



Facilities & Planning Department

REQUEST FOR
PROPOSAL FP-2021-02A

**EASTERN OREGON UNIVERSITY ACKERMAN
ANTHROPOLOGY ABATEMENT & DEMOLITION**

CONTRACT ADMINISTRATOR:

Eastern Oregon University
Capital Projects Manager
David Moore
Facilities & Planning Department
Phone: (541) 962-3181
Email: dnmoore@eou.edu

RFP ISSUE DATE: April 30, 2021

PRE-BID CONFERENCE: May 6, 2021

RFP CLOSING DATE: May 18, 2021

NO LATE RESPONSES WILL BE ACCEPTED

SUBMITTAL LOCATION

Eastern Oregon University
Facilities & Planning
One University Blvd.
La Grande, OR 97850

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SECTION 1 – BID AND CONTRACT FORMS

BID FORMS

INVITATION TO BID

Owner: Eastern Oregon University, Facilities Office, One University Blvd., La Grande, OR, 97850

Project: Eastern Oregon University Ackerman Anthropology Abatement & Demolition

Sealed bids for the **Eastern Oregon University Campus Electrical Distribution System Upgrades** will be received by **Eastern Oregon University** at the following email address: Ivanleuven@eou.edu until **2:00 p.m., May 18, 2021** at which time bids will be publicly read aloud via Zoom meeting. The zoom meeting can be accessed at <https://eou.zoom.us/j/9366343571> . Within 2 working hours after the date and time designated for bid opening, the bidders shall submit to **EOU** the First Tier Subcontractors Disclosure form. If a First Tier Subcontractor Disclosure form is not received by **4:00 p.m.** the bid will be considered Non-Responsive. Proposals shall be clearly marked "**Eastern Oregon University Ackerman Anthropology Abatement & Demolition**" showing the date and time of the bid opening, and shall be delivered to the Eastern Oregon University, on or before the above bid time. Bidders are encouraged to call and ensure their proposal was received before the 2:00 deadline.

A **voluntary** Pre-Bid job walk will be convened **May 6, 2021 2:00 p.m.** Bidders will meet at the Facilities and Planning Office Located off of I Ave. in La Grande Oregon. Statements made by the Contracting Agency's representatives at the Pre-Bid Conference are not binding upon the Contracting Agency unless confirmed by written addendum. Bidders are encouraged to send all questions in an email to dnmmoore@eou.edu .

Work will include all labor, material, permits and supervision for the abatement and demolition of the Ackerman Anthropology Space. The current office space is approximately 1,700 square feet. Demolition includes removal of interior partition walls, carpet, VCT mechanical and electrical systems.

Contractor shall provide a schedule with the proposal in Gantt chart format listing the project duration, key activities and milestones, substantial completion and final completion dates.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, especially regarding employment of Oregon residents and minimum wage rates to be paid under the contract.

The project is funded through EOU Capital Renewal & Replacement bond funds and as such Oregon Bureau of Labor and Industries (BOLI) Wage Rates must be paid on this project.

Each proposal must be submitted on the prescribed form.

The successful Bidder will be required to furnish separate Performance and Payment Bonds of one hundred percent (100%) 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 have an attorney-in-fact or a principal doing business in the State of Oregon. This information must be included on the bond statement.

Eastern Oregon University reserves the right to reject any or all proposals not in compliance with all prescribed Public Contracting procures and requirements. Eastern Oregon University may also reject any or all proposals 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 proposal which is to the best interests of Eastern Oregon University.

Dated this **30th** day of **April, 2021**

Eastern Oregon University

David Moore, Capital Projects Manager

INFORMATION FOR BIDDERS

1. PROJECT DATA AND REQUIREMENTS

- a. Project Name: EOU Ackerman Anthropology Abatement & Demolition
- b. Project Location: La Grande, OR
- c. Project Owner: Eastern Oregon University
- d. Project Financing: EOU Capital Renewal & Replacement bond funds
- e. Project Starting and Completion Times:

Work is to commence within 14 calendar days of the date of Notice to proceed and shall be complete by not later than **June 30, 2021**.

- f. Schedule of Values:

The Contractor shall submit a schedule of values for the contracted work. This schedule shall provide a breakdown of the 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. This schedule shall be used as the basis for reviewing contractor's applications for payment, per EOU General Conditions Section 3, E.1.

- g. Owner's Architect:

Design West Architects: Matt Whitish, AIA

- h. 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. Retainage must be in accordance with ORS 279C.550 to 279C.570.

- i. Prevailing Wages:

The Contractor must pay and comply with all requirements of the Oregon Bureau of Labor and Industries (BOLI) Wage Rates.

- j. Funding-Based Contract Requirements:

This project is funded through EOU Capital Renewal & Replacement bond funds.

- k. 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 price proposal. The surety issuing such bonds shall be licensed to issue bonds in the State of Oregon. The Eastern Oregon University Start and the City of La Grande shall be named as an additional insured.

l. Certificate of Insurance:

Prior to executing the Contract, the Bidder shall furnish a Certificate of Insurance identifying coverage as required by the Contract Documents. Eastern Oregon University shall be named as additionally insured.

m. Contractor's Relations with Subcontractors:

Contractor's relations with subcontractor's shall be in accordance with ORS 279C.580.

n. Prompt Payment:

Payments shall be made promptly in accordance with ORS 279C.50 and 279C.580

Partial Payments will not be made if there are any outstanding Certified Payrolls or No Work Performed Notices.

o. Permits:

All necessary permits for construction shall be obtained by the Contractor. The Owner will not obtain any permits.

p. Stormwater Management:

The Contractor shall be responsible for stormwater, site disturbance, erosion and sediment control, and dewater discharge management. On-site construction practices shall conform to the Oregon State mandated requirement.

BIDDER'S 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.

- ☐ **PROPOSAL** signed and completely filled out.
- ☐ **CONSTRUCTION SCHEDULE** completed in Gantt chart format
- ☐ **SCHEDULE OF VALUES** filled out showing bid amounts and properly signed
- ☐ **PROPOSAL GUARANTY** completed, signed, and dated.
- ☐ **BIDDER'S WARRANTY.**
- ☐ **CONTRACTOR'S REGISTRATION.**

Above forms MUST BE inserted included with proposal and submitted electronically to EOU.

- ☐ **Complete and submit the FIRST-TIER SUBCONTRACTORS DISCLOSURE form. This form shall be submitted no later than two work hours after the time that bids are due (bid closing).**

***(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.)***

PROPOSAL

Eastern Oregon University Ackerman Anthropology Abatement & Demolition

TO: Eastern Oregon University Ackerman Anthropology Abatement & Demolition
Eastern Oregon University
One University Blvd
La Grande, OR 97850

Bidder's Declaration and Understanding

The undersigned Bidder declares that: (a) the Construction Drawings, Standard Specifications, Invitation to Bid, Information to Bidders, Proposal and all other Bidding Requirements, 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 work to be done, the location and condition of the existing streets and roadways giving access to the site of the work (c) and that the Bidder's proposal is made according to the provisions and under the terms therein, which documents are hereby made a part of this proposal.

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

The Bidder further declares by the signing of this proposal 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 a 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). The Contracting Agency will not receive or consider an offer for a Public Improvement Contract from an unregistered bidder.
- b) Bidder agrees to be bound by and will comply with the provisions of the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870, ORS 279C.830 and OAR 839-25). In addition, the Bidder will comply with ORS 279C.520, 279C.540, and 279C.545 in the hours of employment and the payment of overtime.
- 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 must provide prompt payment to all persons supplying labor or material, contributions to Industrial Accident Fund; liens and withholding taxes per ORS 279C.505(1).
- h) Bidder has an employee drug testing program that meets State and Federal standards per ORS 279C.505(2).
- i) Bidder must salvage or recycle construction and demolition debris and must compost or mulch yard waste material at an approved site, if feasible and cost-effective, per ORS 279C.510.
- j) Bidder must acknowledge conditions concerning notice and payment of claims per ORS 279C.515 and ORS 279C.605 as defined below:
 - a. If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the public agency may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due to the contractor by reason of the contract.
 - b. 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 improvement contract within 30 days after receiving payment from the contracting agency 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 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. If the CONTRACTOR or SUBCONTRACTOR fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contract Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- k) All employers, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its sub-Contractors comply with these requirements. CONTRACTOR must comply with payment for medical care and attention to employees as defined in ORS 279C.530.
- l) Bidder must comply with the Contractor's certification of compliance with Oregon tax laws in accordance with ORS 305.385.

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 Architect, Owner, and other sources in arriving at these conclusions have been utilized.

Contract Execution and Bonds

The Bidder agrees that if this proposal is accepted, a Contract with the Owner, will be executed, within ten (10) work 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 proposal, 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.

Construction Scheduled and Contract Completion Date

Work is to commence within 14 calendar days of the date of Notice to proceed and shall reach substantial completion without penalty by **June 30, 2021**. Proposal must include a construction schedule in Gannt chart format listing the project duration, key activities and milestones, substantial completion and final completion dates.

Surety

If the Bidder is awarded a construction Contract on this proposal, 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 Schedule of Values. 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.

Addendum

The bidder hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to these contract documents.

Assignment or Transfer Restricted

Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

Bidder

The name of the Bidder submitting this proposal is: _____ doing business at _____ which is the address to which all communications concerned with this proposal and with the Contract shall be sent.

In accordance with ORS 279.029, Bidder hereby declares that it is / is not a resident Bidder. (Required - Circle appropriate option).

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, and to postpone award for a reasonable time.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

If Sole Proprietor or Partnership: IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2021.

Signature of Bidder

Title

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2021.

(SEAL)

Name of Corporation _____

By _____


Attest _____

Title _____

Telephone No. _____

Fax No. _____

SCHEDULE OF VALUES

Eastern Oregon Univeristy					
Ackerman Anthropology Demolition & Abatement				EASTERN OREGON UNIVERSITY	
Schedule of Values				Facilities & Planning Department	
Description	Unit	Quantity	Unit Price	Total	
Division 00- Procurment & Contractor Requirements	L.S.	1			
Division 01- General Requirements	L.S.	1			
Division 02- Existing Condtns					
02 05 00 Common Work Results for Existing Conditions	L.S.	1			
02 30 00 Subsurface Investigations	L.S.	1			
02 41 00 Demolition	L.S.	1			
02 41 13 Selective Site Demoliton	L.S.	1			
02 80 00 Facility Remediation (Lead & Asbestos)	L.S.	1			
Division 22- Plumbing					
22 05 00 Common Work Results for Plumbing	L.S.	1			
Division 23- HVAC					
23 05 00 Common Work Results for HVAC	L.S.	1			
Division 26- Electrical					
26 05 00 Common Work Results for Electrical	L.S.	1			
TOTAL					

Base Bid Total: \$_____

Total Bid in Words: _____

PROPOSAL GUARANTY - BID BOND

BOND NO _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ hereinafter called the PRINCIPAL, and
(Name of Contractor)

_____ a corporation duly organized under the laws of the State of _____,
(Name of Surety)

hereinafter called the Surety, having its principal place of business at _____, in

the State of _____, and authorized to do business in the State of Oregon, as SURETY, are held firmly bound

unto Eastern Oregon University, hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors,

administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Eastern Oregon University Head Start – Modular Building, said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Agreement for Construction and shall furnish such Performance and Payment Bonds as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20_____.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

BIDDER'S WARRANTY

By the act of submitting a bid for the proposed Contract, the Bidder warrants that:

1. The Bidder and all subcontractors he/she intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Bid Documents have found them complete and free from ambiguities and sufficient for the purpose intended; further that,
2. The Bidder and all workmen, employees and subcontractors he/she intends to use are skilled and experienced in the type of construction represented by the Documents bid upon; further that,
3. Neither the Bidder nor any of his/her employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his/her employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,
4. The bid figure is based solely upon the Bid Documents and properly issued written Addenda and not upon any other written representation.

Dated _____, day of _____, 2021

Name of Bidder: _____

By: _____

Title: _____

CONTRACTOR'S REGISTRATION

NAME OF FIRM: _____

ADDRESS: _____

Oregon State Department of Labor and Industries Contractor Registration Number:

SIGNATURE: _____

By: _____ Date: _____

Title: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

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). Submit to the following email: ivanleuven@eou.edu

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:

1. 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).
2. 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.

PUBLIC IMPROVEMENT CONTRACT FORMS

EASTERN OREGON UNIVERSITY

PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract for the _____ (the "Contract"), made by and between EOU, hereinafter called OWNER, and _____ hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on _____, or the date this Contract has been signed by all the Parties and all required EOU Administrative approvals have been obtained, whichever is later.

WITNESSETH:

Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the "not-to-exceed" sum of _____ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Contract Documents (as defined in the Eastern Oregon University General Conditions For Public Improvement Contracts, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount indicated in the attached Scope of Work, dated _____.

Scope of Work: All labor, material and supervision for the construction of (1) 500 KVA transformer with vault, 4-way sectionalizing gear, associated feeders, conduits, connections and testing; Connection to the existing campus feeder in the EOU utility tunnel, One (1) electrical panel for future site lighting, Two (2) vault covers for the existing campus feeder, pad for sectionalizing gear and bollards, landscape and turf repair and replacement.

Representatives.

CONTRACTOR has named _____ its' Authorized Representative to act on its behalf.

Unless otherwise specified in the Contract Documents, the OWNER designates _____ 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.

Key Persons.

CONTRACTOR's personnel identified above shall be considered Key Persons and shall not be replaced during the project without the written permission of the Owner, which shall not be unreasonably withheld. If the CONTRACTOR intends to substitute personnel, a

request must be given to the Owner at least 30 days prior to the intended time of substitution.

Contract Dates.

Upon Signatures from all Parties.

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.

Insurance Provisions

During the term of this Contract, CONTRACTOR shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities with an A.M. best rating of A- or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon:

- A. **Workers' Compensation** – All employers, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- B. **Commercial General Liability** – CONTRACTOR shall secure Commercial General Liability insurance with a combined single limit of not less than \$1,000,000.00 each occurrence/\$2,000,000.00 annual aggregate for bodily injury and property damage. It shall include personal injury coverage and contractual liability coverage for the indemnity provided under this contract.
- C. **Automobile Liability** – CONTRACTOR shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability insurance.

- D. Certificate of Insurance** – Prior to signature by the Owner to this Contract, CONTRACTOR shall furnish Certificates of Insurance as evidence of the insurance coverages required under this Contract. The certificate(s) shall provide that the insurance policies have been endorsed/amended so that the insurance company or companies shall give a 30 calendar day notice (without reservation) to the Owner's representative, if the applicable policy is canceled or materially changed, or if the aggregate limits have been reduced. The certificate(s) should state specifically that the insurance is provided for this Contract. Insuring companies are subject to acceptance by owner.
- E. Additional Insured's** – The Certificates of Insurance, except for Workers' Compensation, shall provide that the policies have been endorsed/amended so that, the Owner, and its institutions, officers, and employees are Additional Insured's with respect to the CONTRACTOR'S services to be provided under this Contract.

Indemnity

- A. Claims for Other Than Professional Liability.** CONTRACTOR shall indemnify, hold harmless and defend the Owner and its colleges and universities and any public agencies for which Services are performed under this Agreement as supplemented or amended, and their officers, agents, employees and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the CONTRACTOR or the CONTRACTOR'S, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.
- B. Claims for Professional Liability.** CONTRACTOR shall save, defend, indemnify and hold harmless the Owner and its colleges and universities and any public agencies for which Services are to be performed under this Contract as supplemented or amended, and their officers, agents, employees and members from and against all claims, suits or actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of or relating to the professional negligent acts, errors or omissions of the CONTRACTOR or its partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Contract or any supplement or amendment hereto.
- C. Owner Defense Requirements.** Notwithstanding the foregoing defense obligations of the CONTRACTOR, neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend any claim in the name of the Owner, or any of its agencies, without the prior written consent of the Owner. The Owner may, at any-time at its election assume its own defense and settlement in the event that it determines that the CONTRACTOR is prohibited

from defending the Owner, that CONTRACTOR is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the CONTRACTOR if the Owner elects to assume its own defense.

D. Owner's Actions. Sub-sections A. and B. above do not include indemnification by the CONTRACTOR of the Owner for the Owner's activities, whether related to this Agreement or otherwise.

Integration

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

In witness whereof, 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 NAME: _____
CONTRACTOR FEDERAL TAX ID # _____
CONTRACTOR CCB # _____ Expiration Date: _____

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

CONTRACTOR SIGNATURE

By _____
Signature Date

Print Name Title

Budgeting Index _____ Initials _____

By _____
John Garlitz, Director Date
Facilities & Planning

By _____
Lara Moore, Vice President Date
Finance & Administration

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 "Eastern Oregon University- Ackerman Anthropology Abatement & Demolition" Project
for which Contract Documents consist of:

"Invitation to Bid"
"Instructions to Bidders"
"Bid Proposal"
"Bid Bond Proposal Guarantee"
"Bidder's Warranty"
"Contract Forms"
"Public Improvements Contract"
"Performance and Payment Bond"
"Wage Requirements"
"Specifications"
"Construction Drawings"
"Addenda"

as hereunto attached and made a part hereof, whereby said PRINCIPAL undertakes to furnish all labor and
equipment, and materials in accordance with all the terms and conditions set forth in said contract
documents; to promptly make payment for all labor, services, material, and sums due the Workmen's
Compensation Board or equivalent. The Collector of Internal Revenue, and the Treasurer of the State of
Oregon; to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising
by reason of said work, as set out more fully in said contract documents; to do and perform all things in
said contractor documents required, in the time and manner under the terms and conditions therein set
forth; and in conformity with all laws, state and national, applicable thereto.

Now, therefore, if said PRINCIPAL herein; shall promptly pay all persons furnishing labor, services and
material, and Workmen's Compensation Insurance or equivalent, and Social Security and unemployment
compensation, to him/her and to his/her subcontractors, or to their assigns, on or about said work; shall,

commencing with the date hereof and continuing for one (1) year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; shall, in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said contract undertaken, and as by law state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

Provided, however, that this bond is subject to the following further conditions:

- (a) All material, men, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on the bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceedings instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgement rendered thereon.
- (b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.
- (c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
- (d) The principal herein shall faithfully and truly observe and comply with the terms of the contract, and shall well and truly perform all matters and things by him/her undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any Lien or claim to be filed or material furnished, and shall promptly pay all contributions or amount due the Workmen's Compensation Board or equivalent and all contributions or amounts due the State Employment compensation Trust Fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to State Tax Commission pursuant to ORS 316.711 and shall promptly as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention incidental to sickness or injury to the employees for such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL, by the laws of this state.

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

In witness whereof, the parties hereto have caused this bond to be executed in _____ this ____
_____ day of _____, 2021.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

WITNESSES:

_____(SEAL)

_____(SEAL)

_____(SEAL)

Surety

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "General Conditions", with all corrections, interlineations, signatures, etc., completely reproduced therein.

GENERAL CONDITIONS PUBLIC IMPROVEMENT CONTRACT

EASTERN OREGON UNIVERSITY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

May 5, 2015

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

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EASTERN OREGON UNIVERSITY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

SECTION A GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

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

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

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

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

CLAIM, means a demand by Contract 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 EOU General Conditions.

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

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

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders, Supplemental Instructions to Bidders, the EOU Public Improvement Contract, EOU 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.

CONTRACT PRICE, means the total price reflected in the Contract.

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 8.67% 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 Oregon Tech EOU 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, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

MWESB REPORT, means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (MWESB) enterprises, as those terms are defined in ORS 200.005, or as self-reporting as otherwise meeting the same requirements of ORS 200.005, receiving contracts throughout the course of the Work. An initial MWESB report is required (see section E.2.9) and MWESB Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1) shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to MWESB enterprises, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts including all 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 the 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", "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, until June 30, 2015, the State of Oregon acting by and through the Oregon State Board of Higher Education, in its own right or on behalf of Eastern Oregon University. On July 1, 2015, OWNER shall mean

Eastern Oregon 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.

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

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

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

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, Construction Change Directives, MWESB Reports, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these ~~OUS Public Improvement~~ EOU General Conditions, recording all Services performed.

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

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

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

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property constituting the Work or any designed portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.43.2.

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 furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2. SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

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

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.
- 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 the Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

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

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

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

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.3.3 Work done and materials furnished 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 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 at 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 ORS 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987".

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

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

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

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

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

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

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

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

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

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be 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, 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 examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these OUS Public Improvement 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 (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor shall coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract shall fully cooperate

with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

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

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.15.

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

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

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.

- b) Product Data are illustrations, standard schedules, performance charges, 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 the requirement in all subcontracts. If the Work is

subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection with 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor

will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the public contracting agency under this contract.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and half pay:

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

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

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

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

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

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

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

Deductive changes are those that reduce the scope of 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 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:

On Labor.....15%
On Equipment.....10%
On Materials.....10%

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

- D.1.5 If any adjustment to Work under Section D.1.32 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under this Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who

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

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

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

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly related to the number of changes. Each change will be evaluated FOR EXTENSION OF Contract Time and increase or decrease in compensation based on its own merit.

D.2. DELAYS

- D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

- D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract time.
- Do not impact activities on the accepted critical path schedule.
- Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract time.

- D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- a) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- b) To the extent caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner 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) To the extent caused by Force Majeure acts, events or occurrences, that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
 - i. Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%).
 - 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 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 EOU General Conditions. Within thirty (30) days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these 3 time requirements, it shall be waived by Contractor.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

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

D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) days of the

date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

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

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

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

SECTION 3 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 forty five (45) days from the latest of:

- a) The date of the receipt of the accurate invoice;
- b) The date Owner receives the correct application for payment if no invoice is received;
- c) The date all goods and services have been received; or
- d) The date a Claim is made certain by agreement of the parties or by operation of law.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

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

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

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

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

Signed: _____
Dated: _____ "

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

- a) The request for stored material shall be submitted at least thirty (30) days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
 - b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
 - c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract period.
 - d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
 - e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
 - f) Within sixty (60) days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
 - g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under this Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:
- a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
 - b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
 - c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
 - d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - e) Damage to the Work, Owner or another contractor;
 - f) Reasonable evidence that the Work will not be completed within the Contract time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - g) Failure to carry out the Work in accordance with the Contract Documents; or
 - h) Assessment of liquidated damages, when withholding is made for offset purposes.

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

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

suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;

- c) Subtract the aggregate of previous payments made by the Owner; and
- d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

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

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

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.2.9 Contractor shall submit its initial MWESB Report within ten (10) days of Contractor's execution of the Contract, or if there will be a Guaranteed Maximum Price (GMP) Amendment, then within ten (10) days of Contractor's execution of the GMP Amendment. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) first executed by Contractor within ninety (90) days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner 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 EOU 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 Contractor may request in writing:

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

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

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty five (45) days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within 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 forty five (45) days after the end of the 15 day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and

the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

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

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by the 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 Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of this Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- a) Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Laws;
- b) Be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- c) Promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-1420050, 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 substances(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of Contractor's or any Subcontractor's work force, property or the environment.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invites and agents.
- G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1., (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the

Contractor, Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and € any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

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

G.3 INSURANCE

- G.c.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 Builder's Risk Insurance:
- G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal and architect's fees ("soft costs") associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor is negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

- G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.
- G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.
- G.3.4 General Liability Insurance:
- G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language.
- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability Insurance while on site.
- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella Liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement
- G.3.4.7 Pollution Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Pollution Liability Insurance in minimum amounts of \$3,000,000, naming Owner as "additional insured," as noted in the "additional insured section below.
- G.3.5 Additional Insured: The general liability insurance coverage, liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under this Contract. The additional insured endorsement for CGL insurance must be written on IS Form CG 20 10 (10 01) and CG 20 37 (10 01) , or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94).
- If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.
- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to this Contract, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees
- Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.
- G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the contract. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H

SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by 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 the 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 am and 5:00 pm 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 OCCUPANCE OR USE

- H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I

CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) days after Substantial Completion for completion of defective (Punch list) work. At the end of the thirty day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent re-inspections 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 obligation.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall

reimburse Owner all costs of the same within ten (10) days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1 ½) 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 negate guarantees or warranties for periods longer than one year including, without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to 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 the 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 Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of Owner or the public.
- J.5.2 The Owner shall provide the Contractor with seven (7) days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- 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 MWESB Reports.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact

information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver 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 operations, 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 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

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

WAGE REQUIREMENTS

OREGON BUREAU OF LABOR AND INDUSTRIES (BOLI) NOTICE OF PUBLIC WORKS CONTRACT

The BOLI Notice of Award of Public Works Contract shall be completed by the Owner after the Contract Agreements has been executed by the Owner

Incorporated Reference:
<http://oregon.gov/boli/pages/index.aspx>

SECTION 2 - SPECIFICATIONS

SPECIFICATIONS

Standard Specifications and Special Provisions in decreasing order of precedence shall consist of the following:

1. Project Specifications

Contract Addenda and Change orders shall take precedence over these items.

PROJECT MANUAL

FOR

**Ackerman Anthropology TI
Phase 1 – Demolition**

Eastern Oregon University
8th Street, Ackerman Hall
La Grande, OR 97850

DIVISION 01 – DIVISION 02



April 29, 2021

Design West Architects
830 N Columbia Center Blvd.
Kennewick, WA 99336
509-783-2244

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SECTION 01 10 00 – SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Products ordered in advance for assignment.
 - 6. Owner-furnished products.
 - 7. Use of premises.
 - 8. Owner's occupancy requirements.
 - 9. Work restrictions.
 - 10. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Ackerman Anthropology TI, Phase 1 - Demolition
 - 1. Project Location: La Grande, Oregon
- B. Owner: Eastern Oregon University
 - 1. Owner's Representative: David Moore
- C. Architect: Design West Architects
- D. Owner's Construction Manager: David Moore
- E. The Work consists of the following:
 - 1. The Work includes all labor and material to complete the work included in the Contract Documents for the project.

1.3 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.4 WORK PHASES

- A. The Work shall be conducted in phases as defined in the Contractual Performance Schedule in section 1.11 below.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

1.5 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated in the documents. The Work includes providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections as might be required for specific Owner furnished products.
 - 1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
 - 2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.

3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
5. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
6. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
7. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Architect noting discrepancies or anticipated problems in use of product.
8. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
9. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
10. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
11. Contractor shall install and otherwise incorporate Owner-furnished items into the Work.

1.7 USE OF PREMISES

- A. General: Contractor shall have use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited by:
 1. Owner's right to perform work or to retain other contractors on portions of Project.
 2. Other limitations contained in articles below
 3. Contractual schedule restrictions for completion of portions of the work to allow Owner occupancy of portions of the project during the School Year.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine constructions operations to comply with the requirements of the Contractual Schedule defined in the article(s) below.
 2. Owner Occupancy: Allow for Owner occupancy of Project site as defined below.
 3. Driveways and Entrances: Promptly repair any damage. Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Schedule deliveries to minimize disruption to the Owner's operation of the surrounding High School campus

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Contractor shall obtain a Certificates of Occupancy as required from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.
 - 1. Early Morning and Late Evening Hours: restrictions in accordance with regulations by authorities having jurisdiction for restrictions on noisy work. Request permission from Owner and Authorities having Jurisdiction to work outside normal work hours
 - 2. Hours for Utility Shutdowns: Provide two weeks advance request and notice of intended utility shut downs during the time that the Owner is occupying the adjacent facilities. Minimize the duration of any utility outage that affects the Owner's facilities.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than two weeks in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Smoking is not permitted on property at any time or place.
- D. Amplified music, such as radios, tape and CD players, is not permitted on the project site at any time.
- E. Any and all pets and animals are not permitted on the project site at any time.
- F. Drugs, alcohol, weapons are not permitted on property at any time or place.
- G. Contractor is responsible for hot work permits, inspections and notifications with their safety department. Contractor shall provide EOU a copy of their hot work permit and notify the EOU owner's representative of when hot work is scheduled to occur prior to start of work.
- H. Contractor shall protect smoke alarms whenever construction activities could produce smoke, dust or other particulates that may set the alarm off. Smoke alarms should be uncovered otherwise or as a safety plan may dictate.

1.10 DOCUMENTS AND SPECIFICATION FORMATS AND CONVENTIONS

- A. The Contract Documents, including the Drawings and Specifications, are complementary and what is required by one shall be binding as if required by all. Work shown or required by any portion of the contract documents shall be provided by the contractor.
- B. Organization of the Specifications and Drawing keynotes into divisions, sections and articles, and the arrangement and numbering of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by a trade. The General Contractor is solely responsible for assigning work among various subcontractors and trades; the General Contractor is ultimately responsible for all work under the contract.
- C. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- D. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor.

Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Refer to Eastern Oregon University General Conditions for Public Improvement Contracts.

1.4 CHANGE ORDER PROCEDURES

- A. Refer to Eastern Oregon University General Conditions for Public Improvement Contracts.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Refer to Eastern Oregon University General Conditions for Public Improvement Contracts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

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

1.3 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
 - 5. Coordinate sequence and space requirements above the ceiling for lighting, power, telecommunications, fire alarm, fire sprinkler, plumbing and fire sprinkler lines. Provide all necessary support and coordination to allow installation of above ceiling utilities within the available space between structural members and the ceilings heights indicated in the drawings.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various contractors having interdependent responsibilities for installing, connection to, and providing service, for such equipment
- C. Coordinate space requirements and concealed installation of mechanical and electrical work which are indicated diagrammatically on drawings. Following routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs
- D. In finished areas except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- G. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Initial and complete submittals shall be received no later than **45** days after the Notice to Proceed for review and comment. Failure to comply with this deadline shall constitute breach of contract, and shall be subject to liquidated damages.
- B. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit three copies of each submittal. Architect, will return one copy.
 - a. Electronic submittal copies to be considered. Final determination to be made at Pre-Construction meeting.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- C. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to full-time project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.
 2. General Superintendent – this individual will represent the general contractor primarily, and will be responsible for coordination of contractors, safety, technical aspects of the

construction, maintenance of the schedule, generation of Requests for Information and similar duties. This individual will be responsible for pre-installation meetings, maintenance of as-built drawings, shop drawing and submittal coordination and distribution, monitoring and logging of site visits, and other functions typical of a Quality Control Officer. This position will also be responsible for coordination with subcontractors and vendors.

3. Contractor's staff shall be responsible for computer generated (e-mail), phone, and fax, messages, job-site filing, correspondence, distribution of minutes, drafts of pay applications and generally ensures that the job office is staffed during the normal work week hours of operation.
4. The contractor may distribute the duties among their personnel in any manner acceptable to the owner.
5. The contractor must provide the name and phone number of a designated local employee or resident who is generally available evenings and weekends to respond to emergencies on the job-site. This is not an on-call position, but the phone number must be provided with an answering machine / voicemail to ensure a timely response.
6. Inform Architect and Owner, in writing, of the name, address and telephone of the designated local employee.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five days of the meeting.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
3. Submit each RFI with the cover tracking transmittal form provided at the end of this section

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Cover transmittal form at end of this Section.
 - 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.3 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- C. Daily Construction Reports: Allow Owner and Architect to review Daily Construction reports upon request.

1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing, area separations and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 8. Review time required for completion and startup procedures.
 - 9. Review and finalize list of construction activities to be included in schedule.
 - 10. Review submittal requirements and procedures.
 - 11. Review procedures for updating schedule.

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 14 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and the interim milestones defined in Section 01 10 00.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - 1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
 - 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
 - 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.2 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial Completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.3 SPECIAL REPORTS

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

results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Execution" for progress cleaning requirements.

1.2 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Portable Sewer Service: Pay portable sewer service use charges for sewer usage by all entities for construction operations.
- C. Electric Power Service: Contractor shall pay electric power service use charges for electricity used by all entities for construction operations. Provide connections and extensions of services as required for construction operations.
- D. Water Service: Contractor shall pay water service use charges for water used by all entities for construction operations. Provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for protection of each permanent service before Owner's acceptance, regardless of previously assigned responsibilities. Permanent equipment and systems shall not be used during the construction period.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.
- B. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Coordinate with serving utility to provide water for construction purposes. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Permanent equipment may not be used for temporary construction period heating or cooling; except where specifically allowed for in individual specifications sections.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Provide extensions to electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides 25 foot candle minimum lighting or additional lighting for adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
 - 1. Provide DSL in primary field office and minimum of one computer with e-mail and internet access in the job-site office.
 - 2. In addition to computer connections provide two phone lines and one fax machine in the job-site office.
 - 3. Contractor personnel must have expertise in e-mail correspondence to maintain team coordination. The Contractor will provide all computer equipment (hardware) necessary to accomplish this.
 - 4. The contractor must have the capability to provide electronic transfer of documents such as minutes and spreadsheets through one of the job-site positions

5. The contractor shall provide the owner with e-mail and document transfer capability with the Project Manager at the home office of the company, if the Project Manager is not located at the job-site office

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Project Identification and Temporary Signs: Provide Project identification signs as indicated below. Install signs as directed by Owner to inform public and individuals seeking entrance to Project. Any other or Unauthorized signs are not permitted.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- G. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage. Repair any damage to Owner's satisfaction
- H. Prohibit traffic and storage on waterproofed and roofed surfaces, and on lawn and landscaped areas
- I. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 CONTROL, SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of the City of Pasco and others as indicated in the drawings.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Provide security program and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
 - I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in all project areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - J. The entire site is a non-smoking area. No drugs, alcohol, or weapons of any kind shall be allowed on the site.
 - K. No animals, radios or attire with inappropriate or vulgar graphics are allowed on-site.
- 3.5 OPERATION, TERMINATION, AND REMOVAL
- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
 - B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
 - D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
 - E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 73 00 – EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.4 CORRECTION OF THE WORK
- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
 - B. Restore permanent facilities used during construction to their specified condition.
 - C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
 - D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
 - E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Execute cutting and patching to integrate elements of work, uncover ill-timed, defective, and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal and finish penetrations through floors, walls, and ceilings
- C. Patch locations where existing substrates and surfaces are damaged and deteriorated. Patch the surfaces to new quality work and complete the specified finish treatment of the areas.
- D. In all framed wall and ceilings areas that are a part of this project, remove existing surface mounted conduit, raceways, and boxes and recess these utilities into the framed construction. Cut and patch existing finishes as required to accommodate this work.
- E. In all locations where existing materials or improvements are removed from existing wall or ceiling construction, the finishes of the newly exposed wall or ceiling shall be patched and finished to match adjacent exposed surfaces in the room. This requirement shall include, but not be limited to, all masonry, concrete, plaster, and gypsum wallboard installations throughout the project area.
- F. Cut and patch existing concrete floor slab assemblies as required for installation of building utilities systems. Reference new construction drawing, including but not limited to mechanical and electrical work, for extent of work requiring cutting and patching.
- G. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work. Newly patched surfaces shall match existing adjacent finishes in alignment, appearance, quality and materials.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Fire-suppression systems.
 - 3. Mechanical systems piping and ducts.
 - 4. Control systems.
 - 5. Communication systems.
 - 6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
 - 6. Noise- and vibration-control elements and systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- 1.4 WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.
 - 2. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 SUBMITTALS

- A. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.4 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Sale and Donation: Not permitted on Project site.
- B. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.
- C. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

3.2 RECYCLING DEMOLITION WASTE

- A. Comply with disposal requirements of the local trash and recycling collector, Waste Pro.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them at contractor's expense.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Standard and Special Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.

1.2 SUBSTANTIAL COMPLETION

- A. The requirements for Substantial Completion shall apply to each individual sub-portion of the project including each intermediate deadline. Reference section 01 10 00 for definition of the required project schedule.
- B. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 4. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 5. Terminate and remove temporary facilities from Project site, along with mockups, Delete both subparagraphs below if Project does not include these items or if they are delayed until final acceptance.
 - 6. Complete final cleaning requirements, including touchup painting.
 - 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- C. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. When Contractor considers work has reached final completion, submit written certification that Contract Documents have been reviewed, work has been inspected, Certificate of Occupancy has been provided and that work is complete in accordance with Contract Documents and ready for Architect/Engineer inspection utilizing the completely updated as-built drawing set showing all changes
- B. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due

- C. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. General Information - Provide copies of each of the following:
 - a. Certificate of Occupancy
 - b. Lien Releases
 - c. Consent of Surety
 - d. Certificates of Insurance
 - e. Contractor's and Subcontractor's One-Year Warranty Letter
 - f. Extended Warranties required in Individual Specification Sections
 - g. Air and water balance reports
 - h. Certificates
 - i. Photocopies of warranties and bonds
 - j. Signed Receipt of Extra Stock Items
 - k. Copy of Keying Schedule
 - l. Labor and Industries required Affidavit of Prevailing Wage Paid statements.
 - m. Construction Material Asbestos Statement
 - n. Owner Equipment Training Completion summary with attendee signatures.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Complete a Signed Form that Operation and Maintenance Instruction has been completed with Owner's Representative
- D. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Clean all areas defined below, to Owner satisfaction
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

DIVISION 02 – EXISTING CONDITIONS

	Asbestos Survey Report.....	15
Section 02 41 19	Selective Structure Demolition	7

ASBESTOS SURVEY REPORT

Requesting Party: EOU Ackerman

Facility Owner & Phone Number: Eastern Oregon University; (541) 962-3672

Project site address: One University Blvd., La Grande OR 97850

Location of survey: Commercial Building

Inspectors Name & Phone Number: Michael Reagan; (541) 910-6416

AHERA Building Inspector No. IRO-20-7422B

Date of Inspection: 01/29/2021 Date of Report:02/02/21

Picture of Property:



Description of Facility: 51,214 square foot University Hall built in 1935.

ASBESTOS SURVEY

REPORT

Purpose of the Survey:

To identify, to the extent feasible, asbestos containing materials (ACM) that may require abatement or encapsulation before renovation activities.

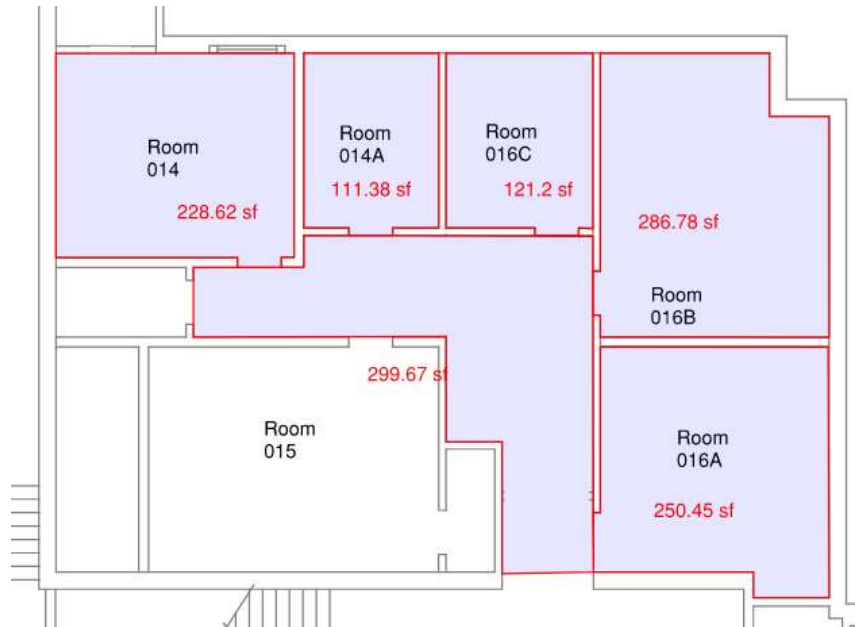
Materials Sampled That Contain Asbestos:

<u>Material</u>	<u>Description</u>	<u>Location</u>	<u>Quantity</u>	<u>Type</u>	<u>%</u>	<u>Condition</u>	<u>Friable</u>
Vinyl Floor Tile	White Fibrous Homogeneous	Room 015	208 SF	Chrysotile	2	Good	Yes
Vinyl Floor Tile	Gray/Green Fibrous Homogeneous	Room 014B	50 SF	Chrysotile	5	Good	Yes
Joint Compound	Beige Fibrous Homogeneous	Room 014B	576 SF	Chrysotile	2	Good	Yes
Pipe Corners	White Fibrous Homogeneous	Main Hallway Closet	7 EA	Amosite	10	Good	Yes
Vinyl Floor Tile	Gray/Green Fibrous Homogeneous	Room 018	450SF	Chrysotile	10	Good	Yes
Mastic	Black Fibrous Homogeneous	Room 018	450 SF	Chrysotile	2	Good	Yes
Vinyl Floor Tile	Beige Fibrous Homogeneous	Room 018	450 SF	Chrysotile	4	Good	Yes
Vinyl Floor Tile	Gray Fibrous Homogeneous	Room 018	6 SF	Chrysotile	5	Good	Yes
Floor Tile	Tan/Yellow Fibrous Homogeneous	Room 018	20 SF	Chrysotile	13	Good	Yes
Vinyl Floor Tile	Tan/Beige Fibrous Homogeneous	Mechanical Room	480 SF	Chrysotile	2	Good	Yes
CH-001 Vinyl Floor Tile	Beige Fibrous Homogeneous	Closet	45 SF	Chrysotile	3	Good	Yes
CH-002 Vinyl Floor Tile	Beige Non-Fibrous Homogeneous	Bottom Layer Classroom Hallway	400+ SF	Chrysotile	2	Good	Yes

ASBESTOS SURVEY REPORT

Sampling Notes

Additional material found in rooms 14, 14A, 16A, 16B, and 16C totaling 1,300 S.F. presumed ACM due to the material being homogeneous with sample in room 14B listed above.



Recommended Response:

Do not disturb any asbestos containing materials (ACM) identified in this report. If friable ACM is required to be disturbed or removed an Oregon DEQ licensed abatement contractor must perform the work. In some circumstances non friable ACM may be removed or disturbed by the property owner if certain conditions are met. Please contact the DEQ Pendleton field office at (541) 276-4063 for details.

Limitations:

This survey is representative of actual samples collected for analysis. Additional materials may be hidden, inaccessible, or overlooked. Additional materials revealed during demolition activities must not be disturbed. Any additional materials must be sampled by an accredited inspector, submitted for PCM analysis, and deemed to be NAD (No Asbestos Detected) prior to disturbance.

One Call Restoration would like to thank you for choosing our firm. If you have any Questions please feel free to call or contact us via email at onecalloreigon@gmail.com, contact our office at (541) 786-4078 or contact your inspector directly using their phone number on the cover sheet.

ASBESTOS SURVEY REPORT

OrderID: 512100306



Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

#512100306

PHONE:

FAX:

Company Name : One Call Restoration		EMSL Customer ID:	
Street: 2302 Cove Ave.		City: La Grande	State/Province: OR
Zip/Postal Code: 97850	Country: USA	Telephone #: 541-786-4078	Fax #:
Report To (Name): Bret Wheeler		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: onecalloregon@gmail.com		Purchase Order:	
Project Name/Number: EOU Ackerman Hall		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: Oregon		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA		TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	
PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
TEM- Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)		Soil/Rock/Vermiculite <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 - PLM/TEM (BC only) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Mike Reagan		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
EOUA-01	015 9x9 floor tile w/mastic	208 SF	1/29
EOUA-02	014B 9x9 floor tile w/mastic	50 SF	1/29
EOUA-03	016 hallway cove base/adhesive	36 LF	1/29
EOUA-04	016C cove base	40 LF	1/29
EOUA-05	015 wallboard/compound	696 SF	1/29
Client Sample # (s):		Total # of Samples: 32	
Relinquished (Client):		Date:	Time:
Received (Lab): <u>Claudia Nistar</u>		Date: 2/1/21	Time: 8:30 AM
Comments/Special Instructions: Please composite wallboard/compound if greater than 1%		7960 3703 0738	

Page 1 of 3 pages

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Page 1 Of 3

One Call Restoration 2302 Cove Ave. La Grande, OR 97850

ASBESTOS SURVEY REPORT

OrderID: 512100306



Asbestos Chain of Custody EMSL Order Number (Lab Use Only):

5 1 2 1 0 0 3 0 6

PHONE:
FAX:

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information.

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
EOUA-06	014B wallboard/compound	576 SF	1/29
EOUA-07	014 wall plaster/compound	576 SF	1/29
EOUA-08	014A wallboard/compound	576 SF	1/29
EOUA-09	016C wallboard/compound	576 SF	1/29
EOUA-10	016B wallboard/compound	576 SF	1/29
EOUA-11	016 middle room wallboard/compound	479 SF	1/29
EOUA-12	015 12x12 ceiling tile	175 SF	1/29
EOUA-13	014 12x12 ceiling tile	175 SF	1/29
EOUA-14	016B 12x12 ceiling tile	175 SF	1/29
EOUA-15	016B 12x12 ceiling tile	175 SF	1/29
EOUA-16	016A 12x12 ceiling tile	175 SF	1/29
EOUA-17	Main hallway plaster/compound	960 SF	1/29
EOUA-18	Main hallway plaster/compound	960 SF	1/29
EOUA-19	Main hallway plaster/compound	960 SF	1/29
EOUA-20	Main hallway closet 12x12 ceiling tile 1 (holes)	100 SF	1/29
EOUA-21	Main hallway closet 12x12 ceiling tile 2 (smooth)	30 SF	1/29
EOUA-22	Main hallway closet pipe wrap	75 LF	1/29
EOUA-23	Main hallway closet pipe corners	7 EA	1/29
EOUA-24	018 9x9 floor tile (white)	450 SF	1/29
EOUA-25	018 9x9 floor tile (green)	450 SF	1/29
EOUA-26	018 9x9 floor tile (grey)	6 SF	1/29
EOUA-27	018 9x9 floor tile (yellow)	20 SF	1/29
EOUA-28	018 12x12 ceiling tile	800 SF	1/29
*Comments/Special Instructions: Please composite wallboard/compound if greater than 1%.			

Page 2 of 3 pages

Controlled Document - Asbestos COG - R10 - 05/07/2016

Page 2 Of 3

ASBESTOS SURVEY REPORT

OrderID: 512100306



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

#5 1 2 1 0 0 3 0 6

PHONE:

FAX:

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

[illegible]

Page 3 of 3 pages

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Page 3 Of 3

One Call Restoration 2302 Cove Ave. La Grande, OR 97850

ASBESTOS SURVEY REPORT



EMSL Analytical, Inc.

5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108
Tel/Fax: (206) 269-6310 / (206) 900-8789
<http://www.emsl.com> / seattlelab@emsl.com

EMSL Order: 512100306

Customer ID: CALL75

Customer PO:

Project ID:

Attention: Bret Wheeler
One Call Restoration
2302 Cove Ave
La Grande, OR 97850

Phone: (541) 786-4078

Fax:

Received Date: 02/01/2021 8:30 AM

Analysis Date: 02/02/2021

Collected Date:

Project: EOU Ackerman Hall

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
EOUA-01-Vinyl Floor Tile	015 9x9 floor tile w/ mastic	White Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
512100306-0001					
EOUA-01-Mastic	015 9x9 floor tile w/ mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0001A					
EOUA-02-Vinyl Floor Tile	014B 9x9 floor tile w/ mastic	Gray/Green Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
512100306-0002					
EOUA-02-Mastic	014B 9x9 floor tile w/ mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0002A					
EOUA-03-Cove Base	016 hallway cove base / adhesive	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0003					
EOUA-03-Mastic	016 hallway cove base / adhesive	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0003A					
EOUA-04	016C cove base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0004					
EOUA-05-Texture	015 wallboard/compound	White Non-Fibrous Homogeneous		30% Quartz 70% Non-fibrous (Other)	None Detected
512100306-0005					
EOUA-05-Joint Compound	015 wallboard/compound	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0005A					
EOUA-05-Tape	015 wallboard/compound	Beige Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
512100306-0005B					
EOUA-05-Gypsum Wallboard	015 wallboard/compound	Brown/White Fibrous Homogeneous	20% Cellulose	65% Gypsum 15% Non-fibrous (Other)	None Detected
512100306-0005C					
EOUA-06-Joint Compound	014B wallboard/compound	Beige Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
512100306-0006					
EOUA-06-Gypsum Wallboard	014B wallboard/compound	Brown/White Fibrous Homogeneous	20% Cellulose	65% Gypsum 15% Non-fibrous (Other)	None Detected
512100306-0006A					
EOUA-06-Composite	014B wallboard/compound	Brown/White/Beige Fibrous Homogeneous	20% Cellulose	65% Gypsum 15% Non-fibrous (Other)	<1% Chrysotile
512100306-0006B					

This is a composite result of wallboard and joint compound.

Initial report from: 02/02/2021 18:05:40

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One Call Restoration 2302 Cove Ave. La Grande, OR 97850

ASBESTOS SURVEY REPORT



EMSL Analytical, Inc.

5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108

Tel/Fax: (206) 269-6310 / (206) 900-8789

<http://www.emsl.com> / seattlelab@emsl.com

EMSL Order: 512100306

Customer ID: CALL75

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
EOUA-07-Skim Coat 512100306-0007	014 wall plaster/compound	Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
EOUA-07-Plaster 512100306-0007A	014 wall plaster/compound	Gray Fibrous Homogeneous	<1% Hair	15% Quartz 85% Non-fibrous (Other)	None Detected
EOUA-08-Texture 512100306-0008	014A wallboard/compound	White Non-Fibrous Homogeneous		30 % Quartz 70% Non-fibrous (Other)	None Detected
EOUA-08-Joint Compound 512100306-0008A	014A wallboard/compound	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
EOUA-08-Gypsum Wallboard 512100306-0008B	014A wallboard/compound	Brown/White Fibrous Homogeneous	20% Cellulose	65% Gypsum 15% Non-fibrous (Other)	None Detected
EOUA-09-Texture 512100306-0009	016C wallboard/compound	White Non-Fibrous Homogeneous		30% Quartz 70% Non-fibrous (Other)	None Detected
EOUA-09-Joint Compound 512100306-0009A	016C wallboard/compound	White Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
EOUA-09-Tape 512100306-0009B	016C wallboard/compound	Beige Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
EOUA-09-Gypsum Wallboard 512100306-0009C	016C wallboard/compound	Brown/White Fibrous Homogeneous	15% Cellulose 2% Glass	65% Gypsum 18% Non-fibrous (Other)	None Detected
EOUA-10-Texture 512100306-0010	016B wallboard/compound	White Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
EOUA-10-Tape 512100306-0010A	016B wallboard/compound	White Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
EOUA-10-Joint Compound 512100306-0010B	016B wallboard/compound	White Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
EOUA-10-Gypsum Wallboard 512100306-0010C	016B wallboard/compound	Brown/White Fibrous Homogeneous	20% Cellulose 2% Glass	60% Gypsum 18% Non-fibrous (Other)	None Detected
EOUA-11 512100306-0011	016 middle room wallboard/compound				Not Submitted
No sample or residue is found in sample baggie labeled EOUA-11.					
EOUA-12 512100306-0012	015 12x12 ceiling tile	Brown/White Fibrous Homogeneous	35% Cellulose 30% Min. Wool	15% Perlite 20% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis.					
EOUA-13 512100306-0013	014 12x12 ceiling tile	Gray/White Fibrous Homogeneous	45% Cellulose 25% Min. Wool	15% Perlite 15% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis.					

Initial report from: 02/02/2021 18:05:40

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ASBESTOS SURVEY REPORT



EMSL Analytical, Inc.

5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108
Tel/Fax: (206) 269-6310 / (206) 900-8789
<http://www.emsl.com/seattlelab@emsl.com>

EMSL Order: 512100306

Customer ID: CALL75

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
EOUA-14 512100306-0014 <i>Inseparable paint / coating layer included in analysis</i>	016B 12x12 ceiling tile	Brown/White Fibrous Homogeneous	35% Cellulose 30% Min. Wool	15% Perlite 20% Non-fibrous (Other)	None Detected
EOUA-15 512100306-0015 <i>Inseparable paint / coating layer included in analysis</i>	016B 12x12 ceiling tile	Gray/White Fibrous Homogeneous	40% Cellulose 25% Min. Wool	15% Perlite 20% Non-fibrous (Other)	None Detected
EOUA-16 512100306-0016 <i>Inseparable paint / coating layer included in analysis</i>	016A 12x12 ceiling tile	Brown/White Fibrous Homogeneous	35% Cellulose 30% Min. Wool	15% Perlite 20% Non-fibrous (Other)	None Detected
EOUA-17-Surfacing 512100306-0017 <i>Analysis includes inseparable plaster-based and spongy white material.</i>	Main hallway plaster/compound	White/Green Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
EOUA-17-Plaster 512100306-0017A	Main hallway plaster/compound	Gray Fibrous Homogeneous	<1% Hair	10% Quartz 90% Non-fibrous (Other)	None Detected
EOUA-18 512100306-0018 <i>Only plaster is present in this sample.</i>	Main hallway plaster/compound	Gray Fibrous Homogeneous	<1% Hair	10% Quartz 90% Non-fibrous (Other)	None Detected
EOUA-19-Skim Coat 512100306-0019	Main hallway plaster/compound	White Non-Fibrous Homogeneous	4% Fibrous (Other)	96% Non-fibrous (Other)	None Detected
EOUA-19-Plaster 512100306-0019A	Main hallway plaster/compound	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
EOUA-20 512100306-0020 <i>Inseparable paint / coating layer included in analysis.</i>	Main hallway closet 12x12 ceiling tile 1 (holes)	Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
EOUA-21 512100306-0021 <i>Inseparable paint / coating layer included in analysis</i>	Main hallway closet 12x12 ceiling tile 2 (smooth)	Tan/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
EOUA-22 512100306-0022	Main hallway closet pipe wrap	Beige Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
EOUA-23 512100306-0023	Main hallway closet pipe corners	White Fibrous Homogeneous		86% Non-fibrous (Other)	10% Amosite 4% Chrysotile
EOUA-24-Vinyl Floor Tile 512100306-0024	018 9x9 floor tile (white)	Gray/Green Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
EOUA-24-Mastic 512100306-0024A	018 9x9 floor tile (white)	Black Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
EOUA-25-Vinyl Floor Tile 512100306-0025	018 9x9 floor tile (green)	Beige Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
EOUA-25-Mastics & Leveler 512100306-0025A	018 9x9 floor tile (green)	Gray/Black/Beige Fibrous Heterogeneous	3% Cellulose	97% Non-fibrous (Other)	<1% Chrysotile

Initial report from: 02/02/2021 18:05:40

ASBESTOS SURVEY REPORT



EMSL Analytical, Inc.

5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108

Tel/Fax: (206) 269-6310 / (206) 900-8789

<http://www.emsl.com/seattlelab@emsl.com>

EMSL Order: 512100306

Customer ID: CALL75

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
Analysis includes inseparable leveler + tan and black mastic.					
EOUA-26-Vinyl Floor Tile	018 9x9 floor tile (gray)	Gray Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
512100306-0026					
EOUA-26-Mastic	018 9x9 floor tile (gray)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0026A					
EOUA-27	018 9x9 floor tile (yellow)	Tan/Yellow Fibrous Homogeneous		87% Non-fibrous (Other)	13% Chrysotile
512100306-0027					
EOUA-28	018 12x12 ceiling tile	Brown/White Fibrous Homogeneous	80% Cellulose	15% Perlite 5% Non-fibrous (Other)	None Detected
512100306-0028					
Inseparable paint / coating layer included in analysis					
EOUA-29	018 16x24 ceiling tile	Brown/White Fibrous Homogeneous	80% Cellulose	5% Perlite 15% Non-fibrous (Other)	None Detected
512100306-0029					
Inseparable paint / coating layer included in analysis					
EOUA-30-Joint Compound	018 wallboard/compound	White Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
512100306-0030					
EOUA-30-Gypsum Wallboard	018 wallboard/compound	Brown/White Fibrous Homogeneous	15% Cellulose 2% Glass	65% Gypsum 18% Non-fibrous (Other)	None Detected
512100306-0030A					
EOUA-31-Texture	018 plaster/compound	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0031					
EOUA-31-Plaster	018 plaster/compound	Gray Fibrous Homogeneous	<1% Cellulose <1% Hair	10% Quartz 90% Non-fibrous (Other)	None Detected
512100306-0031A					
EOUA-32-Vinyl Floor Tile	Mechanical room 12x12 floor tile	Tan/Beige Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
512100306-0032					
EOUA-32-Mastic	Mechanical room 12x12 floor tile	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
512100306-0032A					
EOUA-33	Mechanical room 12x12 ceiling tile	Tan/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
512100306-0033					
Inseparable paint / coating layer included in analysis.					

Initial report from: 02/02/2021 18:05:40

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One Call Restoration 2302 Cove Ave. La Grande, OR 97850

ASBESTOS SURVEY REPORT

**EMSL Analytical, Inc.**

5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108

Tel/Fax: (206) 269-6310 / (206) 900-8789

<http://www.emsl.com> / seattlelab@emsl.com**EMSL Order:** 512100306**Customer ID:** CALL75**Customer PO:****Project ID:**

Analyst(s)

Claudia Nistor (46)

Ehrin Stephens (11)

Rudy Baum, Interim Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Seattle, WA NVLAP Lab Code 200613, CA 2733, WA C1025

Initial report from: 02/02/2021 18:05:40

ASBESTOS SURVEY REPORT

OrderID: 512100801



Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

#512100801

PHONE:

FAX:

Company Name: One Call Restoration		EMSL Customer ID:	
Street: 2302 Cove Ave.		City: La Grande	State/Province: OR
Zip/Postal Code: 97850	Country: US	Telephone #: 541-786-4078	Fax #:
Report To (Name): Bret Wheeler		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: onecalloregon@gmail.com		Purchase Order:	
Project Name/Number: College Head Start Building		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: OR		CT Samples: <input type="checkbox"/> Commercial/Taxable <input checked="" type="checkbox"/> Residential/Tax Exempt	
EMSL Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments**			
Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA		TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	
PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
TEM - Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)		Soil/Rock/Vermiculite <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 -- PLM/TEM (BC only) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Levi Edvalson		Samplers Signature: <i>Levi Edvalson</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CH-001	9x9 Vinyl Tile	45 SQFT	11 AM 3-8-2
CH-002	12x12 Vinyl Tile	400+ SQFT	11 AM 3-8-2
Client Sample # (s):		Total # of Samples: 2	
Relinquished (Client):		Date:	Time:
Received (Lab): <i>[Signature]</i>		Date: 3/10/21	Time: 9:30 AM
Comments/Special Instructions:		EMSL FedEx Phn 3703 0988 10rdur	

Page 1 of 1 pages

Controlled Document - Asbestos CDC - R18 - 09/09/2016

Page 1 Of 1

One Call Restoration 2302 Cove Ave. La Grande, OR 97850

ASBESTOS SURVEY REPORT

**EMSL Analytical, Inc.**

5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108

Tel/Fax: (206) 269-6310 / (206) 900-8789

<http://www.emsl.com/seattlelab@emsl.com>

EMSL Order: 512100801

Customer ID: CALL75

Customer PO:

Project ID:

Attention: Bret Wheeler

One Call Restoration

2302 Cove Ave

La Grande, OR 97850

Phone: (541) 786-4078

Fax:

Received Date: 03/10/2021 9:30 AM

Analysis Date: 03/12/2021

Collected Date:

Project: College Head Start Building

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CH-001-Vinyl Floor Tile 512100801-0001	9x9 Vinyl Tile	Beige Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CH-001-Mastic 512100801-0001A	9x9 Vinyl Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CH-002-Mastic 1 512100801-0002	12x12 Vinyl Tile	Brown Non-Fibrous Homogeneous	3% Wollastonite 2% Fibrous (Other)	95% Non-fibrous (Other)	None Detected
CH-002-Vinyl Floor Tile 512100801-0002A	12x12 Vinyl Tile	Beige Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CH-002-Mastic 2 512100801-0002B	12x12 Vinyl Tile	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CH-002-Leveler 512100801-0002C	12x12 Vinyl Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Claudiu Nistor (6)

Rudy Baum, Interim Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Seattle, WA NVLAP Lab Code 200613, CA 2733, WA C1025

Initial report from: 03/12/2021 19:44:08

ASBESTOS SURVEY REPORT



ASBESTOS SURVEY REPORT



SECTION 02 41 19 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. The contractor is responsible for ascertaining the existing conditions and the work required to complete the work of this section satisfactorily.
 - 2. This Section requires the selective removal and salvage or subsequent off-site disposal of the following
 - a. Portions of existing building structure and finishes indicated on drawings and as required to accommodate new work
 - b. Removal of designated building equipment and fixtures
 - c. Removal and salvage of designated construction and site improvements
 - d. Identification of utilities
 - e. Removal and protection of existing fixtures, materials, and equipment items indicated "salvage."
 - 3. The Owner will remove some loose equipment and stored material in the project area, prior to the contractor taking possession of the site. All substrates and building conditions will be maintained in the condition as visible during the bid period; the contractor shall include all necessary costs to improve or modify the substrates to achieve the work shown in the construction documents. Contractors shall coordinate with the finish trades (Finish Flooring, Framing & Gypsum Board, and Suspended Acoustical Ceilings) to complete all substrate improvement necessary to achieve finish tolerances.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises, and phasing, and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.
 - 4. Division 01 Section "Construction Waste Management and Disposal" for disposal of demolished materials.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.4 SUBMITTALS

- A. Qualification Data: For demolition firm, professional engineer, refrigerant recovery technician.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Name and address of individual (principal of firm) who will be responsible for the demolition procedures

2. Description of procedures and procedures that will be used to protect the personnel involved in the effort
 3. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 4. Interruption of utility services. Indicate how long utility services will be interrupted.
 5. Coordination for shutoff, capping, and continuation of utility services.
 6. Use of elevator and stairs.
 7. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for adjacent building's occupants affected by selective demolition operations.
 8. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 9. Means of protection for items to remain and items in path of waste removal from building.
 10. Identification of hazardous sanitary landfill which will be used for the disposal of the material, appropriate to the waste stream.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project. Company specializing in performing the Work of this Section with minimum three (3) years experience
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements:
 1. Comply with governing EPA notification regulations before beginning selective demolition.
 2. Comply with E.P.A. and OSHA regulations throughout the work of this section
 3. Comply with Clean Air Act (CAA) requirements; Section 608
 4. Comply with hauling and disposal regulations of authorities having jurisdiction.
 5. Conform to applicable code for demolition of structure, safety of adjacent structures, dust control and disposal
 6. Obtain required permits from authorities
 7. Notify affected utility companies before starting work and comply with their requirements
 8. Conform to procedures applicable when discovering hazardous or contaminated materials
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
- F. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

- A. Coordinate with Owner's operations involving move-out, salvage, reclamation and recycling activities
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of inspection for bidding purposes will

be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work

C. Partial Demolition and Removal:

1. Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Storage or sale of removed items on site will not be permitted
2. Items to be removed by the Contractor to be retained by the Owner shall be designated "remove and retain". Remove to on-site location as directed

D. Protections:

1. Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work
2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain
3. Protect existing finish work that is to remain in place and becomes exposed during demolition operations
4. Protect floors and roofing with suitable coverings when necessary
5. Provide temporary weatherproof closures for exterior openings resulting from demolition work
6. Provide air and dust proof containment barriers at locations where work occurs, protect remainder of the building from contamination, or nuisance caused by residual effects of demolition and construction procedures
7. Remove protections at completion of work

E. Damages: Promptly repair damages caused to adjacent facilities by demolition work

F. Owner will occupy portions of building immediately adjacent to selective demolition area.

Conduct selective demolition so Owner's operations will not be disrupted.

1. Comply with requirements specified in Division 01 Section "Summary."

G. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

H. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

I. Hazardous Materials:

1. If hazardous materials are encountered, the Contractor shall immediately notify the Owner and Architect, and handle them in accordance with all applicable local, state, and federal regulations, protecting site, workers and surroundings from contamination
2. Identification: It is the Contractor's responsibility to bring to the attention of the Architect suspected asbestos-containing materials which may be encountered as the work proceeds. Architect will notify Owner. Exploratory operations and laboratory tests will be made by the Owner's consultant if materials that may contain asbestos are encountered
3. Lead Paint and similar materials: Contractor shall provide lead containing materials identification, control, containment, abatement and disposal previously identified or encountered during the course of demolition and construction, included in the Cost of the Work. Contractor shall be responsible for a program to control lead exposure to workers, and ensure that no lead exposure occurs to the general public
4. Contractor shall provide and include the cost of containment, temporary storage, neutralizing and proper disposal of all hazardous materials such as solvents, acids, paint strippers and cleaners used in the course of performing the Work
5. Contractor shall provide and include the cost of removal and delivery to the Owner of any PCB-containing fluorescent lamp ballasts encountered during the course of demolition and construction

J. Storage or sale of removed items or materials on-site is not permitted.

K. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Contractors are responsible for familiarizing themselves with the condition of the project site
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- C. Locate, identify, stub off, and disconnect utility services not indicated to remain. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary

during changeover. Power to building is to be uninterrupted during demolition and construction. Coordinate any planned disruption with Owner.

- D. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary partitions and barriers to prevent spread of dust, odors and noise. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to permit continued Owner occupancy of the building. Where selective demolition occurs, construct dust-proof partitions of minimum 4-inch studs, with gypsum wall board on non-demolition side and minimum 2 layers 3-mil plastic sheeting. Seal all seams with appropriate tape material
 3. Protect existing materials, existing landscaping materials, appurtenances, structures and utilities which are not to be demolished
 4. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 5. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 6. Cover and protect building improvements, furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed
 7. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
 8. At locations where demolition or tie-in to existing reinforced concrete structure is indicated, as-built drawings and x-ray analysis shall be conducted prior to demolition activities. Demolition and tie-in shall not disturb existing concrete reinforcing steel
- E. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Include all work necessary to complete the new work shown in all documents within the contract documents, including but not limited to, Architectural, Hazardous Material Abatement, Civil, Structural, Mechanical, and Electrical. Work of this section is not limited to areas indicated in the demolition drawings. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Provide services for effective air, soil and water pollution controls and worker protection as required by authorities having jurisdiction
 3. Spread out equipment and materials loads across structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing
 4. Conduct demolition to minimize interference with adjacent spaces and properties. Utilize demolition procedures that minimize disruption to the surrounding areas and activities. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times. Provide all necessary measures to ensure no contamination of the existing building systems, including the building air intakes and exhausts
 5. Remove portions of the building indicated using methods as required to provide high quality substrates for work of subsequent phases. Tolerances within 1/8" of required substrate for new finishes shall be deemed acceptable for the work of this section.

6. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 7. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 8. For interior slabs, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible
 9. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools
 10. Keep work sprinkled with water to minimize dust. Provide hoses and water connections for this purpose
 11. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 12. Maintain adequate ventilation when using cutting torches.
 13. Cease operations and notify Owner, and Architect/Engineer immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations
 14. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 15. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 16. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 17. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner within five miles of the project site.
 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS
- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
 - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
 - E. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.
- 3.6 DISPOSAL OF DEMOLISHED MATERIALS
- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site. Remove demolished materials from site promptly.
 - 2. Remove and promptly dispose of contaminated, vermin infested or dangerous materials encountered, per regulatory requirements
 - 3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 4. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - B. Salvaged Items to be Retained and Re-Used in the Work: Where indicated as "Remove and Retain," or "Relocate", carefully remove indicated items, clean, and reuse as indicated on the drawings and in other sections of the specifications
 - C. Burning: Do not burn demolished materials.
 - D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
- 3.7 CLEANING
- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean
 - B. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work
 - C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 3 – PLANS

24" x 36" Full Size

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THESE DRAWINGS, THE SPECIFICATIONS, AND THE CURRENT EDITIONS OF THE IBC, IMC, NEC AND THE OREGON NON-RESIDENTIAL ENERGY CODE, AND ALL CITY OF LA GRANDE REGULATIONS.
2. THE CONTRACTOR AGREES TO ASSUME SAFE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE ARCHITECT AND OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ARCHITECT, OR THIRD PARTY IN VIOLATION OF THE LAW OR IN TRESPASS. THE CONTRACTOR SHALL PRACTICE SAFETY AT ALL TIMES AND SHALL FURNISH, ERECT, AND MAINTAIN SUCH FENCES, BARRICADES, LIGHTS, AND SIGNS NECESSARY TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES. THE ARCHITECT MAKES NO WARRANTY THAT THE CONSTRUCTION-PHASE FENCES, ETC., ARE ADEQUATE TO ENSURE SAFETY DURING CONSTRUCTION OPERATIONS.
3. PLAN INTENT: THESE DRAWINGS REPRESENT EXISTING CONDITIONS (CONTRACTOR TO VERIFY ALL ACTUAL CONDITIONS), AND THE FINISHED FACILITIES AND UNLESS OTHERWISE INDICATED, THEY DO NOT SHOW THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PRODUCE THE FINISHED FACILITIES AND TO PROTECT THE WORK AND PROPERTY, THE SAFETY OF THE WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE ABOVE MEASURES AND VISITS TO THE SITE BY THE ARCHITECT SHALL NOT INCLUDE OBSERVATION OF SAFETY MEASURES.

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	MAS.	MASONRY
A.H.J.	AUTHORITY HAVING JURISDICTION	MAX.	MAXIMUM
ALT.	ALTERNATE	MIN.	MINIMUM
BRG	BEARING	N.I.C.	NOT IN CONTRACT
B.M.	BENCH MARK	NR	NOT RATED
B.O.	BOTTOM OF	N.T.S.	NOT TO SCALE
CLG	CEILING	O.C.	ON CENTER
CL	CENTER LINE	OPNG	OPENING
C	CHANNEL	OPP.	OPPOSITE
C.O.	CLEAN OUT	O.D.	OUTSIDE DIAMETER
C.C.T.V.	CLOSED CIRCUIT TELEVISION	d	PENNY
COL.	COLUMN	PL	PLATE
CMU	CONCRETE MASONRY UNIT	P.T.	PRESSURE TREATED
CONT.	CONTINUOUS	R	RADIUS
D.F.	DRINKING FOUNTAIN	REF.	REFERENCE
DIA.	DIAMETER	REV.	REVISION
EA.	EACH	R.O.	ROUGH OPENING
ELEC.	ELECTRICAL	SC	SOLID CORE
E.W.C.	ELECTRIC WATER COOLER	SCHED.	SCHEDULE
ELEV.	ELEVATION	SIM.	SIMILAR
EQ.	EQUAL OR EQUIVALENT	STD	STANDARD
FIN.	FINISH	SYS.	SYSTEM
F.F.	FINISHED FLOOR	TEL.	TELEPHONE
FTG	FOOTING	T	THICK
FND.	FOUNDATION	TFTI	TENANT FURNISHED
F.V.	FIELD VERIFY		TENANT INSTALLED
GR.	GRADE	T.O.	TOP OF
H	HIGH	T&B	TOP AND BOTTOM
HC	HOLLOW CORE	TYP.	TYPICAL
HGT	HEIGHT	U.N.O.	UNLESS NOTED OTHERWISE
HORIZ.	HORIZONTAL	W	WIDE
I.D.	INSIDE DIAMETER	W.C.	WATER CLOSET
OFOI	OWNER FURNISHED OWNER INSTALLED	W.F.	WIDE FLANGE
M.O.	MASONRY OPENING	W/	WITH
MB	MASONRY BEAM	W/O	WITH OUT

PROJECT TEAM

OWNER		
EASTERN OREGON UNIVERSITY ONE UNIVERSITY BLVD. LA GRANDE, OREGON 97850 TEL: (541) 962-3181		CONTACT: DAVID MOORE
ARCHITECTURAL		
DESIGN WEST ARCHITECTS P.A. 830 N. COLUMBIA CENTER BLVD., SUITE E KENNEWICK, WASHINGTON 99336 TEL: (509) 783-2244		CONTACT: BRANDON WILM MATT WHITISH
MECHANICAL		
SYSTEMS WEST ENGINEERS 725 A STREET SPRINGFIELD, OR 97477 TEL: (541) 342-7210		CONTACT: GREGORY LANGDON MEREDITH OSBORN
ELECTRICAL		
SYSTEMS WEST ENGINEERS 725 A STREET SPRINGFIELD, OR 97477 TEL: (541) 342-7210		CONTACT: GREGORY LANGDON JON SNYDER

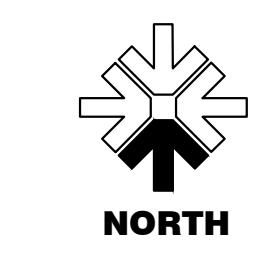
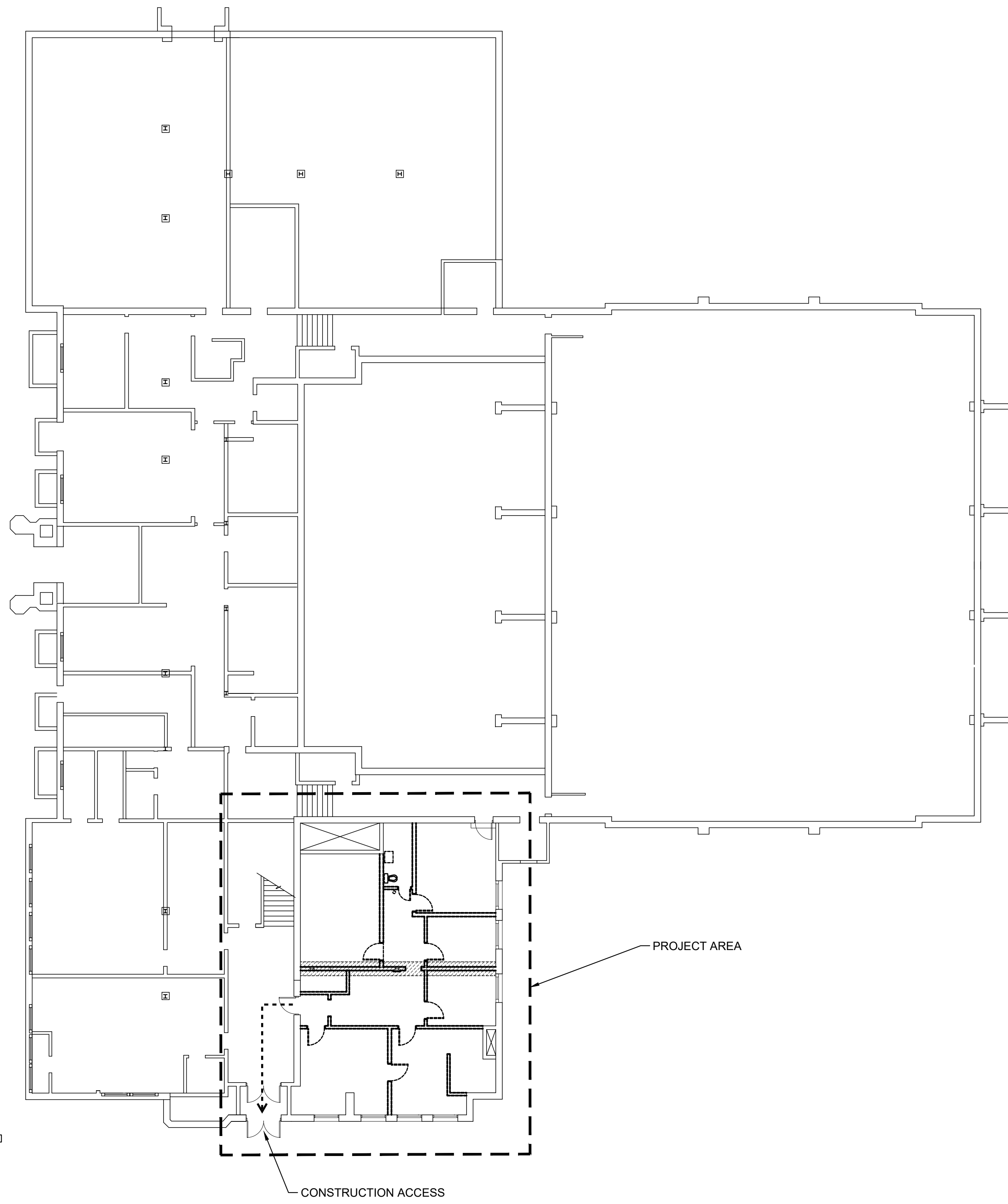
DRAWING INDEX

GENERAL: G1.00	TITLE SHEET
ARCHITECTURAL: A3.20	DEMOLITION PLAN
MECHANICAL: M0.01 M1.01	LEGEND, GENERAL NOTES & SHEET INDEX DEMOLITION PLAN
ELECTRICAL: E0.01 E1.01	LEGEND, GENERAL NOTES & SHEET INDEX DEMOLITION PLAN

VICINITY MAP



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A6 OVERALL PLAN
SCALE: NOT TO SCALE

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DRAWN BY
AP

CHECKED BY
MW/BW

JOB NUMBER
21018

REVISIONS

EO
EASTERN OREGON
UNIVERSITY

REGISTERED ARCHITECT
BRANDON D. WILM
KENNEWICK, WA
5860
4/29/21
STATE OF OREGON

ACKERMAN ANTHROPOLOGY TI
EASTERN OREGON UNIVERSITY
8TH STREET, ACKERMAN HALL
LA GRANDE, OR 97850

DATE
04/29/2021

SHEET NAME
TITLE SHEET

SHEET
G1.00

SHEET NOTES

1. THE OWNER RESERVES ALL SALVAGE RIGHTS. COORDINATE ANY SALVAGE ITEMS WITH OWNER (IN WRITING) PRIOR TO DEMOLITION. CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION MATERIAL AT AN APPROVED OFF-SITE LOCATION.
2. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ADJACENT WORK AND IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE AT CONTRACTOR'S OWN EXPENSE. SEAL OFF CONSTRUCTION AREA TO PREVENT DUST MIGRATION.
3. NOT ALL DEMOLITION IS SHOWN ON A3.20. CONTRACTOR SHALL INCLUDE ALL DEMOLITION WORK REQUIRED TO ACCOMPLISH NEW WORK SHOWN IN ARCHITECTURAL, MECHANICAL AND ELECTRICAL ATTACHED DRAWING SHEETS. REVIEW COMPLETE SET OF CONSTRUCTION DOCUMENTS PRIOR TO STARTING DEMOLITION.
4. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF EXISTING CONDITIONS AND EXISTING AS-BUILT DRAWINGS TO DETERMINE THE EXTENT OF WORK REQUIRED TO COMPLETE THE PROJECT.
5. ALL UTILITY SERVICES SHALL REMAIN FUNCTIONAL TO THE EXISTING FACILITY FOR THE DURATION OF THE PROJECT. COORDINATE TEMPORARY SHUT-DOWNS WITH OWNER AND DESIGN TEAM. APPROVED TEMPORARY RE-ROUTING OF SERVICES AT CONTRACTOR'S OPTION.
6. ALL DEMOLITION SHALL BE COORDINATED WITH APPROVED MASTER SCHEDULE. MULTIPLE TRADE MOBILIZATION MAY BE REQUIRED FOR VARIOUS TRADES.
7. PROVIDE ADEQUATE SHORING OF ADJACENT STRUCTURES PRIOR TO THE REMOVAL OF ANY LOAD BEARING WALL OR STRUCTURAL COLUMN. FIELD VERIFY EXISTING CONDITIONS.
8. ALL EXISTING SUBSTRATES AND BUILDING CONDITIONS WILL BE MAINTAINED IN THE CONDITION AS VISIBLE DURING THE BID PERIOD. THE CONTRACTOR SHALL INCLUDE ALL NECESSARY COSTS TO COMPLETE AND ACHIEVE THE WORK SHOWN. CONDITIONS THAT ARE APPARENT, REASONABLY INFERABLE, OR DISCLOSED IN THE AVAILABLE DOCUMENTS SHALL NOT BE CONSIDERED "UNFORESEEN CONDITIONS" AS BASIS FOR CONTRACTOR CLAIMS FOR CONSTRUCTION OR TIME EXTENSIONS.
9. THE CONTRACTOR SHALL ACCOMPLISH CONSTRUCTION ACTIVITIES TO NOT INTERFERE WITH EMERGENCY EGRESS, AND DISABLED ACCESSIBLE PATHWAYS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PUTTING IN PLACE TEMPORARY FACILITIES (RAMPS, PATHWAYS, BARRICADES, SIGNAGE ETC.) TO ASSURE THAT ALL LIFE/SAFETY EGRESS ROUTES AND ACCESSIBLE PATHWAYS ARE AVAILABLE IF THE WORK OF THIS PROJECT OBSTRUCTS EGRESS OR DISABLED ACCESSIBLE ROUTES.
10. REFERENCE ASBESTOS SURVEY REPORT DATED 02/02/2021 IN DIVISION 02 OF THE SPECIFICATIONS FOR ABATEMENT REQUIREMENTS.

DEMOLITION NOTES

- D1 PRESERVE AND PROTECT EXISTING BUILDING ELEMENT AND/OR FINISHES TO REMAIN.
- D2 REMOVE EXISTING WALL, DOORS, INTERIOR WINDOWS, AND FINISHES.
- D3 REMOVE EXISTING FLOORING TO ORIGINAL SUBSTRATE. PREPARE FLOOR AS NECESSARY TO RECEIVE FUTURE VCT FLOORING MATERIAL.
- D4 REMOVE EXISTING PLUMBING FIXTURES, SEE MECHANICAL.
- D5 REMOVE EXISTING ELECTRICAL FIXTURES AND DEVICES FROM WALLS, SEE ELECTRICAL.
- D6 REMOVE EXISTING CEILING AND LIGHT FIXTURES.
- D7 REMOVE ALL EXISTING BLINDS. PRESERVE AND PROTECT EXISTING WINDOW AND FRAME TO REMAIN.
- D8 REMOVE EXISTING HVAC DUCTWORK, EQUIPMENT, AND LIGHT FIXTURES FROM CEILING, SEE MECHANICAL AND ELECTRICAL.
- D9 REMOVE EXISTING CASEWORK AND SHELVES.
- D10 REMOVE DRYWALL/PLASTER FINISH FROM BOTH SIDES OF WALL FRAMING. PRESERVE AND PROTECT EXISTING FRAMING, STRUCTURAL BEAM(S), AND STRUCTURAL COLUMNS.
- D11 REMOVE EXISTING HVAC EQUIPMENT, SEE MECHANICAL.
- D12 REMOVE EXISTING WOOD FRAMED FLOOR SYSTEM AND EXISTING FLOOR FINISH BELOW. PREPARE SUBSTRATE AS NECESSARY TO RECEIVE FUTURE VCT FLOORING MATERIAL.
- D13 REMOVE CEILING DRYWALL/PLASTER FINISH MINIMUM 12" EACH SIDE OF WALL TO EXPOSE STRUCTURE ABOVE. NOTIFY ARCHITECT ONCE CEILING AND WALL FINISHES ARE REMOVED FOR STRUCTURAL INVESTIGATION. INTENT IS TO DETERMINE IF WALL IS LOAD BEARING.
- D14 REMOVE EXISTING ACOUSTICAL WALL TILE PANELS.

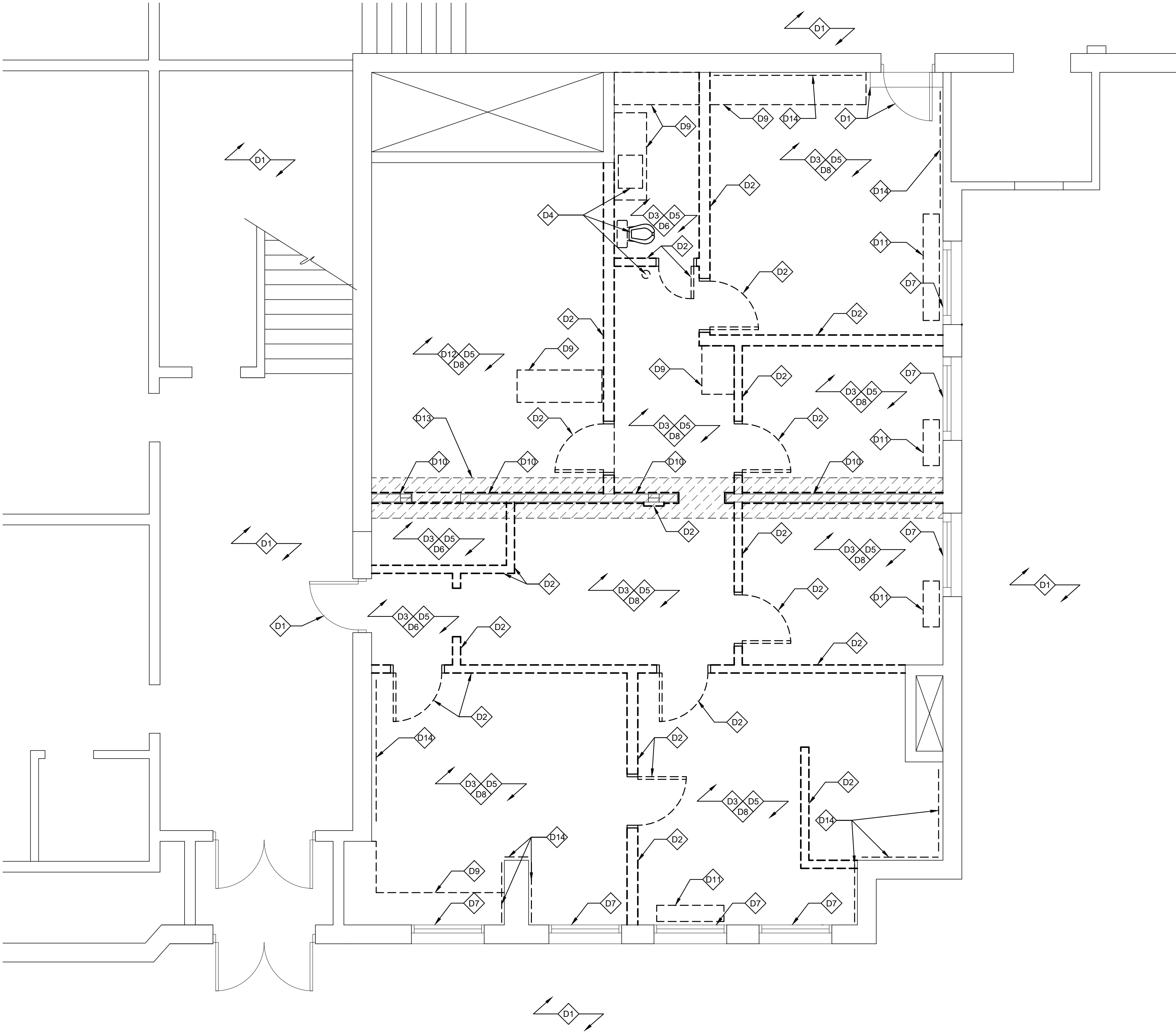
DEMOLITION LEGEND

- DEMOLITION
- ===== EXISTING
- D1 DEMOLITION KEYNOTE



A4 DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



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DRAWN BY	AP
CHECKED BY	MWBW
JOB NUMBER	21018
REVISIONS	



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8TH STREET, ACKERMAN HALL
LA GRANDE, OR 97850

DATE	04/29/2021
SHEET NAME	DEMOLITION PLAN
SHEET	A3.20

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GNI

REVISIONS



**SYSTEMS WEST
ENGINEERS**
725 A Street
Springfield, OR 97477
541.342.7210
systemswestengineers.com
SWE Proj. No. X010.01

**ACKERMAN ANTHROPOLOGY T
EASTERN OREGON UNIVERSITY**

DATE _____

04.29.2021

**LEGEND,
GENERAL
NOTES &
SHEET INDEX**

SHEET

MO.01

SHEET NOTES

F
E

D

C

B

A

1

EXISTING TO REMAIN HEATING WATER PIPING

NOT TO SCALE

2

STEAM CONVECTOR TO BE DEMOLISHED

NOT TO SCALE

3

STEAM UNIT HEATER TO BE DEMOLISHED

NOT TO SCALE

4

STEAM LPS/LPR PIPING TO BE DEMOLISHED

NOT TO SCALE

REFERENCE NOTES:

①

DEMOLISH STEAM CONVECTOR AND ALL ACCESSORIES. DEMOLISH ASSOCIATED LOW PRESSURE STEAM (LPS) AND LOW PRESSURE CONDENSATE RETURN (LPR) PIPING. DEMOLISH ALL STEAM CONVECTORS IN PROJECT AREA.

②

DEMOLISH STEAM UNIT HEATER, ALL ACCESSORIES, AND CONTROLS. DEMOLISH ASSOCIATED LOW PRESSURE STEAM (LPS) AND LOW PRESSURE CONDENSATE RETURN (LPR) PIPING.

③

DEMOLISH RESTROOM PLUMBING SYSTEMS WITHIN THE INDICATED BOUNDARY. DEMOLISH THE TOILET AND LAVATORY FIXTURES AND ACCESSORIES. DEMOLISH SANITARY/VENT AND POTABLE WATER PIPING CONNECTIONS BACK TO THE PIPING BRANCH AND CAP. PATCH AND SEAL FLOOR AND WALL OPENINGS AS APPLICABLE.

④

DEMOLISH RESTROOM EXHAUST FAN.

⑤

HEATING WATER SUPPLY (HS) AND HEATING WATER RETURN (HR) PIPING PASSING THROUGH PROJECT AREA IS EXISTING TO REMAIN.

⑥

DEMOLISH ALL LOW PRESSURE STEAM (LPS) AND LOW PRESSURE CONDENSATE RETURN (LPR) PIPING SERVING PROJECT AREA. CAP LPS/LPR PIPING AT BRANCH CONNECTION TO ACTIVE MAIN.

M1

NORTH

FIRST FLOOR MECHANICAL DEMOLITION PLAN

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

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DRAWN BY MLO
CHECKED BY GNL
JOB NUMBER 21018
REVISIONS

REGISTERED PROFESSIONAL ENGINEER #14,592
DIGITALLY SIGNED OREGON JULY 26, 2021
GREGORY N. LAWRENCE
EXPIRES: 12-31-22

SW E

SYSTEMS WEST ENGINEERS
725 A Street
Springfield, OR 97477
541.342.7210
systemswestengineers.com
SWE Proj. No. X010.01

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EASTERN OREGON UNIVERSITY

8TH STREET, ACKERMANN HALL
LA GRANDE, OR 97850

DATE
04.29.2021

DEMOLITION PLAN

SHEET
M1.01

SHEET

M1.01



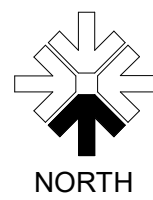
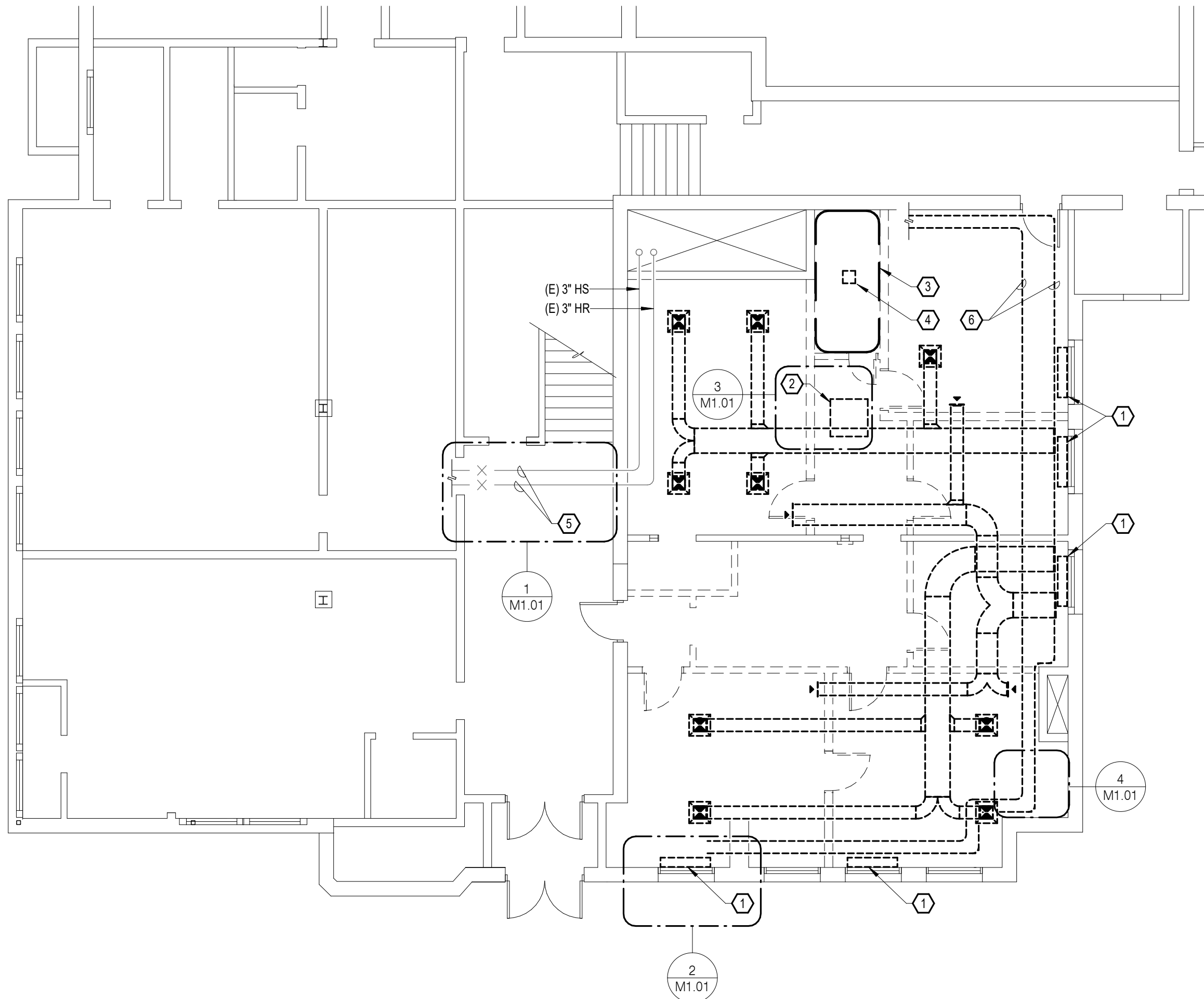
2 STEAM CONVECTOR TO BE DEMOLISHED
NOT TO SCALE



3 STEAM UNIT HEATER TO BE DEMOLISHED
NOT TO SCALE



4 STEAM LPS/LPR PIPING TO BE DEMOLISHED
NOT TO SCALE



M1	FIRST FLOOR MECHANICAL DEMOLITION PLAN

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

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ELECTRICAL LEGEND

RACEWAYS, BOXES, AND CONDUCTORS

	CONCEALED RACEWAY AND CONDUCTORS. NUMBER OF SLASHES INDICATES NUMBER OF CONDUCTORS IF MORE THAN TWO. SIZE OTHER THAN 12 AWG AS NOTED. (APPLIES TO ALL WIRING SYMBOLS)
	UNDERGROUND OR UNDERFLOOR RACEWAY
	HOMERUN
	OVERHEAD POWER LINE
	SPLICE
	GROUND CONNECTION
	CONDUIT UP
	CONDUIT DOWN
	JUNCTION BOX
	JUNCTION BOX FLUSH WITH FLOOR OR AT GRADE
	CONDUIT STUB
	CABLE TRAY

ELECTRICAL EQUIPMENT - PLANS

	DISTRIBUTION TRANSFORMER
	ELECTRICAL EQUIPMENT AS NOTED ON DRAWINGS
	SURFACE-MOUNTED PANELBOARD (120/208V)
	SURFACE-MOUNTED PANELBOARD (277/480V)
	RECESSED PANELBOARD (120/208V)
	RECESSED PANELBOARD (277/480V)
	SURFACE-MOUNTED CABINET, TYPE AS NOTED
	PULL BOX, SIZE AS NOTED OR AS REQUIRED
	GROUNDING BUSBAR

ONE-LINE DIAGRAM

	SERVICE TRANSFORMER, PAD-MOUNTED
	SERVICE TRANSFORMER, WITH VAULT
	DISTRIBUTION TRANSFORMER
	ELECTRICAL EQUIPMENT AS NOTED
	PANELBOARD WITH CHARACTERISTICS AS NOTED. WHERE NO CHARACTERISTICS NOTED, SEE PANEL SCHEDULES.
	PULL BOX, DIMENSIONS AS NOTED OR AS REQUIRED
	GENERATOR
	AUTOMATIC TRANSFER SWITCH
	PHOTOVOLTAIC INVERTER
	CIRCUIT BREAKER WITH CHARACTERISTICS AS NOTED
	CIRCUIT BREAKER WITH INTEGRAL GROUND FAULT PROTECTION
	SWITCH WITH CHARACTERISTICS AS NOTED
	FUSED SWITCH WITH CHARACTERISTICS AS NOTED. AS = SWITCH RATING, AF = FUSE RATING.
	NON-FUSED DISCONNECT WITH CHARACTERISTICS AS NOTED.
	FUSED DISCONNECT WITH CHARACTERISTICS AS NOTED. AS = SWITCH RATING, AF = FUSE RATING.
	MAGNETIC STARTER
	COMBINATION DISCONNECT AND MAGNETIC STARTER
	SURGE PROTECTIVE DEVICE
	MOTOR CONNECTION
	EQUIPMENT CONNECTION
	ELECTRIC METER, TYPE AS NOTED
	CURRENT TRANSFORMER
	FEEDER TAG. SEE FEEDER SCHEDULE.

WIRING DEVICES

	PUSH BUTTON STATION
	SPECIAL PURPOSE RECEPTACLE WITH NEMA CONFIGURATION AS NOTED.
	SIMPLEX RECEPTACLE
	DUPLEX RECEPTACLE
	QUADPLEX RECEPTACLE
	FLUSH FLOOR BOX. REFER TO SPECIFICATIONS AND SCHEDULES FOR DEVICE QUANTITIES AND TYPES.
	FLUSH POKE-THROUGH FLOOR BOX. REFER TO SPECIFICATIONS AND SCHEDULES FOR DEVICE QUANTITIES AND TYPES.
	SPLIT-WIRED RECEPTACLE WITH HALF SWITCHED CONTROL VIA MANUAL CONTROL, OCCUPANCY SENSING CONTROL, OR TIME BASED CONTROL. REFER TO SPECIFICATIONS AND DRAWINGS.
	RECEPTACLE WITH FULL SWITCHED CONTROL VIA MANUAL CONTROL, OCCUPANCY SENSING CONTROL, OR TIME BASED CONTROL. REFER TO SPECIFICATIONS AND DRAWINGS.
	FLUSH FLOOR BOX WITH SWITCHED CONTROL VIA MANUAL CONTROL, OCCUPANCY SENSING CONTROL, OR TIME BASED CONTROL. REFER TO SPECIFICATIONS AND DRAWINGS.
	FLUSH POKE-THROUGH FLOOR BOX WITH SWITCHED CONTROL VIA MANUAL CONTROL, OCCUPANCY SENSING CONTROL, OR TIME BASED CONTROL. REFER TO SPECIFICATIONS AND DRAWINGS.
	SURFACE MOUNTED RACEWAY WITH DUPLEX RECEPTACLES
	LETTER DESIGNATOR(S) INDICATE ADDITIONAL RECEPTACLE CHARACTERISTICS (APPLIES TO ALL RECEPTACLE AND FLOOR BOX TYPES): A = INTEGRAL AFCI B = INTEGRAL WITH USB OUTLET(S) C = SUPPLIED POWER VIA CRITICAL BRANCH (NEC 517) E = SUPPLIED POWER VIA LIFE SAFETY BRANCH (NEC 700) G = INTEGRAL GFCI IG = SUPPLIED POWER VIA AN ISOLATED GRD SYSTEM P = INTEGRAL SURGE PROTECTIVE DEVICE S = SUPPLIED POWER VIA OPTIONAL STANDBY BRANCH (NEC 702) U = SUPPLIED POWER VIA A UPS WP = WEATHERPROOF AND INTEGRAL GFCI

	INDICATES RECEPTACLE ROUGH-IN HEIGHT FROM AFF TO CL OF RECEPTACLE WHEN NOT AT STANDARD MOUNTING HEIGHT.
	INDICATES PANELBOARD AND BRANCH CIRCUIT NUMBER SERVING RECEPTACLE.
	INDICATES BRANCH CIRCUIT NUMBER SERVING RECEPTACLE. REFER TO SHEET NOTES AND REFERENCE NOTES FOR SOURCE.

LIGHTING

	WALL SWITCH WITH CHARACTERISTICS AS NOTED. a = ZONE CONTROLLED, K = KEYED SWITCH, P = WITH INTEGRAL PILOT LIGHT, 3 = THREE-WAY, 4 = FOUR-WAY, OS = COMBINATION OCCUPANCY SENSOR AND WALL SWITCH, D = MANUAL DIMMER, T = DIGITAL TIMER SWITCH.
	DIGITAL WALL SWITCH. REFER TO LIGHTING DEVICE SCHEDULE. a = ZONE(S) CONTROLLED.
	DIGITAL POWER PACK CONCEALED IN CEILING WITH CHARACTERISTICS AS NOTED. E = EMERGENCY, N = NORMAL, D = DIMMING (0-10VDC), a = ZONE CONTROLLED.
	CEILING-MOUNTED OCCUPANCY SENSOR. A = SPECIAL TYPE (SEE OCCUPANCY SENSOR SCHEDULE).
	WALL-MOUNTED OCCUPANCY SENSOR. A = SPECIAL TYPE (SEE OCCUPANCY SENSOR SCHEDULE).
	CEILING-MOUNTED PHOTOELECTRIC CELL LIGHT LEVEL SENSOR. A = SPECIAL TYPE (SEE OCCUPANCY SENSOR SCHEDULE).
	WALL-MOUNTED PHOTOELECTRIC CELL LIGHT LEVEL SENSOR. A = SPECIAL TYPE (SEE OCCUPANCY SENSOR SCHEDULE).
	RELAY
	CEILING SURFACE-MOUNTED LUMINAIRE
	RECESSED LUMINAIRE
	LINEAR CEILING SURFACE-MOUNTED LUMINAIRE
	LINEAR SUSPENDED LUMINAIRE
	LINEAR WALL-MOUNTED LUMINAIRE
	LINEAR UNDER CABINET-MOUNTED LUMINAIRE
	SURFACE WALL-MOUNTED LUMINAIRE
	RECESSED WALL-MOUNTED LUMINAIRE
	ROUND SUSPENDED LUMINAIRE
	CEILING SURFACE-MOUNTED LUMINAIRE
	CEILING SURFACE-MOUNTED ASYMMETRIC LUMINAIRE
	CEILING RECESSED LUMINAIRE
	RECESSED ASYMMETRIC DOWNLIGHT
	TRACK LIGHTING, NUMBER AND TYPE OF HEADS AS SHOWN
	WALL MOUNTED EXIT SIGN, SHADING INDICATES FACES
	CEILING MOUNTED EXIT SIGN, SHADING INDICATES FACES
	CEILING MOUNTED EXIT SIGN WITH INTEGRAL EMERGENCY LIGHTS AND BATTERY PACK
	SURFACE-MOUNTED EMERGENCY LIGHT WITH INTEGRAL BATTERY PACK
	SHADING INDICATES LUMINAIRE PROVIDES ILLUMINATION FOR EMERGENCY EGRESS. SHADING VARIES WITH EACH LUMINAIRE TYPE.
	LUMINAIRE TYPE IDENTIFIER. SEE LUMINAIRE SCHEDULE.
	CONTROL ZONE IDENTIFIER
	INDICATES PANELBOARD AND BRANCH CIRCUIT NUMBER SERVING LUMINAIRE.
	INDICATES BRANCH CIRCUIT NUMBER SERVING LUMINAIRE. REFER TO SHEET NOTES OR REFERENCE NOTES FOR SOURCE PANELBOARD.

FIRE ALARM

	MANUAL PULL STATION
	STROBE
	HORN, SPEAKER
	COMBINATION HORN/STROBE, COMBINATION SPEAKER/STROBE
	CEILING MOUNTED HORN/STROBE, SPEAKER/STROBE
	SPRINKLER BELL
	FLOW SWITCH, TAMPER SWITCH
	PHOTOELECTRIC SMOKE DETECTOR, DUCT DETECTOR
	COMBINATION FIXED TEMPERATURE AND RATE-OF-RISE HEAT DETECTOR
	FIRE/SMOKE DAMPER, SMOKE DAMPER
	MAGNETIC DOOR HOLDER AND RELEASING DEVICE
	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR PANEL
	NOTIFICATION APPLIANCE CIRCUIT EXTENDER
	FIRE SUPPRESSION CONTROL PANEL

SECURITY AND ACCESS CONTROL

	CEILING-MOUNTED SECURITY CAMERA
	CEILING-MOUNTED 360° VIEW ANGLE SECURITY CAMERA
	WALL-MOUNTED SECURITY CAMERA
	WALL-MOUNTED 360° VIEW ANGLE SECURITY CAMERA
	MULTI-DIRECTIONAL SECURITY CAMERA
	MAGNETIC DOOR POSITION SENSOR
	SECURITY SYSTEM OUTDOOR SIREN WITH TAMPER WIREGUARD
	SECURITY SYSTEM OUTDOOR SIREN
	CORNER SECURITY SYSTEM MOTION SENSOR
	CEILING MOUNTED SECURITY SYSTEM MOTION
	SECURITY SYSTEM KEYPAD
	REQUEST TO EXIT SENSOR
	GLASS BREAKAGE SENSOR
	CARD READER

TELECOMMUNICATIONS

	TELECOMMUNICATIONS OUTLET, CONDUIT AND BACKBOX ONLY. REFER TO SPECIFICATIONS.
	WIRELESS ACCESS POINT, CEILING MOUNTED WIRELESS ACCESS POINT
	TELECOMMUNICATIONS OUTLET WITHIN COMBINES SERVICE FLUSH FLOOR BOX. REFER TO SPECIFICATIONS AND SCHEDULES FOR DEVICE QUANTITIES AND TYPES.
	COAXIAL CABLE OUTLET, COMBINATION COAXIAL AND DATA OUTLET

NURSE CALL

	SINGLE BED STATION
	NURSE ASSIST BUTTON
	NURSE CALL STATION. B = BED COMMUNICATION OUTLET, CB = CODE BLUE, D = DUTY STATION, E = EMERGENCY STATION, NA = NURSE ASSIST ANNUNCIATOR, N = NURSE LOCATOR STATION, M = PATIENT MONITORING OUTLET, S = STAFF STATION, U = UTILITY STATION
	DOMELIGHT (CEILING AND WALL MOUNTED)
	ZONE DOMELIGHT (CEILING AND WALL MOUNTED)
	NURSE CALL MASTER STATION

ELECTRICAL EQUIPMENT DESIGNATIONS

VOLTAGE
2 - 208Y/120V (3-PHASE)
4 - 480Y/277V (3-PHASE)

POWER SOURCE
N - NORMAL POWER (ELECTRIC UTILITY)
E - EMERGENCY POWER (GENERATOR, NEC 700)
R - REQUIRED STANDBY POWER (GENERATOR, NEC 701)
S - OPTIONAL STANDBY POWER (GENERATOR, NEC 702)

EQUIPMENT TYPE
BLANK - PANELBOARD
SWB - SWITCHBOARD
T - TRANSFORMER
ATS - AUTOMATIC TRANSFER SWITCH
MTS - MANUAL TRANSFER SWITCH
GEN - GENERATOR
DS - DISCONNECT SWITCH

LOCATION BY BUILDING AND LEVEL
D1 - DISTRICT UTILITY PLAN, LEVEL 1
CW1 - CORDLEY HALL WEST, LEVEL 1
CW2 - CORDLEY HALL WEST, LEVEL 2
CW3 - CORDLEY HALL WEST, LEVEL 3
CW4 - CORDLEY HALL WEST, LEVEL 4
CW5 - CORDLEY HALL WEST, LEVEL 5

SERIES INDICATOR
A - FIRST IN A SERIES OF EQUIPMENT
B - SECOND IN A SERIES OF EQUIPMENT
ETC.

GENERAL

	MECHANICAL EQUIPMENT DESIGNATOR, SEE SCHEDULES.
	LAB EQUIPMENT DESIGNATOR, SEE SCHEDULES.
	REFERENCE NOTE MARKER
	PLAN OR DETAIL NUMBER
	SHEET NUMBER
	EXISTING WORK SHOWN LIGHT
	NEW WORK SHOWN BOLD
	EXISTING TO BE REMOVED (APPLIES TO DEMOLITION PLANS ONLY)

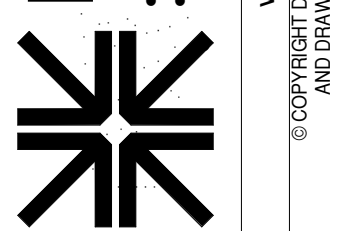
ABBREVIATIONS

(#)	DESIGNATES QUANTITY	LV	LOW VOLTAGE
A	AMPERE (AMP)	LSI	LSI ELECTRONIC TRIP UNIT
AC	ALTERNATING CURRENT	LSIG	LSIG ELECTRONIC TRIP UNIT
AFC	AVAILABLE FAULT CURRENT	LTG	LIGHTING
AFF	ABOVE FINISHED FLOOR	MCA	MINIMUM CIRCUIT AMPACITY
AFG	ABOVE FINISHED GRADE	MCB	MAIN CIRCUIT BREAKER
AL	ALUMINUM	MCC	MOTOR CONTROL CENTER
ARCH	ARCHITECT/ARCHITECTURAL	MDF	MAIN DISTRIBUTION FRAME
ATS	AUTOMATIC TRANSFER SWITCH	MDS	MAIN DISTRIBUTION SWITCHBOARD
AWG	AMERICAN WIRE GAUGE	MDP	MAIN DISTRIBUTION PANELBOARD
BLDG	BUILDING	MECH	MECHANICAL
BOCT	BOTTOM OF CABLE TRAY	MLO	MAIN LUG ONLY
BSC	BIOLOGICAL SAFETY CABINET	MTS	MAIN TRANSFER SWITCH
C	CONDUIT	MVA	MEGAVOLT-AMPERE
CENT	CENTRIFUGE	MW	MEGAWATT
CKT	CIRCUIT	(N)	NEW
CL	CENTERLINE	(NL)	NEW LOCATION
CLG	CEILING	NA	NOT APPLICABLE
CRI	COLOR RENDERING INDEX	NIC	NOT IN CONTRACT
CJ	COPPER	PA	PUBLIC ADDRESS
DC	DIRECT CURRENT	PE	PHOTOELECTRIC CELL
DF	DRINKING FOUNTAIN	PF	POWER FACTOR
DW	DISHWASHER	PNL	PANELBOARD
(E)	EXISTING	PV	PHOTOVOLTAIC
ECR	ENVIRONMENTAL CONTROL ROOM	PVC	POLYVINYL CHLORIDE
ELEC	ELECTRICAL	PRR	POWER
EMERG	EMERGENCY	(R)	REMOVE
EMT	ELECTRICAL METALLIC TUBING	(RL)	RELOCATE
FA	FIRE ALARM	REFL	REFLECTOR
FH	FUME HOOD	SCOR	SHORT CIRCUIT CURRENT RATING
FLA	FULL LOAD AMPS	SOP	SUB-DISTRIBUTION PANELBOARD
FTL	FEED-THROUGH LUGS	SWBD	SWITCHBOARD
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TR	TAMPER RESISTANT
GFP	GROUND FAULT PROTECTION	TTB	TELEPHONE TERMINAL BOARD
GND	GROUND	TV	TELEVISION
HP	HORSEPOWER	TYP	TYPICAL
IDF	INTERMEDIATE DISTRIBUTION FRAME	UC	UNDER CABINET
INC	INCUBATOR	UG	UNDERGROUND
K	KELVIN	UON	UNLESS OTHERWISE NOTED
KW	KILOWATT	UPS	UNINTERRUPTIBLE POWER SUPPLY
KWH	KILOWATT-HOUR	V	VOLTAGE
KV	KILOVOLT	VA	VOLT-AMPERE
KVA	KILOVOLT-AMPERE	VP	VAPOR PROOF
KVAR	KILOVOLT-AMPERE REACTIVE	W	WATT
LED	LIGHT EMITTING DIODE	WP	WEATHERPROOF
LM	LUMENS	XFMR	TRANSFORMER

SHEET INDEX - ELECTRICAL

E0.01 LEGEND, GENERAL NOTES & SHEET INDEX
E1.01 DEMOLITION PLAN

DESIGN WEST
ARCHITECTS, P.A.C.
• MERIDIAN, IDAHO • PULLMAN, WASHINGTON
• KENNEWICK, WASHINGTON • SPOKANE, WASHINGTON
www.designwestpa.com
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DRAWN BY
AJW
CHECKED BY
JMS
JOB NUMBER
21018
REVISIONS



SW
E
SYSTEMS WEST
ENGINEERS
725 A Street
Springfield, OR 97477
541.342.7210
systemswestengineers.com
SWE Proj. No. X010.01

ACKERMAN ANTHROPOLOGY TI
EASTERN OREGON UNIVERSITY
8TH STREET, ACKERMAN HALL
LA GRANDE, OR 97650

DATE
04.29.2021

LEGEND,
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NOTES &
SHEET INDEX

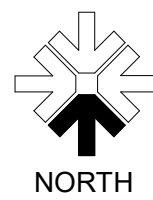
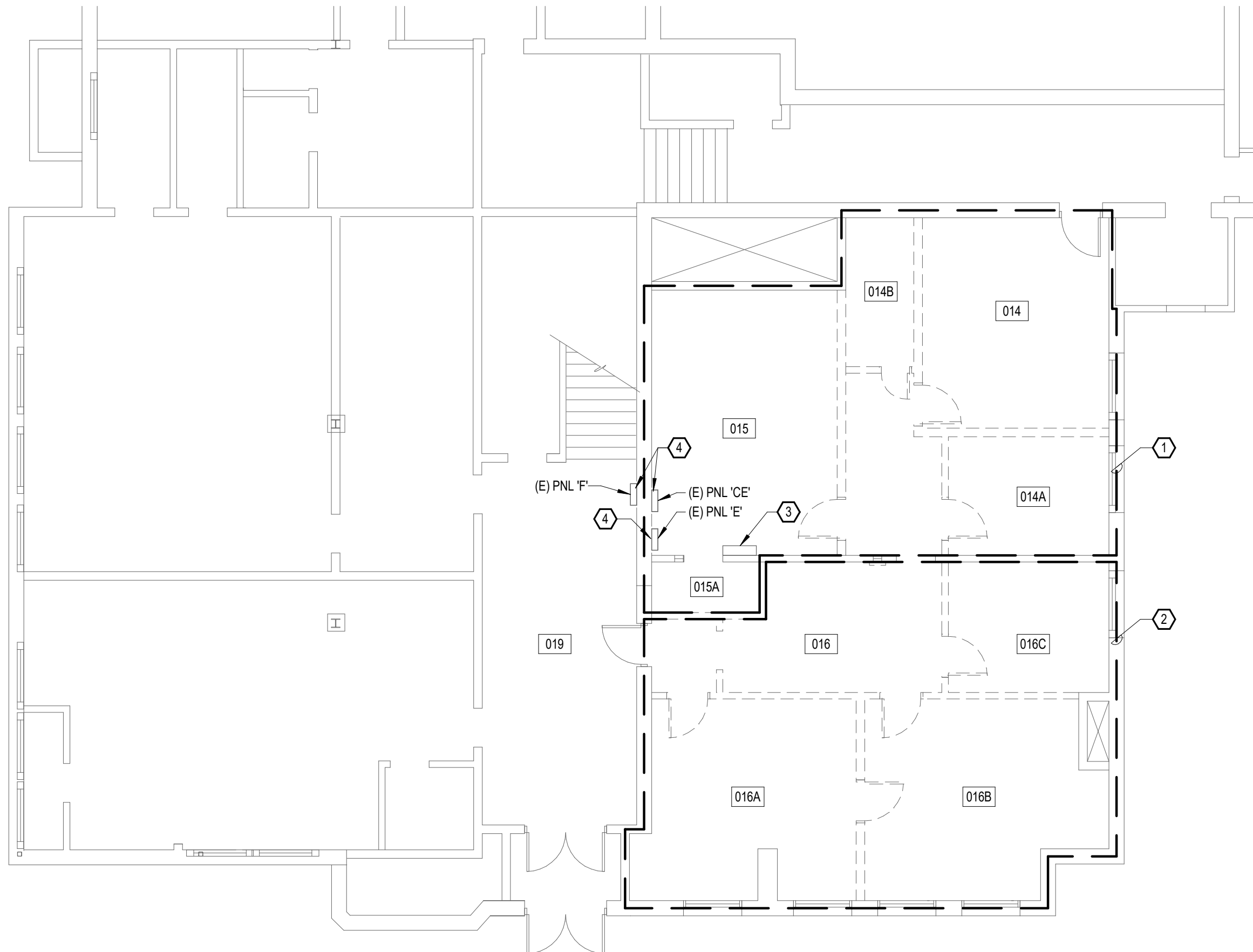
SHEET
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1		2		3		4		5		6		7		8		9		10	
SHEET NOTES																			
<div><div>SHEET NOTES:</div><div><div>1.</div><div>REVIEW DEMOLITION DRAWINGS FOR ITEMS TO REMAIN, TO BE RETAINED FOR RELOCATION, OR TO BE SALVAGED TO THE OWNER. REFER TO ARCHITECTURAL DOCUMENTS FOR ADDITIONAL REQUIREMENTS.</div></div><div><div>2.</div><div>DEMOLISH EQUIPMENT, FIXTURES, LUMINAIRES, DEVICES, PIPING, CONDUIT, FITTINGS, AND APPURTENANCES INTERIOR TO THE BUILDING THAT ARE MADE OBSOLETE AND/OR ARE ABANDONED AND NO LONGER IN USE.</div></div><div><div>3.</div><div>PROTECT AND MAINTAIN OPERABLE EXISTING EQUIPMENT, FIXTURES, OR SYSTEMS THAT ARE INDICATED TO REMAIN, INCLUDING ELECTRICAL POWER, CONTROLS, AND RELATED SYSTEMS REQUIRED TO MAINTAIN OPERABILITY.</div></div><div><div>4.</div><div>EXISTING CONDITIONS SHOWN ARE BASED ON RECORD DOCUMENTS AND LIMITED FIELD OBSERVATIONS OF ACCESSIBLE AREAS AND MAY NOT SHOW THE ENTIRE SCOPE OF DEMOLITION WORK. OMISSION OF EXISTING EQUIPMENT, FIXTURES, LUMINAIRES, DEVICES, PIPING, CONDUIT, FITTINGS, AND APPURTENANCES FROM THE DEMOLITION DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY TO PROVIDE DEMOLITION OF SYSTEMS THAT ARE MADE OBSOLETE, ARE ABANDONED, OR AS OTHERWISE REQUIRED TO PERFORM THE WORK DESCRIBED HEREIN.</div></div><div><div>5.</div><div>PROTECT AND MAINTAIN SERVICES TO REMAIN OPERATIONAL THAT PASS THROUGH THE AREA OF CONSTRUCTION, WHERE IT IS NOT POSSIBLE TO MAINTAIN THESE SERVICES INTACT, REPLACE, REROUTE, MODIFY, OR PROVIDE NEW AS REQUIRED TO MAINTAIN SERVICES.</div></div><div><div>6.</div><div>ABANDON EXISTING BELOW GRADE CONDUIT IN PLACE AND CAP BELOW THE SLAB.</div></div></div> <div><div>REFERENCE NOTES:</div><div><div>1</div><div>AREA OF DEMOLITION. APPROXIMATE LUMINAIRE QUANTITY: 13.</div></div><div><div>2</div><div>AREA OF DEMOLITION. APPROXIMATE LUMINAIRE QUANTITY: 14.</div></div><div><div>3</div><div>REMOVE TELECOMMUNICATIONS BOARD AND ALL ASSOCIATED LOW-VOLTAGE CABLING INCLUDING BUT NOT LIMITED TO UNDER-FLOOR CABLES.</div></div><div><div>4</div><div>EXISTING PANELBOARD. RETAIN AND PROTECT DURING RENOVATIONS FOR CONTINUED USE, UON.</div></div></div>																			
E1		FIRST FLOOR ELECTRICAL DEMOLITION PLAN																	
SCALE: 1/8" = 1'-0"																			
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DESIGN WEST ARCHITECTS, P.A.E • MERIDIAN, IDAHO • PULLMAN, WASHINGTON • KENNEWICK, WASHINGTON • OREGON • SPOKANE, WASHINGTON www.designwestpa.com	
DRAWN BY AJW	
CHECKED BY JMS	
JOB NUMBER 21018	
REVISIONS	
REGISTERED PROFESSIONAL ENGINEER # 80,021 DIGITALLY SIGNED OREGON MAY 21, 2016 MATTHEW B. REICH EXP. PRES.: 12-31-22	
SW E SYSTEMS WEST ENGINEERS 725 A Street Springfield, OR 97477 541.342.7210 systemwestengineers.com SWE Proj. No. X010.01	
ACKERMAN ANTHROPOLOGY TI EASTERN OREGON UNIVERSITY 8TH STREET, ACKERMAN HALL LA GRANDE, OR 97850	
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DEMOLITION PLAN	
SHEET E1.01	

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6. ABANDON EXISTING BELOW GRADE CONDUIT IN PLACE AND CAP BELOW THE SLAB.

- 1 AREA OF DEMOLITION. APPROXIMATE LUMINAIRE QUANTITY: 13.
- 2 AREA OF DEMOLITION. APPROXIMATE LUMINAIRE QUANTITY: 14.
- 3 REMOVE TELECOMMUNICATIONS BOARD AND ALL ASSOCIATED LOW-VOLTAGE CABLING INCLUDING BUT NOT LIMITED TO UNDER-FLOOR CABLES.
- 4 EXISTING PANELBOARD. RETAIN AND PROTECT DURING RENOVATIONS FOR CONTINUED USE, UON.

**E1**

FIRST FLOOR ELECTRICAL DEMOLITION PLAN

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

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**SYSTEMS WEST
ENGINEERS**
725 A Street
Springfield, OR 97477
541.342.7210
systemswestengineers.com
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**8TH STREET, ACKERMAN HALL
1 A GRANDE OB 97850**

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