



REQUEST FOR
PROPOSAL

**INTEGRATED BUILDING SERVICES PARKING LOT RENEWAL
PROJECT**

CONTRACT ADMINISTRATOR:

Eastern Oregon University
Facilities Director
John Garlitz
Facilities & Planning Department
Phone: (541) 962-3114
Email: jgarlitz@eou.edu

RFP ISSUE DATE: Monday February 17, 2025
RFP CLOSING DATE: Tuesday March 11, 2025

NO LATE RESPONSES WILL BE ACCEPTED

ELECTRONIC SUBMITTAL ONLY

Lowann VanLeuven, EOU
Office: (541) 962-3020
Bids@eou.edu

SCHEDULE OF EVENTS

- | | |
|--------------------------------|-----------------------------|
| • Invitation to Bid Issue Date | Monday February 17, 2025 |
| • Pre-Bid Conference | Wednesday February 26, 2025 |
| • Bid Due Date | Tuesday March 11, 2025 |

TABLE OF CONTENTS

SPECIFICATIONS AND CONTRACT DOCUMENTS

Eastern Oregon University

INTEGRATED BUILDING SERVICES PARKING LOT RENEWAL PROJECT

The Supplemental Specifications and Contract Documents are bound in their entirety and contain the following:

	Page(s)
CERTIFICATIONS	White Pages
Certification by Civil Engineer	Page 2
BIDDING REQUIREMENTS	White Pages
Invitation to Bid.....	BD-1
Information to Bidders	BD-3
Bidder's Checklist.....	BD-5
Proposal	BD-6
Bid Schedule	BD-10
Proposal Guaranty - Bid Bond	BD-15
Bidder's Warranty.....	BD-16
Contractor's Registration.....	BD-17
First Tier Subcontractor Disclosure.....	BD-18
Public Improvement Contract.....	BD-20
Performance Bond	BD-25
Payment Bond.....	BD-27
General Conditions for Public Improvement Contracts.....	BD-29
WAGE REQUIREMENTS (Notice of Public Works)	Incorporate by Reference
CONTRACT SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS	
Revisions to the Standard Specifications.....	SP-1 to SP-9
Supplemental Technical Specifications	STS-1 to STS-52
2024 Oregon Standards Specifications for Constructions	Incorporated by Reference
CONSTRUCTION DRAWINGS	White Pages (11x17)

CERTIFICATION BY CIVIL ENGINEER

CERTIFICATION

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

Professional
Engineer's
License No. OR

51675PE

Signed: _____



Darral Moore, P.E.

Date: _____

2-12-25

J-U-B Engineers, Inc.

3711 S. Zintel Way

Kennewick, WA 99337

INVITATION TO BID

Owner: Eastern Oregon University

Project: INTEGRATED BUILDING SERVICES (ISB) PARKING LOT RENEWAL PROJECT

Sealed bids for the **ISB Parking Lot Renewal Project** will be received by **Eastern Oregon University** until **1:00 PM Pacific Standard Time, Tuesday March 11, 2025** for the bidders proposal. Within 3 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 PM** the bid will be considered Non-Responsive. Bidder's must submit the Bidder's Proposal and the First Tier Contractor Form electronically. Hard copy submittals will not be accepted. Submissions must be delivered through email in searchable PDF format to Lowann VanLeuven, Bids@eou.edu, (office 541-962-3020) and must be electronically received by **1:00 PM Pacific Standard Time, Tuesday, March 11, 2025** for Bidder's Proposal and **4:00 PM** for the First Tier Subcontractors Form. Each email subject line must include the titles listed below for Bidder's Proposal and Bidder's First Tier Subcontractor Form:

- a. **"Bidder's Proposal: ISB Parking Lot Renewal**
- b. **"Bidder's First Tier Subcontractor Form: ISB Parking Lot Renewal**

Bidders are responsible for ensuring timely delivery of submittals. Offerors should telephone and confirm receipt of the completed email document(s) before time and date above. Proposals delayed or lost by email filtering systems for failures, may be considered at EOU's sole discretion.

A non-mandatory Pre-Bid Conference will be convened on Wednesday February 26, 2025 at 1:00 PM at the north end of the ISB Parking Lot at 1607 Gekeler Ln, La Grande, Oregon 97850.

Work will include: reconstruction of an existing asphalt paved parking lot, concrete curbs, concrete sidewalks and storm drainage systems. The existing building will remain as is. Existing building tenants/operations will need to be maintained at all times during construction. Coordination with the building tenants before and during construction activities will be required by the Contractor. Building tenants will have access to paved parking spaces during construction activities.

Bid Procedures and Conditions, Bid Forms, Drawings, Specifications, and other Documents collectively referred to as Bid Documents may be examined at the following locations:

- 1. Eastern Oregon University, Facilities and Planning Department, One University Blvd., La Grande, Oregon 97850.
- 2. J-U-B ENGINEERS, Inc., 3611 S. Zintel Way, Kennewick, WA 99337.

For Bidding, copies of Bid Documents shall be downloaded online at: ORPIN (<https://orpin.oregon.gov/open.dll/welcome>) and ORPU (<http://www.orpu.org/>). These are uncontrolled documents and it is the sole responsibility of the bidder to determine if any and all addenda that have been posted and properly incorporated into the Contractors Bid Proposal.

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 University funds and as such Oregon Bureau of Labor and Industries (BOLI) Wage Rates must be paid on this project.

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029. In determining the lowest responsible bidder, Eastern Oregon University will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.

Each proposal must be submitted on the prescribed form and accompanied by a bid bond payable to Eastern Oregon University in an amount not less than ten percent (10%) of the amount bid.

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 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.

For information regarding this project, contact the consulting engineers, J-U-B ENGINEERS, Inc. phone (509) 783-2144, Darral Moore, P.E.

Dated this **17th** day of **February 2025**

Eastern Oregon University

John Garlitz, Facilities Director

Facilities and Planning Department

INFORMATION FOR BIDDERS

1. PROJECT DATA AND REQUIREMENTS

- a. **Project Name:** ISB Parking Lot Renewal Project
- b. **Project Location:** 1607 Gekeler Ln, La Grande, Oregon
- c. **Project Owner:** Eastern Oregon University
- d. **Project Financing:** Eastern Oregon University
- e. **Project Owner's Representative:** Sarah Hollenbeck, (541) 962-3181
- f. **Project Starting and Completion Times:**
Work is to commence within 14 calendar days of the date of Notice to Proceed (NTP) and shall reach substantial completion within 152 calendar days after NTP. NTP is anticipated on April 1, 2025. Construction activities shall commence on or after May 1, 2025 and must be substantially complete on or before August 30, 2025.
- g. **Project Coordination:**
EOU will facilitate a meeting with the building tenants and the Contractor after NTP has been issued and up to 14 days prior to the start of construction activities to go over work schedule and approach to provide the tenants with either front or back access during construction activities.
- h. **Liquidated Damages:**
Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of **\$2,000 per day** for each and every calendar day that the project remains uncompleted beyond the substantial completion date as set by the Contract Time.
- i. **Bid Schedule:**
The work is offered in one bid schedule on a unit price basis. Each item is to be bid. If a bid item is not filled in, the bid may be considered non-responsive. No substitutions, alternate bids or partial bids are allowed, except as provided by written addenda from the Engineer
- j. **Owner's Engineer:**
J-U-B ENGINEERS, Inc., 3611 S. Zintel Way, Kennewick, WA 99337 (509) 783-2144, Project Engineer: Darral Moore, P.E.
- k. **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.
- l. **Prevailing Wages:**
The Contractor must pay and comply with all requirements of the Oregon Bureau of Labor and Industries (BOLI) Wage Rates.

m. 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 shall be named as an additional insured.

n. Maintenance Bond:

Prior to final payment and release of retainage, the contractor shall provide a maintenance bond acceptable to the Owner in an amount equal to one hundred (100%) of the contract sum. The term of the maintenance bond shall be twelve (12) months from the date of Completion.

o. SWPPP: The work zone is approximately 1.8 acres. The Contractor shall be responsible for obtaining all local, state, and federal permits required for stormwater pollution prevention as a result of the construction activities while meeting the contract time. On-site construction practices shall conform to the Oregon state mandated requirements. The Contractor shall prepare, submit, and file all required 1200-CN (1-5 acres of disturbance) permit, SWPPP/ECSP notice of intent and notice of termination as required by Oregon DEQ and Federal EPA requirements. Work is considered incidental to the project.

p. Basis of Award:

See Section 00130 Consideration of Bids in the Standard Specifications as modified by the Special Provisions.

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.
- ☐ **BID SCHEDULE** 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 in sealed envelope properly identified and delivered to the OWNER.

- ☐ **Complete and submit, in a separate envelope, the FIRST-TIER SUBCONTRACTORS DISCLOSURE form. This form shall be submitted 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

ISB Parking Lot Renewal Project

TO: ISB Parking Lot Renewal Project
Eastern Oregon University
Facilities & Planning Department
One University Blvd.
La Grande, Oregon 97850

Bidder's Declaration and Understanding

The undersigned Bidder declares that: (a) the Construction Drawings, Standard Specifications, Invitation to Bid, Information to Bidders, Proposal, Bid Schedule 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 excavation to be done, the location and condition of the existing streets and roadways giving access to the site of the work, and the topography of the site of the work; (c) that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and (d) that the Bidder's 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).
- 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 and OAR 839-25). In addition, the Bidder will comply with ORS 279C.520 and 279C.540 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 297A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 297A.110).

- e) Bidder is a [*Non-resident Bidder*] or [*Resident Bidder*] (circle correct designation) as defined in ORS 279A.120. Resident Bidder means a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid and has a business address in the State of Oregon per ORS 279C.365.
- f) Bidder and Bidder's subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entities of which the Contractor or subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not be qualified to hold or participate in a public contract for a public improvement.
- g) Bidder has an employee drug testing program that meets State and Federal standards per ORS 279C.505.

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

Contract Execution and Bonds

The Bidder agrees that if this 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 (refer to 00130.40 (b) of the 2024 Oregon Standards).

Start of Construction and Contract Completion Date

The Bidder agrees to begin work within 14 calendar days after the date of the Notice to Proceed (NTP) for the Contract and to reach substantial completion within 152 calendar days after the date of NTP. NTP is anticipated on April 1, 2025. Construction activities shall commence on or after May 1, 2025 and must be substantially complete on or before August 30, 2025.

Liquidated Damages

Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of **\$2,000 per day** for each and every calendar day that the project remains uncompleted beyond the substantial completion date as set by the Contract Time.

Bid Bond

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

Surety

If the Bidder is awarded a construction Contract on this 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 Bid Schedule, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Addendum

The bidder hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to these contract documents. The Bid Documents are uncontrolled and it is the contractor's sole responsibility to check for and obtain addendums from the online posts.

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 _____, 2025.

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 _____, 2025.

(SEAL)

Name of Corporation

By

Attest _____ Title

Telephone No. _____

Fax No.

BID SCHEDULE

ISB Site Improvements Bid					
ODOT Pay Item Number	Pay Item Name	Unit	Est. Qty	Unit Price	Total Price
0210-0100000A	MOBILIZATION	LS	1	\$	\$
0225-0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$	\$
0280-0100000A	EROSION CONTROL	LS	1	\$	\$
0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	\$	\$
0310-0100000F	REMOVAL OF PIPES	FOOT	30	\$	\$
0310-0101000F	REMOVAL OF CURBS	FOOT	2,460	\$	\$
0310-0102000J	REMOVAL OF WALKS AND DRIVEWAYS	SQYD	1,985	\$	\$
0310-0103000J	REMOVAL OF SURFACINGS	SQYD	6,556		
0310-0104000E	REMOVAL OF INLETS	EACH	2	\$	\$
0310-0105000E	REMOVAL OF MANHOLES	EACH	2	\$	\$
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EACH	2	\$	\$
0320-0100000A	CLEARING AND GRUBBING	LS	1	\$	\$
0330-0105000K	GENERAL EXCAVATION	CUYD	5,091	\$	\$
0350-0101000J	DRAINAGE GEOTEXTILE, TYPE 2	SQYD	6,767	\$	\$
0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	6,556	\$	\$
0445-035008AF	8 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	324	\$	\$
0445-035010AF	10 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	36	\$	\$
0470-0104000E	CONCRETE MANHOLES, STORM SEWER POLLUTION CONTROL	EACH	1	\$	\$
0470-0332000e	CATCH BASINS, TYPE 3	EACH	12	\$	\$
0640-0100000M	AGGREGATE BASE	TON	1,450	\$	\$

ISB Site Improvements Bid					
ODOT Pay Item Number	Pay Item Name	Unit	Est. Qty	Unit Price	Total Price
0640-0100000M	3" MINUS PIT RUN (CLASS D BACKFILL)	TON	8,300	\$	\$
0745-0622000M	PG 64-28 IN LEVEL 2 ACP	TON	960	\$	\$
0755-0111000J	REINFORCED CONCRETE PAVEMENT 6 INCHES THICK	SQYD	6	\$	\$
0759-0110000F	CONCRETE CURBS, STANDARD CURB	FOOT	2,460	\$	\$
0759-0128000J	CONCRETE WALKS	SQFT	1,985	\$	\$
0759-0150000K	CONCRETE STAIRS	EACH	2	\$	\$
0759-0154100E	NEW CURB RAMPS	EACH	5	\$	\$
0759-0510000J	TRUNCATED DOMES ON NEW SURFACES	EACH	5	\$	\$
0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS – PAINT	FOOT	3,300	\$	\$
0867-0173000E	PAVEMENT LEGEND, TYPE B: DISABLED PARKING	EACH	6	\$	\$
0905-0100000A	REMOVE EXISTING SIGNS	EACH	6	\$	\$
1040-0196000M	ROCK MULCH	TON	95	\$	\$
1140-0100000F	8 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH CLASS A BACKFILL	FOOT	470	\$	\$
	PARKING LOT SIGNAGE	EACH	6	\$	\$
	IRRIGATION SYSTEMS MODIFICATIONS	LS	1	\$	\$
	CURB-O-LETS DRAINAGE STRUCTURE	EACH	9	\$	\$
	RESET BIKE RACK	LS	1	\$	\$
	PRIVATE UTILITY LOCATES/POTHOLING	LS	1	\$	\$

TOTAL CONTRACT PRICE \$

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, ISB Site Improvements Project, 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 at _____, this day of _____, 2025

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 as follows:
 - Remove the form from the bid booklet and deliver it to the Eastern Oregon University Facility and Planning Department, One University Blvd., La Grande, Oregon 97850.

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 four working hours after the time set for opening bids:

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

If your bid is greater than \$100,000 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

EASTERN OREGON UNIVERSITY
PUBLIC IMPROVEMENT CONTRACT #FP-2024-03B

This Public Improvement Contract for **Integrated Services Building Parking Lot Renewal**, made by and between EOU, hereinafter called “Owner”, and « » hereinafter called the “Contractor” (collectively the “Parties”), shall become effective on « » or the date this Public Improvement Contract has been signed by all the Parties and all required EOU Administrative approvals have been obtained, whichever is later.

Project Name and Description:

The Integrated Services Building Parking Lot Renewal Project fully renews the parking lots, curbs, installs a storm drainage system as documented in the Contract Documents.

Project Engineer: JUB ENGINEERS, INC.

The Owner and the Contractor agree as follows:

I. Contract Documents, Contract Price, and Work.

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

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

II. Date of Commencement and Completion

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

- [« »] The date of this Agreement.
- [« »] A date set forth in a notice to proceed issued by the Owner.
- [« »] Established as follows:

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

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

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

[X] By the following date: **August 30, 2025**

2. Final Completion. Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work within **14 Calendar Days** of achieving Substantial Completion.

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

a. Liquidated damages will be **\$2,000** for each day or partial calendar day of delay that Substantial Completion extends beyond the required date of Substantial Completion.

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

III. Representatives.

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

B. Owner's Representative. Unless otherwise specified in the Contract Documents, the Owner designates _____ as its authorized representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment authorization, and to carry out the responsibilities of the Owner.

IV. Payment

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

B. Final Payment. Provided that the Contractor submits a complete application for payment meeting all requirements of Section E of the General Conditions and otherwise complies with the conditions for final

payment in the Contract Documents and all other requirements for Final Completion are satisfied, the Owner shall pay to the Contractor the final amount due under the Contract Documents within [« »] days of the Owner's final acceptance of the Work. The Contractor's acceptance of final payment shall constitute a waiver of any and all claims by the Contractor and its Subcontractors.

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

V. Tax Compliance.

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

VI. Insurance and Payment and Performance Bonds.

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

B. Bonds. The Contractor shall obtain performance and payment bonds meeting the requirements of Section G.2 of the General Conditions and the performance and payment bonds provided in the Bid Documents to include in the Bidder's Proposal.

VII. Dispute Resolution.

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

VIII. Suspension and/or Termination

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

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

IX. Integration

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

X. Compliance with Law.

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

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

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

1. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker the Contractor, subcontractor or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates, and any amendments to the PWR rates or Apprenticeship rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHI/PWR/pwr_state.shtml.

2. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding Section 17.1.xii.a of this Section, if this Contract is also subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx>. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.

3. The applicable prevailing wages under subsections will be those in effect on the start of the Construction Phase as described in Section 3.b of this Contract, and shall be incorporated in the GMP Amendment or, if applicable, the Early Work Amendment.

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

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

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

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

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

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

1. The Contractor and every Subcontractor will file certified statements with the Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement will be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or Subcontractor's surety that the Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements will set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Audit will need access to these documents to help verify and validate the labor portion of the Cost of the Work. See also Section C.2 of the General Conditions.
2. The certified statement will be delivered or mailed by Contractor or Subcontractor to the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work will be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the Owner will retain 25 percent of any amount earned by the Contractor until the Contractor filed the certified statements with the Owner as required by this Section. The Owner will pay the retainage required under this Section within 14 days after the Contractor files the certified statements required by this Section.
3. Contractor and each Subcontractor will preserve the certified statements for a period of three years from the date of completion of the Contract.

XI. Miscellaneous Provisions.

- A. Headings.** The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.
- B. Savings Clause.** Should any provision of the Contract, at any time, be held to be invalid or unenforceable for any reason, and if the provisions of the Contract that are essential to each party's interests otherwise remain valid and enforceable, then the remaining provisions of the Contract shall remain in full force and effect and the court shall give the offending provision the fullest meaning and effect permitted by law.
- C. Coordination of Work.** The Contractor agrees to coordinate all Work with the activities of the Owner and the Owner's separate contractors and consultants at or adjacent to the Project site, including but not limited to

the Owner's planned renovation of Inlow Hall, to minimize interference and disruption to such other activities. The Contractor specifically acknowledges that it has made consideration for the Inlow Hall renovation project in its schedule for the Project and in agreeing to the dates for Substantial Completion and Final Completion.

XII. Enumeration of Contract Documents

The Contract is comprised of the following Contract Documents:

A. This Public Improvement Contract

B. The General Conditions

C. The following exhibits:

Exhibit A: Contractor's Required Insurance

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

E. The accepted Offer

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

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

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

CONTRACTOR DATA:

Contractor Name and Address:

CONTRACTOR FEDERAL TAX ID #: _____

CONTRACTOR CCB:

Expiration Date: _____

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

SIGNATURES:

CONTRACTOR SIGNATURE:

By _____
Signature Date

Print Name Title

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

By _____
LeeAnn Case, Vice President Date
Vice President of Finance & Administration

PUBLIC IMPROVEMENT CONTRACT – EXHIBIT A

INSURANCE REQUIREMENTS

Project No. FP-2024-03B

I. CONTRACTOR'S INSURANCE

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

A. Workers' Compensation and Employer's Liability:

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

B. Commercial General Liability (Occurrence Form):

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

The scope of coverage must meet the following:

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

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

C. Business Auto:

Combined Bodily Injury and Property Damage

\$1,000,000 Each Accident

The following coverages must be included:

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

D. Excess/Umbrella Liability Coverage:

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

\$5,000,000 Aggregate

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

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

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

E. Certificates and Certified Copies of Policies. Copies of all policy endorsements that might reduce coverage from that provided by the standard ISO form must be provided to Owner and approved in writing and Owner's approval must be submitted to Owner with each Insurance Certificate warranting that there is no other reduction in coverage. Evidence of Contractor's compliance with this Exhibit, including the insurance required of Subcontractors, shall be filed with Owner and be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after final payment, additional certificates (or certified copies of the policies) evidencing continuation of such coverage shall be submitted at the time of the application for final payment and upon each annual renewal for the duration of coverage required. Without limiting its remedies, Contractor agrees that it will reimburse Owner for the costs of Owner's insurance

provided for the Project if Contractor fails to provide evidence of coverage as required herein. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its insurance policies. Provision of the certificates and copies of policies as required herein shall be a condition precedent to payment.

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

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

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

\$2,000,000 Each Occurrence

\$2,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

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

\$ 100,000 Fire Damage Legal Liability

\$ 10,000 Medical Expenses Per Person

Business Auto: same as above.

Excess/Umbrella Liability Coverage: none required.

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

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

M. Cyber. Contractor and its subcontractors shall maintain throughout the term of this Agreement Professional / Technology Liability insurance and Network Security & Privacy Liability insurance covering liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement. Such insurance shall have limits of not less than \$1,000,000.00. Such coverage shall include an extended reporting period of not less than 90 days beyond the termination date of such coverage. The coverage must be sufficient to cover all damages Contractor or its subcontractors and vendors may be obligated to pay as damages as a result of a Security Breach. For the purposes of this Section, "Security Breach" means:

- (i) the failure by the Contractor, or any of its subcontractors, to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Contractor or its subcontractors of:
 - (a) Personal information in any format, including but not limited to Protected Health Information or other personal / individual data or information regarding health, financial or other information that is generally considered private in nature; or
 - (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; or
 - (c) any other information the release or disclosure of which may cause liabilities for first- and

third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement.

- (ii) an unintentional violation of the Contractor's privacy policy or
- (iii) any misappropriation that results in the violation of any applicable data privacy laws or regulations; or
- (iv) any other act, error, or omission by Contractor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data or loss of Confidential or Personal Information, regardless of cause (including, without limitation, Contractor's or its subcontractor's negligence and unlawful third-party acts).

The Cyber coverage must provide coverage of the following:

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

END OF EXHIBIT A

EASTERN OREGON UNIVERSITY
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

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

** If using multiple sureties*

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

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless EOU, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance

of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond, nor shall EOU, be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax

OREGON UNIVERSITY SYSTEM
STANDARD PUBLIC IMPROVEMENT CONTRACT
PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name _____

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

** If using multiple sureties*

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

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the OUS and _____ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions

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

Nonpayment of the bond premium will not invalidate this bond, nor shall the State of Oregon, or the OUS be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

EASTERN OREGON UNIVERSITY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

September 21, 2021

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

TABLE OF SECTIONS

SECTION A - GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B - ADMINISTRATION OF THE CONTRACT

- B.1 OWNER’S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR’S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- B.8 SEVERABILITY
- B.9 ACCESS TO RECORDS
- B.10 WAIVER
- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER’S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- B.15 GOVERNING LAW
- B.16 LITIGATION
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- B.21 FUNDS AVAILABLE AND AUTHORIZED
- B.22 NO THIRD PARTY BENEFICIARIES

SECTION C - WAGES AND LABOR

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

SECTION D - CHANGES IN THE WORK

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

SECTION E - PAYMENTS

- E.1 SCHEDULE OF VALUES

- E.2 APPLICATIONS FOR PAYMENT
- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

SECTION F - JOB SITE CONDITIONS

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP
- F.7 FORCE MAJEURE

SECTION G - INDEMNITY, BONDING AND INSURANCE

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
- G.3 INSURANCE

SECTION H - SCHEDULE OF WORK

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

SECTION I - CORRECTION OF WORK

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK

- J.1 OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE
- J.6 ACTION UPON TERMINATION

SECTION K - CONTRACT CLOSE-OUT

- K.1 RECORD DOCUMENTS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 COMPLETION NOTICES
- K.4 TRAINING
- K.5 EXTRA MATERIALS
- K.6 ENVIRONMENTAL CLEAN-UP
- K.7 CERTIFICATE OF OCCUPANCY
- K.8 OTHER CONTRACTOR RESPONSIBILITIES
- K.9 SURVIVAL

SECTION L – LEGAL RELATIONS & RESPONSIBILITIES

- L.1 LAWS TO BE OBSERVED
- L.2 FEDERAL AGENCIES
- L.3 STATE AGENCIES
- L.4 LOCAL AGENCIES

IMPROVEMENT CONTRACTS
(“Eastern Oregon University General Conditions”)

SECTION A
GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

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

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

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

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

CLAIM, means a claim, dispute, controversy, request, notice, demand or other problem asserted by Contractor pursuant to Section D.3 for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these Eastern Oregon University General Conditions.

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

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

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

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

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

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

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

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

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

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

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, pandemic (except for the COVID-19 pandemic), freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

D/M/W/ESB/SDVBE REPORT, means an accurate report by the Contractor to the Owner identifying all disadvantaged business enterprises, minority-owned businesses, women-owned businesses, emerging small businesses, and service disabled business enterprises (D/M/W/ESB/SDVBE), as those terms are defined in ORS 200.005, or as self-reporting as otherwise meeting the same requirements of ORS 200.005, receiving contracts throughout the course of the Work. An initial D/M/W/ESB/SDVBE Report is required (see Section E.2.9) and D/M/W/ESB/SDVBE Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1). The initial report shall include the total number of contracts and subcontracts awarded to D/M/W/ESB/SDVBE and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to D/M/W/ESB/SDVBE, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to D/M/W/ESB/SDVBE and the dollar value of their respective contracts and subcontracts including all Contracts and Change Orders incorporated during the course of the project.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

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

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

OVERHEAD, means those items which may be included in the Contractor’s markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor’s labor burden for fringe benefit if paid to the employee, expenses of Contractor’s offices and supplies at the job site (e.g. job trailer) and at Contractor’s principal place of business and including expenses of personnel staffing the job site office and Contractor’s principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

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

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

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

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

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

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

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

SUBCONTRACTOR, means a Person having a direct or indirect contract with the Contractor, or another Subcontractor of any tier, to

perform one or more items of the Work or supply equipment and/or materials. For the avoidance of doubt the term Subcontractor includes sub-subcontractors and sub-suppliers of materials and equipment at all tiers.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose without unreasonable interruption. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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

- (a) Contract amendments, Change Orders and Construction Change Directives, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) Eastern Oregon University General Conditions;
- (d) The Public Improvement Contract;
- (e) Division One (General Requirements) of the Specifications;
- (f) Detailed Schedules of finishes, equipment and other items included in the Specifications;

- (g) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (h) Large-scale drawings on Plans;
- (i) Small-scale drawings on Plans;
- (j) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (k) The Solicitation Document, and any addenda thereto.

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

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

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

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

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

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

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

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265. Nothing contained in this Contract shall be deemed or construed to (1) make Contractor or any Subcontractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor or any Subcontractor.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

A.7.2 Contractor represents and warrants that Contractor is not an employee of the Owner or State of Oregon for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the

Architect/Engineer or other consultants to perform some or all of these tasks.

methods, techniques, procedures or submittals, or of any other aspect of Contractor's Work or services.

B.1.2 The Owner will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

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

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

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

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

B.2.4 Review or approval by Owner or its agents of Contractor's means, methods, techniques, procedures or submittals, or of any other aspect of Contractor's Work or services shall not relieve Contractor of its sole liability for any damages resulting from or arising out of defects or deficiencies in the Contractor's means,

B.3 MATERIALS AND WORKMANSHIP

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

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

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable:

(i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as

those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

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

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

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

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

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

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

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

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

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

by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

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

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

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

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

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

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

periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these Eastern Oregon University General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

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

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

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. 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 District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

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

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

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and

allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the

respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order or Construction Change Directive has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

B.21 FUNDS AVAILABLE AND AUTHORIZED

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

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives,

is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**SECTION C
WAGES AND LABOR**

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

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

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor

shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

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

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 Pursuant to ORS 279C.505 and as a condition precedent to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.1.1 Demonstrate that an employee drug testing program is in place as follows:
- (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:
- (1) A written employee drug testing policy,
 - (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.
- (b) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site. Contractor shall require each Subcontractor providing labor for the project to:
- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees,

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

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

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

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

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

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

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

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- (b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;
- (c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- (1) Notifies the Subcontractor in writing at least

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

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

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

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

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition precedent to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

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

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

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

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

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

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

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

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

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

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

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

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

- (b) Fixed Fee: If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.

- (c) Time and Material: In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own forces

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

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

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

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

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

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

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

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

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

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

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at the time of execution of the Contract. The Contractor is notified that numerous changes may

be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly or indirectly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

- D.1.8 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner.

D.2 DELAYS

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

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

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; or
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; or
- (c) Do not impact activities on the accepted critical path schedule; or
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

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

- (a) Caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions

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

- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) To the extent caused by adverse weather conditions not reasonably anticipatable. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been reasonably anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
 - (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
 - (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

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

- D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:
 - (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
 - (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing

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

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

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these Eastern Oregon University General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim by Contractor is made in accordance with the time and procedural requirements in these General Conditions, it shall be deemed waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner will review all Claims and may take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

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

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

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

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

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

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

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

(h) All required documentation shall be submitted with the respective application for payment.

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

- (a) Work that is defective or non-conforming and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

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

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

- E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.
- E.2.9 Contractor shall submit its initial D/M/W/ESB/SDVBE Report within ten (10) Days of Contractor's execution of the Contract, or if there will be a Guaranteed Maximum Price (GMP) Amendment, then within ten (10) Days of Contractor's execution of the GMP Amendment. Contractor shall submit annual D/M/W/ESB/SDVBE Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual D/M/W/ESB/SDVBE Report otherwise due on that June 30. The final D/M/W/ESB/SDVBE Report shall be filed with the application for final payment. Timely receipt of D/M/W/ESB/SDVBE Reports by Owner shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

- E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in OAR 580-063-0045, or the applicable Eastern Oregon University standard.
- E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the

value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that accepting a bond, security or other instrument described in options (a) or (c) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

(a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments 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. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Owner, including but not limited to:

- (i) Bills, certificates, notes or bonds of the United States.
- (ii) Other obligations of the United States or agencies of the United States.
- (iii) Obligations of a corporation wholly owned by the federal government.
- (iv) Indebtedness of the Federal National Mortgage Association.
- (v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- (vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

(b) that retainage be deposited in an interest bearing escrow account as required by ORS 279C.570(2) The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. Interest earned on the account shall accrue to the Contractor.; or

(c) that the Contractor be allowed, with the approval of the Owner, 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 and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of any of the options above, 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 to deposit a surety bond under option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

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 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.
- 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. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.
- E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

E.6 FINAL PAYMENT

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial

reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. References to liens and lien waivers in these General Conditions shall not be construed as Owner's concession that such liens are valid under Oregon law.

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

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

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor

shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations. Prior to commencement of any Work, Contractor shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.

F.3 CUTTING AND PATCHING

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

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

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

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

- (e) Summary of communications about the release between Contractor and members of the press or State, local or federal officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

- F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

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

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay to the extent caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.
- G.1.2 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, reimburse and defend (with counsel approved by Owner) the Owner and Owner's agents, employees, officers and directors from, for, and against suits, actions, awards, penalties, liabilities, claims, damages, losses and expenses, whether actual or merely alleged and whether directly incurred or from a third party, including but not limited to attorneys' and expert

witnesses' fees, and related costs, disbursements, and expenses, arising out of or resulting from performance of the Work including, but not limited to, any such suit, action award, penalty, liability, claim, damage, loss, or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligence, breach of contract, or other wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they are responsible, or by failure of any such person or entity to perform as required by this Agreement.

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

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

- G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects), the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.
- G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

- G.3.1 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.3.4.6 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, automobile 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 ISO 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 of the Contractor's performance under the Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.

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

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.
- H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:
- New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day

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

H.3 PARTIAL OCCUPANCY OR USE

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

occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective or non-conforming. Contractor shall promptly remove from the premises and replace all defective or non-conforming materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective or non-conforming (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

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

Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 provision shall limit or negate Contractor's obligation to perform the Work in accordance with the Contract Documents (or time limitations for Owner's enforcement of those obligations), guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation or repose with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
 - (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing site conditions;

(f) Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner; or
- (f) If Contractor is otherwise in breach of any part of the Contract.

(g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

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

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract for Owner's convenience in whole or in part whenever Owner determines, in the Owner's sole discretion, that termination of the Contract is in the best interest of Owner and/or the public.

J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K *CONTRACT CLOSE OUT*

K.1 RECORD DOCUMENTS

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

modifications to the Contract Documents unless otherwise directed, and accurate D/M/W/ESB/SDVBE Reports.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

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

K.4 TRAINING

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

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities

specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

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

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

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

K.9 SURVIVAL

Without limiting the survivability of any other provision of the Contract, that by its nature survives termination, all corrective obligations, warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L

LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service
Soil Conservation Service Coast
Guard
Defense, Department of Army
Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of Housing and
Urban Development, Department of Solar Energy and
Energy Conservation Bank Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs Bureau of
Mines
Bureau of Reclamation Geological
Survey
Minerals Management Service

U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration Occupation
Safety and Health Administration Transportation,
Department of
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of Agriculture,
Department of
Soil and Water Conservation Commission
Columbia River Gorge Commission Energy,
Department of Environmental Quality, Department of
Fish and Wildlife, Department of Forestry,
Department of
Geology and Mineral Industries, Department of Human
Resources, Department of
Consumer and Business Services, Department of Land
Conservation and Development Commission Parks and Recreation,
Department of
State Lands, Division of
Water Resources, Department of

L.4 LOCAL AGENCIES

City Councils
County Courts
County Commissioner, Board of
Design Commissions
Historical Preservation Commission Planning Commissions

**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 Agreement has been executed by the Owner

Incorporated by Reference:

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

STANDARD SPECIFICATIONS and SPECIAL PROVISIONS

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

- 1. Special Provisions – Contained Herein**
 - A. Revisions to the Standard Specifications (SP-1 to SP-9)*
 - B. Supplemental Technical Specifications (STS-1 to STS-52)*
- 2. 2024 Oregon Standard Specifications for Construction** (American Public Works Association, Oregon Chapter and Oregon Department of Transportation) - *Incorporated by Reference*

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

REVISIONS TO THE STANDARD SPECIFICATIONS

The Contractor's attention is directed to the **2024 Oregon Standard Specifications for Construction** which are the Standard Specifications for this Project, containing other directions pertinent to the project.

The bidder shall incorporate all applicable provisions of the **2024 Oregon Standard Specifications for Construction**, into his bid proposal. All work performed, materials used in the project, and the legal relations between the parties and the Contractor's requirements shall be as set forth in said Standard Specifications, except as specially and specifically modified or deleted by these Special Provisions.

The Oregon technical specifications are intended to be complementary. All trenching and backfill operations including the surface restoration shall be in conformance with the Oregon standards. The materials, construction and testing of water pressure mains shall be in conformance with the Oregon standards. If conflicting information is noted by the Contractor, it shall be brought to the immediate attention of the Engineer for interpretation. In cases of conflicting specifications, the most restrictive requirement will govern. All work performed, materials used in the project, and the legal relationships between the parties and the Contractor's requirements shall be as set forth in said Standard Specifications and Supplemental Technical Specifications, except as specifically modified or deleted by these Revisions to the Standard Specifications.

- 1. REVISIONS TO PART 00100 - GENERAL CONDITIONS.** The General Requirements are hereby revised as follows:

00110.20 Definitions. At the end of the Section, add the following:

- AGENCY - The Eastern Oregon University (EOU) and/or it's representatives.
- ENGINEER – J-U-B ENGINEERS, Inc.
- SPECIAL CONDITIONS - The terms Special Conditions and Special Provisions are considered to be the same.

00120.05 Request for Plans, Special Provisions, and Bid Booklets. Modify this section as follows:

(a) Paper Bid – Bidders must obtain Solicitation Documents at Eastern Oregon University in La Grande, OR.

(b) Electronic Bids – Electronic and/or faxed Bids are not accepted and considered non-responsive.

00140.00 Purpose Of Contract. At the end of the Section, add the following:

00140.01 General Description of Work - The Project generally consists of reconstruction of an existing asphalt paved parking lot, concrete curbs, concrete sidewalks and storm drainage systems. The existing building will remain as is.

00140.02 - Contractor Use of Site and Premises

A. Limit use of site and premises to allow:

1. Owner occupancy.
2. Work by others and Work by Owner.

- B. Confine work to easement areas and rights-of-way shown on the Drawings unless expressly authorized by Owner or Engineer.
- C. Construction Periods
 - 1. Construction activities shall take place between 7:00 a.m. and 7:00 p.m. from Monday through Friday. Construction activities shall not be allowed during any other time periods without approval from the Engineer and Owner.
- D. Any damage to areas outside the work area shall be repaired to the satisfaction of the Owner to a condition equal to or better than pre-project conditions at no additional cost to the Owner, including areas disturbed during temporary stockpiling of materials and equipment, and construction staging activities.
- E. Any underground pipe or other facility that is damaged by the Contractor shall be repaired to pre-project conditions and to the satisfaction of the Engineer at no additional cost to the Owner.
- F. Spillage of wastewater to the ground is not allowed. Liner and other measures must be utilized by the Contractor as necessary to prevent spillage.

00140.03 – Work Sequence

- A. Contractor shall be solely responsible for sequencing all construction activities to meet the requirements of the Contract Documents.
- B. Construct work to allow for review of all trenching, excavation, and material installation prior to backfilling or other work that would prevent a complete visual inspection of the work by Engineer.
- C. Construct work in an orderly and timely manner and minimize disruption to vehicular and pedestrian traffic and the surrounding environment and property owners. During construction period, coordinate construction schedule and operations with Engineer or Owner.
- D. Any historical or archeological site discovered in the course of work shall be immediately reported to the Engineer, and work shall cease in the area of the site.
- A. Construction of work may begin after Notice to Proceed. It is the intent of the Owner to issue the Notice to Proceed and commence construction on April 1, 2025. Construction activities shall commence on or after May 1, 2025 and must be substantially complete on or before August 30, 2025.

00150.10 Coordination of Contract Documents. Modify this section as follows:

The complete contract includes these parts: The contract form, bidder's completed form, contract plans, contract provisions, standard specifications, special conditions, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and other various documents attached hereto. These parts complement each other in describing a complete work. Any requirement in one part binds as if stated in all parts.

In the case of discrepancy or conflict in the plans, standard specifications, and/or special provisions, they shall be resolved in the following order in decreasing precedence:

- 1. Special Provisions
- 2. Bid Schedule

3. Information to Bidders
4. Plans Specific to the Project
5. Standard Plans
6. Standard Specifications

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over the documents listed above.

On the plans, working drawings, and standard plans, written dimensions shall take precedence over scaled dimensions.

00150.15 Construction Stakes, Lines & Grades. Modify this section as follows:

(a) General – The Contract is responsible for protecting the temporary bench marks as denoted in the Contract Drawings.

(b) Agency Responsibilities – The Engineer will:

- Provide copies of Plans and Specifications; and,
- Provide the contractor the control for horizontal and vertical alignment data.

(c) Contractor Responsibilities – The Contractor shall:

- The Contractor shall provide that all survey work shall be completed under the direction and review of a Professional Land Surveyor registered in the State of Oregon.
- Lay out and set construction stakes and marks to establish the lines, grades, slopes, cross sections, and curves, required to complete the Work.
- Set benchmarks and stakes as necessary.
- Calculate and provide finish grades.
- Accurately measure detailed dimensions, elevations, and slopes from the construction stakes and marks.
- Perform the Work in such a manner as to preserve the stakes and marks.
- Set any reference lines for automatic control from the control stakes.

Construction Staking is the sole responsibility of the Contractor.

00150.50 Cooperation with Utilities. At the end of the first paragraph, add the following:

The Contractor is responsible for verifying the location and elevation of all existing utilities whether shown or not shown on the Drawings. The Contractor shall perform private utility locates that use ground penetrating radar (GPR) to locate unknown utilities within the project area prior to beginning any work. The Contractor shall provide the utility locate information to the Owner's representative for review and coordination. The Contractor shall pothole all located utilities prior to beginning construction and ordering materials. If a conflict in grades or elevation is discovered, the Contractor shall notify the City and the Engineer immediately to allow for redesign or relocation as is necessary. Potholing is considered an incidental item for which no additional payment will be provided.

At the end of the Section, add the following:

The Contractor is responsible to verify the location of all existing utilities whether shown or not shown on the Drawings prior to construction. All excavators performing work on this project must comply with all the provisions of O.R.S. 757.541 to 757.571, including notification of all owners of underground facilities at least 48 business day hours, but not more than 10 business days before commencing an excavation.

In the event of damage to water, gas, telephone or any other underground utility system, the Contractor shall immediately notify the affected utility of the damage and coordinate the repair work. The Contractor shall make available to the utility company any manpower or equipment that will facilitate the repair and the continuation of the scheduled work. All cost of repairs shall be the responsibility of the Contractor.

The Contractor shall immediately repair any damages or breaks to unmarked existing sewer service pipes, sewer mains, or storm drainage pipes by connecting a section of pipe across the break. Permanent repair of the damaged lines shall be with approved materials and inspected by EOU's Representative.

The Contractor shall cooperate with the Owner's representative for coordination and expeditious execution of his work in relation to the total project work required.

Owner's Representative:	Eastern Oregon University Sarah Hollenbeck	(541) 962-3181
Engineer:	J-U-B ENGINEERS, Inc. Darral Moore, P.E.	(509) 783-2144
Utility Location:	One Call	811
Power:	OTEC	(541) 963-3155
Water:	City of La Grande	(541) 962-1322
Gas:	Avista	1-800-227-9187

The Contractor shall coordinate all work with the utility companies for marking, removal, and/or relocation of utilities. Unless prior approval is obtained from the City, the Contractor is expected to maintain access to all adjoining properties at all times. When access must be temporarily interrupted, the Contractor will be responsible for providing a minimum of 72 hours notice to affected landowners.

00170.02 Permits, Licenses, and Taxes. At the end of the Section, add the following:

- A. Comply with all Federal, State, and local laws, regulations, and ordinances applicable to work.
- B. Reference in Contract Documents to local codes shall mean the codes in effect in Union County, City of La Grande, and Oregon.
- C. Contractor shall apply for, and execute all permits applicable to the work.
- D. Other standards and codes that apply to the work are designated in the Specifications.

00170.70 Insurance. At the end of the Section, add the following:

Contractors shall carry on work in accordance with the requirements of the Workers' compensation law of the State of Oregon and shall not reject the provisions thereof during the life of this contract. Liability insurance against any and all claims for damages to person or property, which may arise out of operations under this contract, shall be maintained. This insurance must show the Owner and Engineer as additional insured. This liability insurance shall cover bodily injury and property damage: contractual, sub-contractual, personal injury, products and completed operations. This insurance shall be required on vehicles owned, non-owned and hired by the Contractor.

Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty (30) days written notice to the Owner.

Each policy of insurance required shall contain an endorsement naming the Eastern Oregon University staff, or their successors in office, as additional named insured.

Public Liability, Bodily Injury and Property Damage coverage as follows:

1. Injury or death of one person	\$ 1,000,000.00
2. Injury to more than one person in single accident	\$ 1,000,000.00
3. Property Damage	\$ 1,000,000.00
4. Aggregate	\$ 2,000,000.00

Certificates of such insurance shall be filed with the Owner, and shall be subject to the Owner's approval as to adequacy of protection. If Contractor's insurance policy has aggregate limits, please state what the aggregate limit is and if there are any claims paid or pending that would reduce the aggregate limit.

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage herein required. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

00180.85 Failure to Complete on Time; Liquidated Damages. Add the following at the end of (b):

(b) Liquidated Damages:

Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of **\$2,000 per day** for each and every calendar day that the project remains uncompleted beyond the substantial completion date as set by the Contract Time.

00195.90 Final Payment. At the end of the Section, add the following:

No Waiver of Rights. Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach in this Contract be held to be a waiver of any other subsequent breach.

2. REVISIONS TO PART 002 –TEMPORARY FEATURES AND APPURTENANCES

00280.00 Scope. Add the following at the end of the Section:

The Contractor shall submit a complete Erosion and Sedimentation Control Plan (ESCP) for Owner approval that represents actual staging conditions for this project at the Pre-Construction Conference.

The Contractor shall be responsible for the installation and maintenance of all erosion control measures required by the Owner, Oregon Department of Environmental Quality, Federal and State and Local Permits.

The Contractor shall be responsible for the alleviation or prevention of any dust or mud nuisance arising from the work on this project, by use of water or dust palliative as required and as directed by the Owner, Oregon Department of Environmental Quality by cleaning areas of any mud, caused directly or indirectly by the Contractor's operations, after every day's operations have ceased.

The Contractor shall be responsible for de-watering during construction as needed and controlling site runoff during wet-weather construction. The de-water will need to meet all regulatory requirements for discharge.

No measurement of the erosion control is required. Payment of the erosion control shall be payment in full for all required erosion control measures, including all measures necessitated by wet-weather construction. Include the cost of this work in the lump sum "Erosion and Sedimentation Control" contract pay item.

3. REVISIONS TO PART 003 –ROADWORK

00305.00 Construction Survey Work

Section 00305, which is not a Standard Specification, is included for this project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency.

The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

4. REVISIONS TO PART 004 –DRAINAGE AND SEWERS

Add the following Sections:

00430.47 Utilities – Protect any utilities encountered, unless utility is specified for removal on the plans.

00430.48 Cleaning – All pipe and appurtenances shall be cleaned upon completion of installation and backfilling.

5. REVISIONS TO PART 007 – WEARING SURFACES

00759.90 Payment – Payment for concrete steps shall include handrails and all other associated incidentals as shown on the plans.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

SECTION 04000 - SUBMITTAL PROCEDURES

Description

04000.01 – Submittal Procedures

- A. Submit three (3) copies to be retained by Engineer and Owner, plus number required to be returned to the Contractor. For electrical submittals, submit four (4) copies to be retained by the Engineer and Owner, plus number required to be returned to the Contractor.
- B. A submittal log shall be maintained by the Contractor and accompany each submittal. A copy of this form follows this section.
- C. Transmit each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals. Each submittal shall be bound or stapled. A copy of the submittal transmittal follows this section.
- D. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- F. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Coordinate and group submission of related items.
- H. Identify all variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Engineer review stamps.
- J. Revise and resubmit submittals as required, identify all changes made since previous submittal in the transmittal sheet or in a cover letter.
- K. When specified in the specification section or as requested by the Engineer, the Contractor shall submit a copy of the technical specification with each subsection clearly marked for conformance to the subsection or exceptions taken. Where exceptions are taken, all necessary information and supporting calculations to evaluate the deviation shall be attached. The Owner retains the right to reject the proposed deviation in favor of the specification, as written.
- L. All shop drawings or other submittals shall be accompanied by a written statement noting all deviations from the governing technical specifications and/or drawing and shall be referenced to the appropriate paragraph of the section or page of the drawing. If there are no deviations, the statement shall be noted as such. Any submittal not accompanied by such a statement will be returned for resubmittal.

- M. The Contractor shall be responsible for submitting complete and accurate information in accordance with the Contract Documents.
- N. The Engineer's review of Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor-submitted submittals. Any fabrications or other work performed in advance of the receipt of approved submittals shall be entirely at the Contractor's risk and expense. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.
- O. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- P. Schedule submittals to expedite Project, and deliver to Engineer at business address.
- Q. For each submittal, allow seven (7) days excluding delivery time to and from Contractor.
- R. Submittals not requested will not be recognized or processed.

04000.02 - Construction Progress Schedules

- A. Submit initial schedules within seven (7) days after date established in Notice to Award for Engineer review. Submit progress schedule no later than Preconstruction Conference.
- B. Revise and resubmit as required.
- C. Submit revised Progress Schedules with each Application for Payment, identifying changes since previous version.
- D. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- E. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Indicated submittal dates required for shop drawings, product data, samples, and product delivery rates.
- I. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.
- 4.

04000.03 – Proposed Products List

- A. Within seven (7) days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

04000.04 – Product Data

- A. Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit the required number of copies in accordance with Article 1.2 Submittal Procedures.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review, distribute in accordance with Article 1.2 Submittal Procedures and for record documents described in Section 01700.

04000.05 – Shop Drawings

- A. Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of opaque reproductions in accordance with Article 1.2 Submittal Procedures.
- C. After review, distribute in accordance with Article 1.2 Submittal Procedures and for record documents described in Section 01700.

04000.06 – Certificates

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

04000.07 – Manufacturer's Instructions

- A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

04000.08 – Samples

- A. Submit samples in accordance with the following requirements when requested in individual sections or as requested by the Engineer.
- B. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- C. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Owner's selection.
- D. Include identification on each sample, with full Project information.
- E. Submit the number or samples specified in individual specification Sections; one of which will be retained by Engineer.
- F. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

04000.09 – Spare Parts and Maintenance Materials

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to project site; obtain receipt prior to final payment.

04000.10 – Submittal Limits

- A. Two submittals will be permitted for each item in this section at no cost to the Contractor. The two submittals include one initial submittal and one resubmittal.
- B. All submittals requiring a third review by the Engineer shall be considered unresponsive and the Owner will charge the Contractor on a Time and Materials basis

for the third and all subsequent reviews and all related administrative costs not to exceed \$1,000.00 for each resubmittal.

- C. All submittals, unless noted otherwise in the Contract Documents, shall be submitted within seven (7) days from Notice to Proceed. Those items requiring resubmittal shall be submitted within seven (7) days from date of return to Contractor.

Date_____

[illegible]

TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
(Attach to Each Submittal)

TO: J-U-B ENGINEERS, Inc.
3611 S. Zintel Way
Kennewick, WA 99337

FROM: _____
(Contractor)

Date: _____

Submittal No.: _____

(Specification Section No.) -
(Sequential No.)

☐ New Submittal ☐ Resubmittal

Previous Submittal No(s): _____

Project: _____

Project No.: _____

**(Cover only one section with each
transmittal)**

SUBMITTAL TYPE: ☐ Shop Drawings
☐ Quality Control

☐ Administrative
☐ Contract Closeout

☐ Sample
☐ Or-
Equal/Substitute

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
CONTRACTOR (Authorized Signature)

SECTION 04001 - EXECUTION REQUIREMENTS

Description

04001.01 – Closeout Procedures

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Submit warranty certificates.
- C. Provide submittals to Engineer required by authorities having jurisdiction.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

04001.02 – Final Cleaning

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

04001.03 – Project Record Documents

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.
- G. Record drawings are considered incidental to the project
- H. Submit documents to Engineer with claim for final Application for Payment.

CONSTRUCTION DRAWINGS



ISB PARKING LOT

EASTERN OREGON UNIVERSITY

FEBRUARY 2025



BASIS OF BEARING
THE BASIS OF BEARINGS FOR THIS PROJECT IS A LOCAL SITE PROJECTION ORIGINATING FROM THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OREGON PLANE COORDINATE SYSTEM, NORTH ZONE (3601) BASED UPON STATIC GPS OBSERVATIONS PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS). THE PROJECT DATA HAS BEEN PROJECTED TO GROUND AT JUB CONTROL POINT NO. 1; LOCAL LATITUDE N45°19'03.95148", LOCAL LONGITUDE W118°05'20.98095" USING A GROUND SCALE FACTOR OF 1.0002331107. ALL BEARINGS ARE GRID. ALL DISTANCES ARE GROUND EXPRESSED IN INTERNATIONAL FEET.

VERTICAL DATUM
VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED UPON STATIC GPS OBSERVATIONS PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) USING GEOID MODEL 18. THE PROJECT BENCHMARK IS JUB CONTROL POINT NO. 1. ELEVATION BEING 2800.50 FEET.

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

PROJECT NO. 30-24-034



J-U-B ENGINEERS, INC.

3611 S. Zintel Way, Kennewick, WA 99337
p 509 783 2144 w www.jub.com



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Sheet List Table		
Page Number	Sheet Number	Sheet Title
1	C-001	COVER SHEET
2	C-002	GENERAL NOTES AND LEGEND
3	C-003	STAGING PLAN
4	C-010	TESC AND DEMO PLAN
5	C-100	SITE PLAN
6	C-110	PARTIAL GRADING PLAN
7	C-120	STORM DRAIN PLAN
8	C-500	DETAILS
9	C-501	DETAILS



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

3611 S. Zintel Way
Kennewick, WA 99337

Phone: 509.783.2144
www.jub.com



REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS IN THESE DRAWINGS AND THE SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

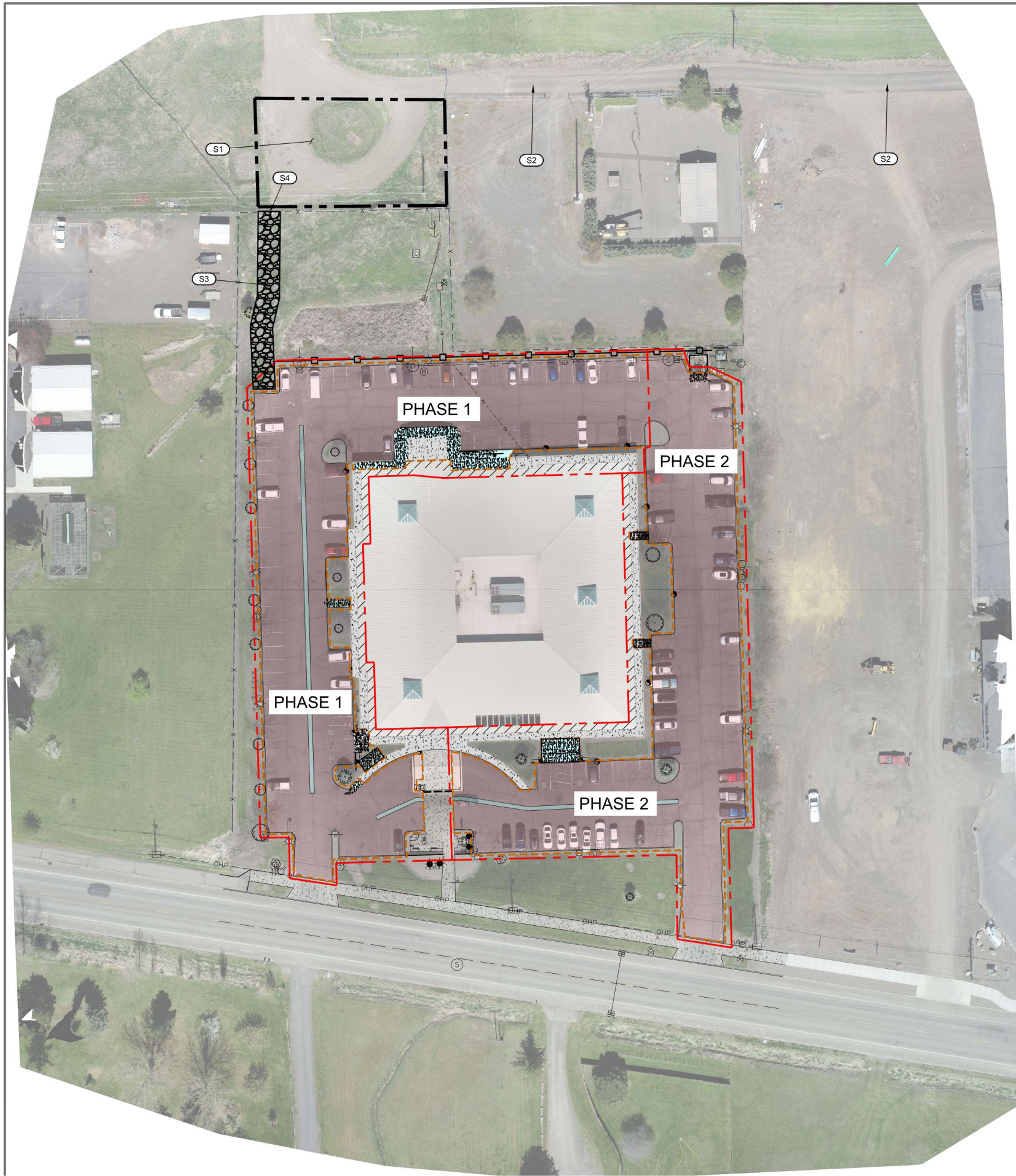
REVISION	NO.	DESCRIPTION	BY	DATE

ISB PARKING LOT
EASTERN OREGON UNIVERSITY

COVER SHEET

FILE: 30-24-034_C-001
JUB PROJ. #: 30-24-034
DRAWN BY: ###
DESIGN BY: ###
CHECKED BY: ###
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/5/2025
SHEET NUMBER:
C-001

Plot Date: 2/6/2025 9:57 AM Plotted By: Kimberly N Valdeswines
Date Created: 1/15/2025 JUB-CONCENTRAL CLIENT STORE/PROJECTS/30-24-034 ISB PARKING LOT DESIGN/CA/DSHEET/30-24-034 C-003.DWG



LEGEND

- PHASE LIMITS
--- DEMO LIMITS

KEY NOTES

STAGING AREA

- S1 CONTRACTOR CAN UTILIZE THIS AREA AS STAGING/STORAGE. COORDINATE WITH EOU REPRESENTATIVE.
- S2 CONTRACTOR SHALL OBTAIN CITY OF LA GRANDE PERMISSION TO USE EXISTING PAVED ACCESS TO 12TH STREET.
- S3 CONTRACTOR TO INSTALL GRAVEL ACCESS AS GENERALLY SHOWN. GRAVEL ACCESS TO REMAIN UPON COMPLETION OF CONSTRUCTION. GRAVEL ACCESS SHALL CONSIST OF 6" OF COMPACTED AGGREGATE BASE OVER COMPACTED SUBGRADE. PLACE NON-WOVEN DRAINAGE GEOTEXTILE TYPE II PER THE OREGON STANDARD SPECIFICATIONS AT THE BASE OF THE COMPACTED AGGREGATE BASE.
- S4 MODIFY EXISTING FENCING TO ACCOMMODATE GRAVEL ACCESS.



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

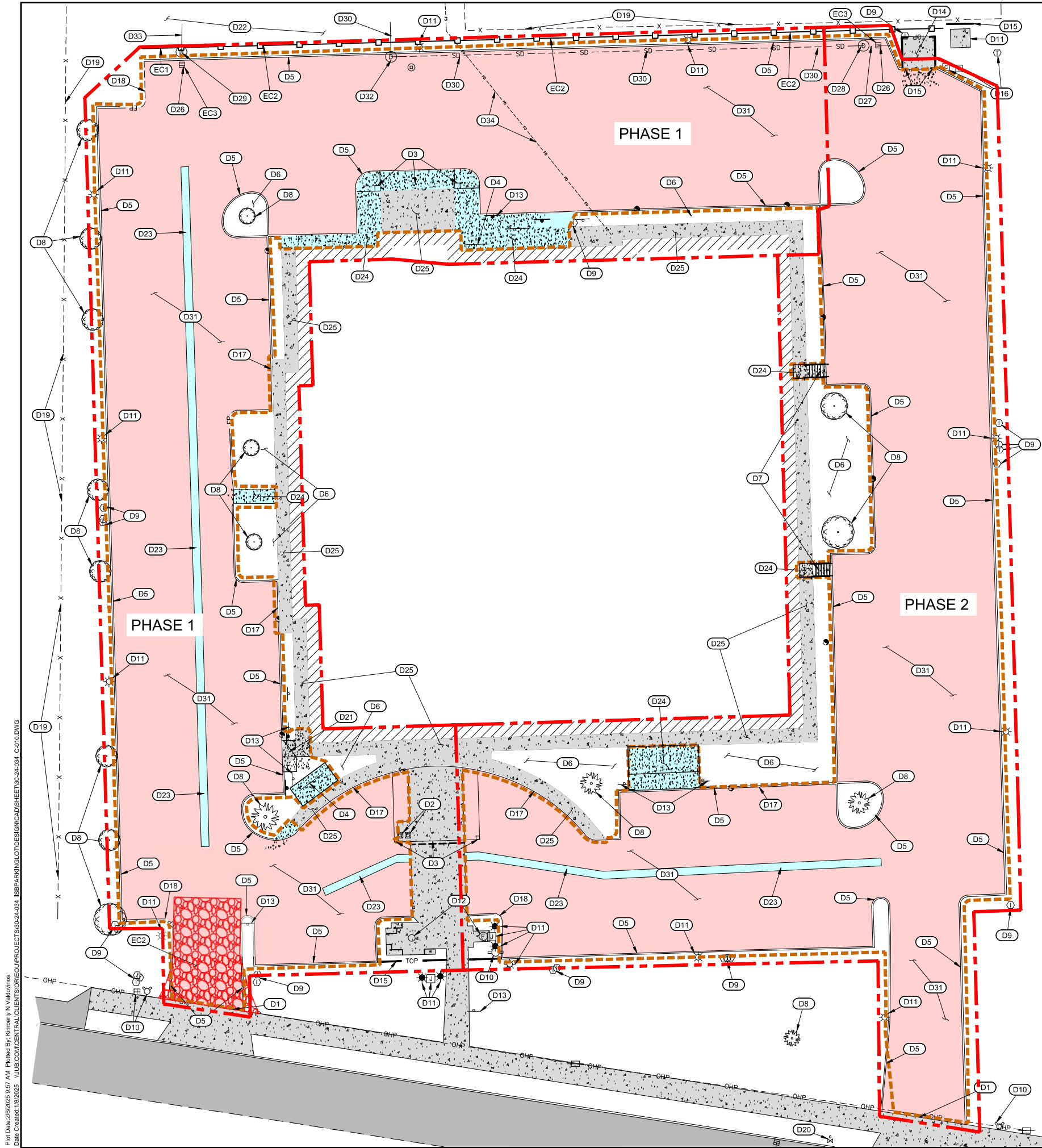


REUSE OF DRAWINGS			
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER REPERMITS AND RIGHTS IN THIS DESIGN AND THE DESIGN SHALL BE REUSED WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.			
REVISION			
NO.	DESCRIPTION	BY	DATE

ISB PARKING LOT
EASTERN OREGON UNIVERSITY

STAGING PLAN

FILE: 30-24-034 C-003
JUB PROJ. #: 30-24-034
DRAWN BY: ---
DESIGN BY: CCH
CHECKED BY: DSM
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/6/2025
SHEET NUMBER:
C-003



LEGEND

- PHASE LIMITS
- DEMO LIMITS
- REMOVE EXISTING ASPHALT
- REMOVE EXISTING CONCRETE
- GRAVEL CONSTRUCTION ENTRANCE
- RETAIN AND PROTECT EXISTING CONCRETE
- RETAIN AND PROTECT EXISTING BUILDING

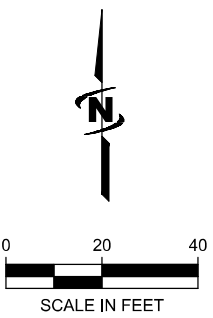
KEY NOTES

DEMOLITION

- D1 SAWCUT AND MATCH EXISTING ASPHALT
- D2 RETAIN AND PROTECT EXISTING BOLLARDS
- D3 RETAIN AND PROTECT OVERHANG AND PILLARS
- D4 REMOVE EXISTING BIKE RACK AND CONCRETE PAD. RESET BIKE RACK AND REPLACE PAD WITH POSITIVE SLOPE TO ENSURE NO PUDDLES ON THE CONCRETE SLAB.
- D5 REMOVE EXISTING CONCRETE CURB
- D6 RETAIN AND PROTECT EXISTING LANDSCAPE AREA
- D7 REMOVE EXISTING CONCRETE STAIRS
- D8 RETAIN AND PROTECT EXISTING TREE
- D9 RETAIN AND PROTECT IRRIGATION DROP BOX
- D10 RETAIN AND PROTECT ALL WATER UTILITIES
- D11 RETAIN AND PROTECT ALL ELECTRICAL UTILITIES
- D12 RETAIN AND PROTECT STATUE AND FLAGPOLE
- D13 RETAIN AND PROTECT EXISTING SIGN
- D14 RETAIN AND PROTECT EXISTING TRASH ENCLOSURE
- D15 RETAIN AND PROTECT EXISTING WALL
- D16 RETAIN AND PROTECT ALL COMMUNICATION UTILITIES
- D17 RETAIN AND PROTECT EXISTING CURB
- D18 ADD MISSING CURB AS NEEDED
- D19 RETAIN AND PROTECT EXISTING FENCE
- D20 RETAIN AND PROTECT GAS UTILITIES
- D21 REMOVE EXISTING CONCRETE PED RAMP
- D22 RETAIN AND PROTECT EXISTING SWALE.
- D23 REMOVE CONCRETE VALLEY GUTTER
- D24 REMOVE CONCRETE SIDEWALK. REMOVE TO NEAREST JOINT. NO PARTIAL REMOVAL.
- D25 RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK
- D26 REMOVE EXISTING CATCH BASIN
- D27 REMOVE EXISTING 10" STORM PIPE
- D28 RETAIN AND PROTECT EXISTING 1000 GALLON SAND AND GREASE TRAP
- D29 REMOVE EXISTING 500 GALLON SAND AND GREASE TRAP
- D30 RETAIN AND PROTECT EXISTING 10" SD PIPE
- D31 REMOVE EXISTING ASPHALT PAVEMENT. REFER TO GRADING PLAN C-110 FOR FINISHED GRADES. REMOVE EXISTING SUBSURFACE MATERIALS AS NEEDED TO ACCOMMODATE FINISHED GRADES AND PAVING SECTION REQUIREMENTS.
- D32 RETAIN AND PROTECT SDMH
- D33 REMOVE EXISTING OUTLET PIPE. MINIMIZE DISTURBANCE IN THE SWALE AREA. NO HEAVY EQUIPMENT/COMPACTION IN THE SWALE AREA.
- D34 RETAIN AND PROTECT EXISTING FIBER OPTIC. CONTRACTOR SHALL MAINTAIN FIBER OPTIC AT ALL TIMES DURING CONSTRUCTION.

EROSION CONTROL

- EC1 SILT FENCE (2 CONT)
- EC2 VEHICLE TRACK CONTROL EXIT. ACTUAL LOCATION TO BE DETERMINED BY CONTRACTOR.
- EC3 INLET PROTECTION (3 CONT)



TESC NOTES

- THE TEMPORARY EROSION CONTROL SYSTEM SHALL BE INSTALLED PRIOR TO ALL OTHER CONSTRUCTION.
- ALL CLEARING LIMITS AND/OR EASEMENTS SETBACKS, SENSITIVE CRITICAL AREAS AND THEIR BUFFERS, SIGNIFICANT TREES AND DRAINAGE COURSES SHALL BE CLEARLY STAKED AND MARKED AS SHOWN ON PLANS.
- PROPERTIES ADJACENT TO THE PROJECT SITE THAT ARE SUBJECT TO POTENTIAL EROSION CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION THROUGH THE USE OF SILT FENCE, WATTLES, OR OTHER BMP SELECTED BY THE CONTRACTOR.
- ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED WITH TEMPORARY INLET SEDIMENT CONTROL TO PREVENT SEDIMENT FROM ENTERING THE SYSTEM, THE INSERT SHALL BE INSPECTED REGULARLY, CLEANED WHEN NECESSARY, AND REMOVED AT COMPLETION OF CONSTRUCTION.
- IF SEDIMENT IS TRANSPORTED ONTO A ROAD SURFACE, THE ROADS SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR SWEEPING AND BE TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.
- ALL POLLUTANTS OTHER THAN SEDIMENT THAT OCCUR ON-SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORM WATER OR THE SITE.
- ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSPECTED, MAINTAINED, AND REPAIRED BY THE CONTRACTOR AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED USE.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ADDITIONAL EROSION CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO SILT FENCING, SEDIMENT PONDS/TRAPS, DIVERSIONS SWALES, CHECK DAMS, SEDIMENT BARRIERS, FILTER FABRIC, MULCH, AND SEEDING, AS CONDITIONS REQUIRE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR PREVENTING SILT-LADEN RUNOFF FROM DISCHARGING FROM THE PROJECT SITE. FAILURE BY THE CONTRACTOR AND/OR OWNER CAN RESULT IN A FINE.
- AT NO TIME SHALL CONCRETE, CONCRETE BY-PRODUCTS, VEHICLE FLUIDS, PAINT, CHEMICALS, OR OTHER POLLUTING MATTER BE PERMITTED TO DISCHARGE TO THE TEMPORARY OR PERMANENT DRAINAGE SYSTEM, OR TO DISCHARGE FROM THE PROJECT SITE.
- AT ALL TIMES OF THE YEAR, THE CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS, EQUIPMENT AND LABOR ON-SITE TO STABILIZE AND PREVENT EROSION FROM ALL DENUDED AREAS WITHIN 12-HOURS AS SITE AND WEATHER CONDITIONS DICTATE. CONTRACTOR SHALL PROVIDE DUST CONTROL, AS NECESSARY, TO BE COMPLIANT WITH ALL LOCAL AND STATE CLEAN AIR/DUST CONTROL POLICIES. THE SPRAYING OF WATER ON DRY AREAS SHALL BE USED TO CONTROL DUST. CONTRACTOR SHALL SUPPLY ALL THE NECESSARY WATER FOR DUST CONTROL.
- CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL ADJACENT PROPERTIES TO THEIR ORIGINAL CONDITION DUE TO ANY CONSTRUCTION RELATED ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- NONCOMPLIANCE WITH EROSION CONTROL REQUIREMENTS, WATER QUALITY REQUIREMENTS AND CLEARING LIMITS VIOLATIONS MAY RESULT IN REVOCATION OF PROJECT PERMITS AND PLAN APPROVAL AND BOND FORECLOSURES.
- PRIOR TO ANY SITE CONSTRUCTION, INCLUDING CLEARING, LOGGING OR GRADING, THE SITE CLEARING LIMITS SHALL BE LOCATED AND FIELD IDENTIFIED BY THE PROJECT SURVEYOR (OR PROJECT ENGINEER) AS REQUIRED BY THESE PLANS.
- ALL SITE WORK MUST BE PERFORMED IN ACCORDANCE WITH CURRENT INTERNATIONAL BUILDING CODE.

SPECIAL NOTE

- CONTRACTOR SHALL RETAIN AND PROTECT EXISTING UNDERGROUND UTILITIES WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS



CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

3611 S. Zintel Way
Kennewick, WA 99337

Phone: 509.783.2144
www.jub.com

REGISTERED PROFESSIONAL ENGINEER

51675PE

DARRAL MOORE 0085.02.07

OREGON

JULY 11, 2019

DARRAL S. MOORE

EXPIRES: 12/31/2026

REUSE OF DRAWINGS

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DESIGN. NO PART OF THIS DESIGN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF J-U-B. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	DESCRIPTION	BY	DATE

ISB PARKING LOT

EASTERN OREGON UNIVERSITY

TESC AND DEMO PLAN

FILE: 30-24-034 C-010

JUB PROJ. #: 30-24-034

DRAWN BY: ###

DESIGN BY: ###

CHECKED BY: ###

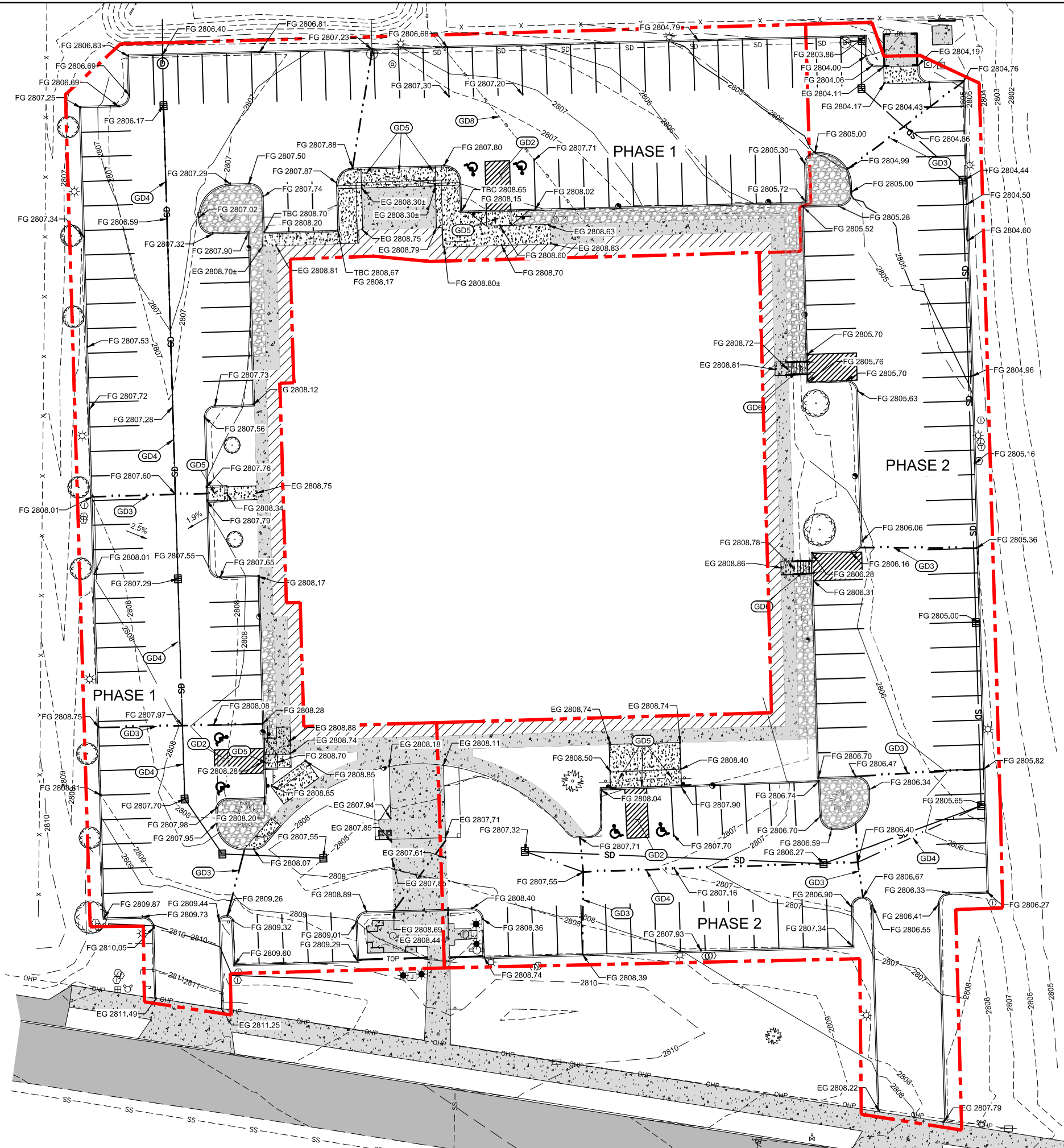
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

LAST UPDATED: 2/6/2025

SHEET NUMBER:

C-010

Plot Date: 2/26/2025 9:58 AM Plotted By: Kimberly N. Valdivinos
Date Created: 1/6/2025 JUB-CENTRAL CLIENT SOURCE/PROJECTS/30-24-034 ISB PARKING LOT DESIGN/CAD SHEET/30-24-034 C-110.DWG



Know what's below.
Call before you dig.

**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES**



0 20 40
SCALE IN FEET

KEYED NOTES:

GRADING

- GD1 MATCH EXISTING GRADE
- GD2 MAX 2.0% SLOPE IN ADA PARKING AREAS
- GD3 GRADE BREAK
- GD4 ASPHALT SWALE
- GD5 12:1 MAX. RAMP
- GD6 CONCRETE STAIRS WITH FIVE (5) 6-IN RISERS
- GD7 CONCRETE STAIRS WITH FOUR (4) 6-IN RISERS
- GD8 RETAIN AND PROTECT EXISTING FIBER OPTIC

NOTES:

- CONTOURS AND SPOT ELEVATIONS ARE TOP OF FINISHED GRADE UNLESS NOTED OTHERWISE.
- ALONG FACE OF CURB, SPOT ELEVATIONS INDICATE FLOW LINE UNLESS NOTED OTHERWISE.
- WITHIN 48 HOURS OF PLACEMENT, ALL ACCESSIBLE PARKING AREAS AND ASSOCIATED SIDEWALKS AND RAMPS MUST BE SURVEYED BY A LICENSED SURVEYOR AND PROVIDED TO OWNER/ENGINEER. ANY NON COMPLIANT AREAS SHALL BE REWORKED AND RE-SURVEYED UNTIL THEY ARE COMPLIANT WITH THE CONSTRUCTION PLAN.
- EXCAVATE AND BACKFILL TO MATCH THE PROPOSED PAVING SECTION.
- HAUL OFF EXCESS MATERIALS FROM THE SITE.

FF = FINISHED FLOOR
FG = FINISHED GRADE
EG = EXISTING GRADE
TBC = TOP BACK OF CURB

SPECIAL NOTE

- CONTRACTOR SHALL RETAIN AND PROTECT EXISTING UNDERGROUND UTILITIES WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

3611 S. Zintel Way
Kennewick, WA 99337

Phone: 509.783.2144
www.jub.com



REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DESIGN. NO PART OF THIS DESIGN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT WRITTEN PERMISSION FROM J-U-B. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	DESCRIPTION	BY	DATE

ISB PARKIGN LOT
EASTERN OREGON UNIVERSITY

PARTIAL GRADING PLAN

FILE: 30-24-034 C-110

JUB PROJ. #: 30-24-034

DRAWN BY: ###

DESIGN BY: ###

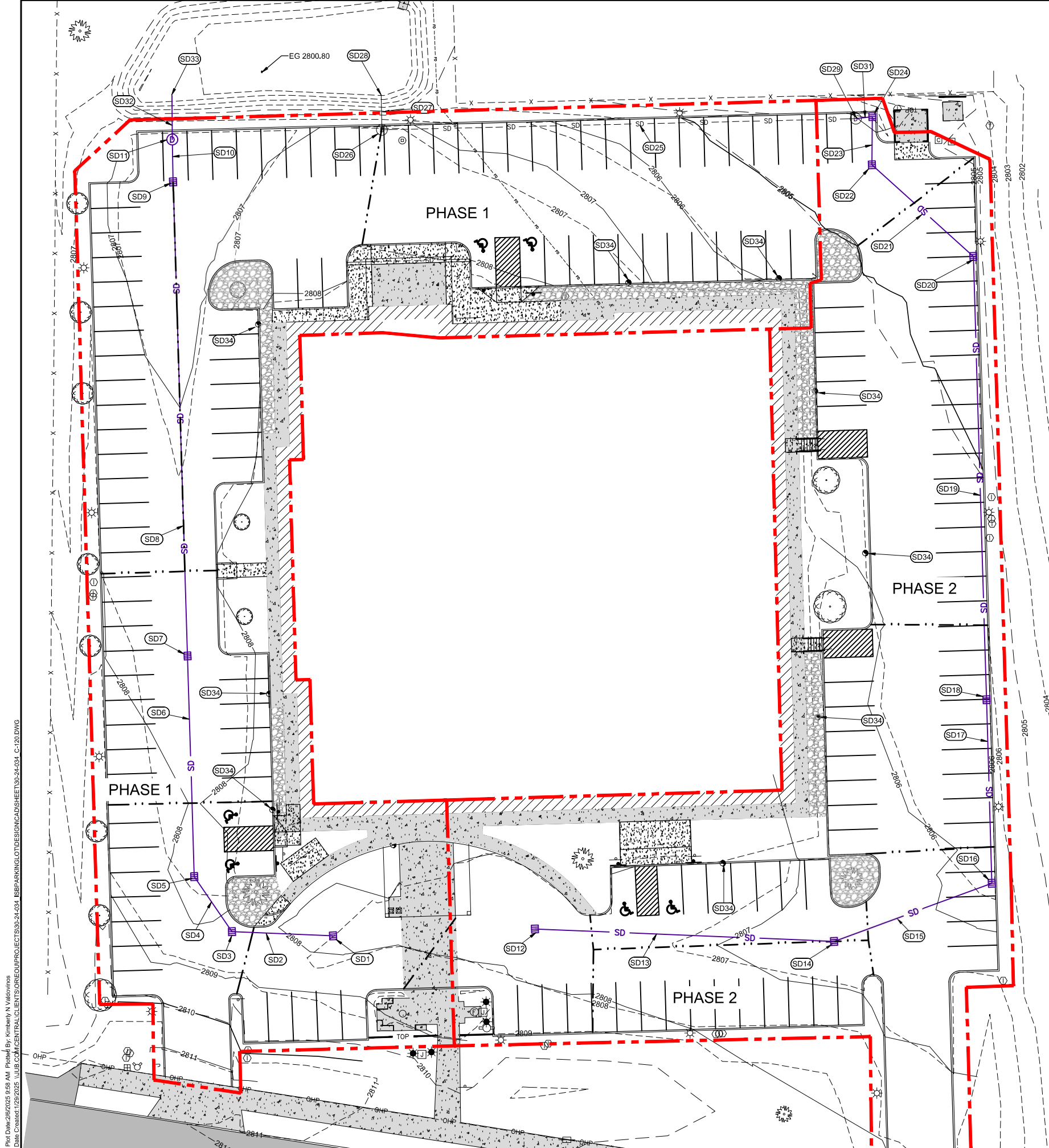
CHECKED BY: ###

AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY

LAST UPDATED: 2/6/2025

SHEET NUMBER:

C-110



FF = FINISHED FLOOR
FG = FINISHED GRADE
EG = EXISTING GRADE
TBC = TOP BACK OF CURB

- NOTES:
1. ALL STORM DRAIN CATCH BASINS (SDCB) TO HAVE GRATED LIDS UNLESS OTHERWISE SPECIFIED
 2. CONTOURS AND SPOT ELEVATIONS ARE TOP OF FINISHED GRADE UNLESS NOTED OTHERWISE
 3. ALONG FACE OF CURB, SPOT ELEVATIONS ARE TOP OF ASPHALT UNLESS NOTED OTHERWISE
 4. WITHIN 48 HOURS OF PLACEMENT, ALL ACCESSIBLE PARKING AREAS AND ASSOCIATED SIDEWALKS AND RAMPS MUST BE SURVEYED BY A LICENSED SURVEYOR AND PROVIDED TO OWNER/ENGINEER, ANY NON COMPLIANT AREAS SHALL BE REWORKED AND RE-SURVEYED UNTIL THEY ARE COMPLIANT WITH THE CONSTRUCTION PLAN.
 5. ALL CATCH BASINS (SDCB) SHALL BE TYPE 3 PER ODOT STD RD378.

SPECIAL NOTE

1. CONTRACTOR SHALL RETAIN AND PROTECT EXISTING UNDERGROUND UTILITIES WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS



CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES

KEYED NOTES:

STORMDRAIN

- (SD1) SDCB
RIM: 2807.55
INV. EL: 2804.35 (W)
- (SD2) 8" SD PIPE (±36 LF) @ 0.5% SLOPE
- (SD3) SDCB WITH SOLID LID
RIM: 2808.23
INV. EL: 2804.17 (E)
INV. EL: 2804.17 (NW)
- (SD4) 8" SD PIPE (±24 LF) @ 0.5% SLOPE
- (SD5) SDCB
RIM: 2807.70
INV. EL: 2804.05 (SE)
INV. EL: 2804.05 (N)
- (SD6) 8" SD PIPE (±80 LF) @ 0.5% SLOPE
- (SD7) SDCB
RIM: 2807.29
INV. EL: 2803.65 (S)
INV. EL: 2803.65 (N)
- (SD8) 8" SD PIPE (±174 LF) @ 0.5% SLOPE
- (SD9) SDCB
RIM: 2806.15
INV. EL: 2802.78 (S)
INV. EL: 2802.78 (N)
- (SD10) 10" SD PIPE (±16 LF) @ 1.0% SLOPE
- (SD11) STORM SEWER POLLUTION CONTROL MANHOLE PER ODOT STD DWG 340
RIM: 2806.85
INV. EL: 2802.62 (S)
INV. EL: 2802.62 (N)
- (SD12) SDCB
RIM: 2807.30
INV. EL: 2804.63 (SE)
- (SD13) 8" C-900 PVC (±110 LF) @ 1.0% SLOPE
- (SD14) SDCB
RIM: 2806.25
INV. EL: 2803.53 (NW)
INV. EL: 2803.53 (NE)
- (SD15) 8" C-900 PVC (±62 LF) @ 0.4% SLOPE
- (SD16) SDCB
RIM: 2805.65
INV. EL: 2803.28 (SW)
INV. EL: 2803.28 (N)
- (SD17) 8" C-900 PVC (±68 LF) @ 0.4% SLOPE
- (SD18) SDCB
RIM: 2805.00
INV. EL: 2803.00 (S)
INV. EL: 2803.00 (N)
- (SD19) 8" C-900 PVC (±162 LF) @ 0.4% SLOPE
- (SD20) SDCB
RIM: 2804.60
INV. EL: 2802.35 (S)
INV. EL: 2802.35 (NW)
- (SD21) 8" C-900 PVC (±50LF) @ 0.5% SLOPE
- (SD22) SDCB
RIM: 2804.27
INV. EL: 2802.10 (SE)
INV. EL: 2802.10 (N)
- (SD23) 8" C-900 PVC (±18 LF) @ 0.5% SLOPE
- (SD24) SDCB
RIM: 2803.85
INV. EL: 2801.90 (S)
INV. EL: 2802.00 (W)
- (SD25) RETAIN AND PROTECT EXISTING 10" SD PIPE
- (SD26) RETAIN AND PROTECT EXISTING SDMH
RIM: 2807.23
INV. EL: 2800.20± (N) DIG AND VERIFY
INV. EL: 2801.13± (E) DIG AND VERIFY
- (SD27) RETAIN AND PROTECT EXISTING OUTLET PIPE
- (SD28) RETAIN AND PROTECT 10" PIPE OUTLET
INV. EL: 2799.82±
- (SD29) RETAIN AND PROTECT EXISTING 1,000 GALLON SAND/GREASE TRAP
RIM: 2804.10
INV. EL: 2801.75± (W) DIG AND VERIFY
INV. EL: 2801.75± (E) DIG AND VERIFY
- (SD30) NOT USED
- (SD31) 10" SD PIPE (±5 LF) @ 2.0% SLOPE
- (SD32) 10" SD PIPE (±15 LF) @ 1.0% SLOPE
- (SD33) 10" SD PIPE OUTLET: 2802.47±
- (SD34) REMOVE/REPLACE DAMAGED ROOF DRAIN DOWNSPOUT PIPING FOR CONNECTION TO CURB-O-LET DRAINAGE STRUCTURE. REPLACE CONCRETE SIDEWALK AS NEEDED TO MAKE PROPER CONNECTIONS AND/OR TO REMOVE DAMAGE PIPE. .



J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

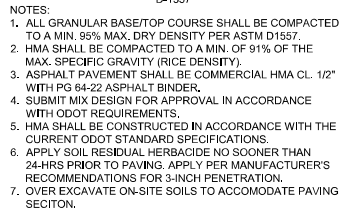


REVISION		NO.	DESCRIPTION	BY	DATE
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DESIGN. ANY REUSE OF THIS DESIGN WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.					

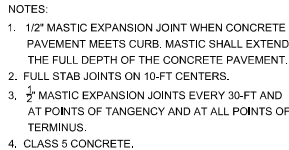
ISB PARKING LOT
EASTERN OREGON UNIVERSITY

STORM DRAIN PLAN

FILE: 30-24-034_C-120
JUB PROJ. #: 30-24-034
DRAWN BY: ###
DESIGN BY: ###
CHECKED BY: ###
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/6/2025
SHEET NUMBER:
C-120



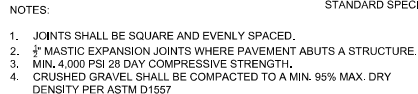
1 ASPHALT PAVEMENT SECTION
SCALE: N.T.S.



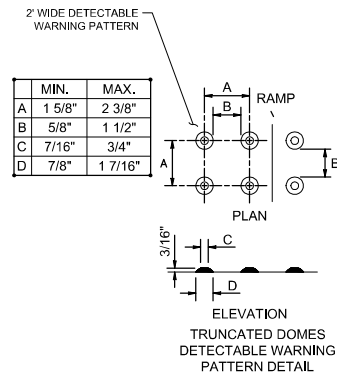
2 CONCRETE BARRIER CURB
SCALE: N.T.S.



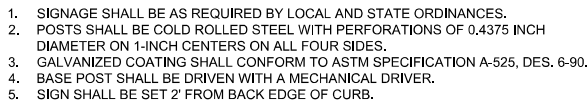
3 CONCRETE SIDEWALK
SCALE: N.T.S.



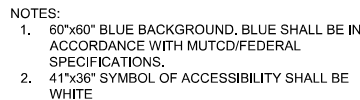
4 THICKENED CONCRETE SLAB
SCALE: N.T.S.



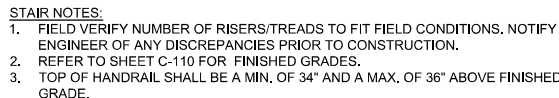
5 TRUNCATED DOME
SCALE: N.T.S.



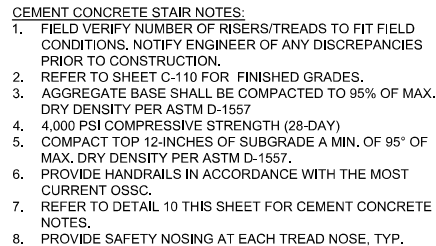
6 ACCESSIBLE PARKING BOLLARD SIGN
SCALE: N.T.S.



PAINTED ACCESSIBLE
PARKING SYMBOL
7 SCALE: N.T.S.



8 STAIR HANDRAIL
SCALE: N.T.S.

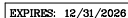


9 CONCRETE STAIRS
SCALE: N.T.S.

1. PROVIDE 3" MASTIC EXPANSION JOINT WHEN CONCRETE PAVEMENT MEETS THE RETAINING WALL. MASTIC SHALL EXTEND THE FULL DEPTH OF THE CONCRETE PAVEMENT.
2. PROVIDE 3" MASTIC EXPANSION JOINT WHEN CONCRETE PAVEMENT MEETS FACE OF BUILDING. MASTIC SHALL EXTEND THE FULL DEPTH OF THE CONCRETE PAVEMENT.
3. CONCRETE WALLS SHALL HAVE A SMOOTH AND SACKED FINISH.
4. CEMENT CONCRETE SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE ACI 301 AND SECTIONS 00440 AND 00596C OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
5. CONCRETE SHALL HAVE A 4-1/8 INCH SLUMP BEFORE ADDING HIGH-RANGE WATER REDUCING ADMIXTURE OR PLASTICIZING ADMIXTURE, 1-INCH
6. 6.0 SACK MINIMUM SACK CONTENT
7. MAXIMUM WATER/CEMENT RATIO: 0.43 (NON-AIR ENTRAINED) 0.35 (AIR ENTRAINED)
8. AIR-ENTRAINED: 5.5%, ±1.0% AT POINT OF DELIVERY FOR 1-1/2 INCH NOMINAL MAX. AGGREGATE SIZE. 6%, ±1.0% AT POINT OF DELIVERY FOR 1 TO 3" NOMINAL MAX. AGGREGATE SIZE.
9. USE OF ACCELERATING ADMIXTURES IN COLD WEATHER IS NOT ALLOWED UNLESS AUTHORIZED BY ENGINEER IN WRITING.
10. USE OF RETARDING ADMIXTURES IN HOT WEATHER IS NOT ALLOWED UNLESS AUTHORIZED BY ENGINEER IN WRITING.
11. CONTRACTOR SHALL APPLY CURING COMPOUND TO THE ENTIRE SURFACE AREA PER SECTION 00440 OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
12. HANDRAILS SHALL BE INSTALLED ON STAIRWAYS IN ACCORDANCE WITH THE MOST CURRENT OSSC. CONTRACTOR SHALL PROVIDE MATERIAL LIST AND PLANS SHOWING HANDRAIL LOCATION, SIZE, HEIGHT, MATERIAL AND COLOR FOR APPROVAL PRIOR TO INSTALLATION.
13. ALL CEMENT CONCRETE WORK SHALL CONFORM TO ACI 305 WHEN CONCRETING DURING HOT WEATHER.
14. ALL CEMENT CONCRETE WORK SHALL CONFORM TO ACI 306.1 WHEN CONCRETING DURING COLD WEATHER.
15. CONTRACTOR SHALL SUBMIT A CONCRETE MIX DESIGN A MINIMUM OF 15 WORKING DAYS PRIOR TO START OF ANY PLACEMENT TO OWNER'S REPRESENTATIVE.
16. ALL CEMENTOUS MATERIALS SHALL COME FROM THE SAME SOURCE THROUGHOUT THE PROJECT.
17. CEMENT CONCRETE SUPPLIER: THE BATCH PLANT OF THE CEMENT CONCRETE SUPPLIER SHALL HAVE BEEN NATIONAL READY MIX CONCRETE ASSOCIATION (NRMCA) CERTIFIED WITHIN 2 YEARS OF SUPPLYING ANY CEMENT CONCRETE ON THE PROJECT. SUBMIT CERTIFICATION.


18. ELASTIC POLYURETHANE SEALANT: ONE-COMPONENT, ELASTOMERIC, GUN GRADE POLYURETHANE SEALPANE MEETING THE REQUIREMENTS OF ASTM C 920, TYPE S, GRADE NS, CLASS 35, USE T, COLOR: GRAY, MASTERSEAL® NP1™ OR APPROVED EQUAL.
19. FORM RELEASE AGENT: NON-STAINING FORM RELEASE AGENT THAT WILL NOT DISCOLOR OR DEFACE SURFACE OF CONCRETE AND BE SPECIFICALLY MADE FOR APPLICATION ON CONCRETE FORMS. MAXIMUM VOLATILE ORGANIC COMPOUNDS (VOC): 450 GRAMS/LITER.
20. LIQUID-MEMBRANE-FORMING CONCRETE CURING COMPOUND: WHITE PIGMENTED, MEETING THE REQUIREMENTS OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
21. REINFORCING STEEL: DEFORMED STEEL BARS CONFORMING TO EITHER AASHTO M 31 GRADE 60 OR ASTM A 706. SUBMIT CERTIFICATIONS.
22. REINFORCING STEEL SUPPORT: REINFORCING STEEL SUPPORT REBAR CHAIR OR "TIE BRICK". HEIGHT OF SUPPORT SHALL ALLOW REINFORCING STEEL TO BE SET AT THE SPECIFIED HEIGHT.
23. MAINTAIN RECORDS OF PLACED CONCRETE ITEMS, RECORD DATE, LOCATION OF POUR, QUANTITY, AIR TEMPERATURE, AND TEST SAMPLE TAKEN.

10 CONCRETE CEMENT NOTES
SCALE: N.T.S.

[illegible]

ISB PARKING LOT
EASTERN OREGON UNIVERSITY

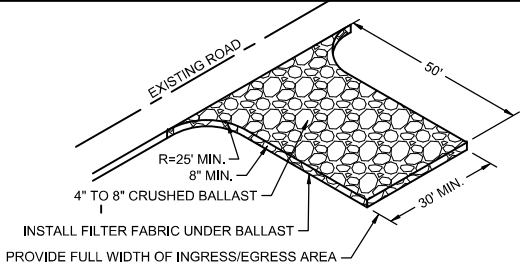
DETAILS

FILE : 30-24-034 C-500
JUB PROJ. # :30-24-034
DRAWN BY: ###
DESIGN BY: ###
CHECKED BY: ###

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/6/2025
SHEET NUMBER:

C-500

Plot Date: 2/6/2025 9:59 AM Plotted By: Kimberly N Valdivinos
Date Created: 11/15/2025 JUB-CONCENTRAL CLIENT STORE/PROJECTS/30-24-034 ISB PARKING LOT DESIGN/CA/DSHEET/30-24-034 C-501.DWG

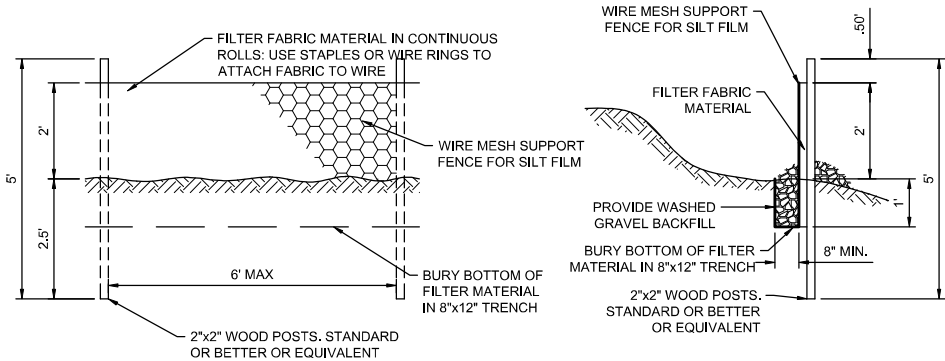
ENTRANCE NOTE
LOCATION OF CONSTRUCTION ENTRANCE TO BE DETERMINED BY CONTRACTOR AND SHALL BE INSTALLED BEFORE START OF CONSTRUCTION.



1. THE TEMPORARY CONSTRUCTION ENTRANCE SHOULD BE CLEARED OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHOULD BE CONSTRUCTED ACCORDING TO NOTE #4 IN THIS PLAN. IF WASH RACKS ARE USED, THEY SHOULD BE INSTALLED ACCORDING TO MANUFACTURES SPECIFICATIONS.
2. THE GRAVEL BALLAST ROCK SHALL BE 4" TO 8" IN DIAMETER AND PLACED ACROSS THE FULL WIDTH OF VEHICULAR INGRESS AND EGRESS AREA. THE LENGTH OF ENTRANCE SHALL BE A MINIMUM OF 50 FEET.
3. IF CONDITIONS ON THE SITE ARE SUCH THAT MOST OF THE MUD IS NOT REMOVED FROM VEHICLE TIRES BY CONTACT WITH GRAVEL, THEN THE TIRES MUST BE WASHED BEFORE VEHICLES ENTER ONTO A PUBLIC ROAD. WASH WATER MUST BE CARRIED AWAY FROM ENTRANCE TO A SETTLING AREA TO REMOVE SEDIMENT. A WASH RACK MAY ALSO BE USED TO MAKE WASHING MORE CONVENIENT AND EFFECTIVE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2" STONE, AS CONDITIONS DEMAND AND REPAIR AND/OR CLEAN OUT ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAY OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

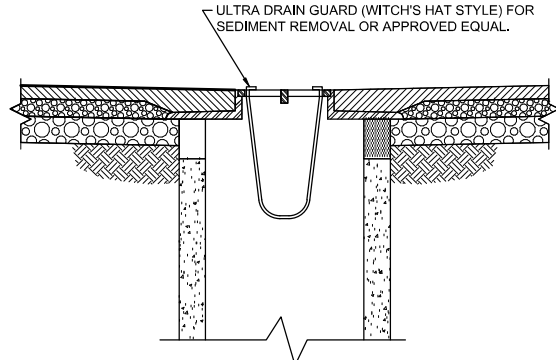
1 TEMPORARY VEHICLE TRACKING CONTROL

SCALE: N.T.S.



2 SILT FENCE

SCALE: N.T.S.



3 TEMPORARY INLET SEDIMENT CONTROL

SCALE: N.T.S.

REUSE OF DRAWINGS			
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THE DESIGN, INVENTION, AND THE SOFTWARE AND/OR DATA. NO PART OF THIS DESIGN OR INVENTION SHALL BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF J-U-B. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.			
REVISION			
NO.	DESCRIPTION	BY	DATE

ISB PARKING LOT
EASTERN OREGON UNIVERSITY

DETAILS