 1 m high) to prevent inadvertent damage to vegetation to remain:
 - 1. At vegetation removal limits.
- C. In areas where vegetation must be removed but no construction will occur other than previous paving, remove vegetation with minimum disturbance of the subsoil.
- D. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
 - 1. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; preference should be given to on-site uses.
 - 2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed; remove stumps and roots to depth of 18 inches (450 mm).
 - 3. Sod: Re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.
- E. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.03 DEBRIS

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

END OF SECTION

31 2000 EARTH MOVING

PART 1 GENERAL

1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.
- B. Geotechnical Report – “Report of Geotechnical Engineering Services” for Eastern Oregon University Grand Staircase and Inlow Hall, by NV5, Inc. (dated August 17, 2021).

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, grasses and exterior plants.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for slabs-on-grade.
 - 4. Base course for concrete walks and pavements.
 - 5. Base course for asphalt paving.
 - 6. Excavating and backfilling for utility trenches.
 - 7. Backfill at retaining structures.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structural Fill: Fill material used beneath foundations, slabs, pavements, and other areas intended to support structures, or within the influence zones of structures.

- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

1.4 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
 - 2. Controlled low-strength material, including design mixture.
 - 3. Detectable warning tapes.
- B. Remaining paragraphs are defined in Division 01 Section "Submittal Procedures" as "Informational Submittals."
- C. Coordinate first paragraph below with qualification requirements in Division 01 Section "Quality Requirements" and as supplemented in "Quality Assurance" Article.
- D. Qualification Data: For qualified testing agency.
- E. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 1557.

PART 2 PRODUCTS

2.0 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Pavement Base Course: Base rock for pavements shall consist of $\frac{3}{4}$ - or 1 $\frac{1}{2}$ -inch-minus material meeting the requirements of ODOT SS 00641, with the exception that the aggregate shall have less than 5 percent by weight passing the U.S. Standard No. 200 Sieve, and have at least two mechanically fractured faces.

- E. Structural Fill: All material used as structural fill shall be free from organic matter or other unsuitable materials. All structural fill shall have a maximum particle size of 3-inches and contain no frozen, organic or other deleterious material. More specific subclassifications follow:
1. Native Soil: The native silts and silty soils are suitable for use as structural fill, provided they can be properly moisture conditioned. Particles larger than 3-inches should not be placed within 12-inches of a concrete or structural element.
 2. Imported Granular Material: Imported granular material used for structural fill shall be pit or quarry run rock, crushed rock, or crushed gravel and sand that is fairly well graded between coarse and fine, has less than 5 percent by dry weight passing the U.S. Standard No. 200 sieve, and has a maximum particle size of 3-inches. The percentage of fines can be increased to 12 percent if the fill is placed during dry weather and provided the fill material is moisture conditioned, as necessary, for proper compaction. The material should be placed in lifts with a maximum uncompacted thickness of 12 inches.
- F. Pipe Bedding and Pipe Zone Courses: Crushed, well-graded, granular material with a maximum particle size of $\frac{3}{4}$ -inch and less than 5 percent by weight passing the U.S. Standard No. 200 Sieve and shall meet ODOT SS 00405.14. The material shall be free from roots, organic matter, and other unsuitable material.
- G. Pipe Trench Backfill: Material within building, pavement, and other structural areas shall consist of Pipe Bedding and Pipe Zone Course. Other areas, trench backfill may consist of properly moisture conditioned Native Soil or other Satisfactory Soils.
- H. Drainage Course: Shall consist of angular, granular material with a maximum particle size of 2-inches and shall meet ODOT SS 00430.11. The material shall be free of roots, organic matter, and other unsuitable materials. The material shall have less than 2 percent by weight passing the U.S. Standard No. 200 Sieve (washed analysis) and have at least two mechanically fractured faces.
- I. Stabilization Material: Shall consist of pit or quarry run rock, crushed rock, or crushed gravel and sand and shall meet the requirements of ODOT SS 00330.14 and 00330.15. Material size shall consist of 4- to 6-inch minus material, and have less than 5 percent passing the U.S. Standard No. 4 sieve. The material shall be free of organic matter and other deleterious material.
- J. Floor Slab Base Rock: Imported granular material placed beneath building floor slabs consisting of clean, crushed rock or crushed gravel and sand that is fairly well graded between coarse and fine. Material shall have maximum particle size of 1 $\frac{1}{2}$ -inches and less than 5 percent by weight passing the U.S. Standard No. 200 Sieve with at least two mechanically fractured faces. Material shall meet ODOT SS 00641.
- K. Recycled On-Site Material: On-site asphalt pavement, conventional concrete, and oversized rock may be used as fill if they are processed to meet the requirements for their intended use.

2.1 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility.

PART 3 EXECUTION

3.0 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.

3.1 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

- 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.2 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

- 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.3 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.4 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

- 1. Clearance: 12 inches each side of pipe or conduit.

- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

- 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

3.5 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with fully loaded dump truck or similar heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.6 AUTHORIZED OVER-EXCAVATION

- A. Authorized over-excavation will be only be per Geotechnical or Owner field direction, and includes excavation of soft, unsuitable subgrade material, and backfill of excavation with compacted imported granular material. Depth and area of over-excavation shall be determined in field by Geotechnical engineer or Owner.

1. Fill unauthorized excavations as directed by Geotechnical Engineer, at Contractor's cost.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.

- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."

- D. Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

- E. Place and compact initial backfill of base coarse material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than:
 - 1. On-site backfill or fill soil material: 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
 - 2. Pavement Base Course: 12 inches in loose depth.
 - 3. Imported Granular Material: 12 inches in loose depth.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of:
 - a. On-site backfill or fill soil material at 95 percent.
 - b. Imported Granular material: at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches:
 - a. Under building, pavement, and other structural areas, backfill shall be compacted to 92 percent at depths greater than 2 feet below the finished grade, and 95 percent within 2 feet of finished grade.
 - b. Other areas, backfill shall be compacted to 92 percent.
 - 5. Stabilization material: Compact to firm condition.
 - 6. Floor slab base rock: Compact in one lift to 95 percent.
- D. Backfill at retaining structures: Fill located within 3 horizontal feet from the retaining wall shall be compacted to 90 percent of ASTM D 1557. Compact in 6-inch thick loose lifts with hand-operated tamping equipment (such as jumping jack or vibratory plate compactor). If flat work (slabs, sidewalk, or pavement) is located adjacent to the wall, compact the upper 2 feet of fill to 95 percent of ASTM D 1557.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.13 BASE COURSES

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Shape base course to required crown elevations and cross-slope grades.
 - 2. Place in 12 inch maximum uncompacted thicknesses.
 - 3. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.14 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.

- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.